

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 19-1013

Adopted Date August 06, 2019

ACCEPT RESIGNATION OF LAURA DICKEY, SOCIAL SERVICES WORKER III,
WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES,
HUMAN SERVICES DIVISION, EFFECTIVE AUGUST 15, 2019

BE IT RESOLVED, to accept the resignation, of Laura Dickey, Social Services Worker III, within
the Warren County Department of Job and Family Services, Human Services Division, effective
August 15, 2019.

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

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

Resolution adopted this 6th day of August 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Human Services (file)
L. Dickey's Personnel File
OMB – Sue Spencer
Tammy Whitaker

Resolution

Number 19-1014

Adopted Date August 06, 2019

AUTHORIZE THE POSTING OF THE "SOCIAL SERVICE WORKER II" POSITION, WITHIN THE DEPARTMENT OF JOB AND FAMILY SERVICES, HUMAN SERVICES DIVISION, IN ACCORDANCE WITH WARREN COUNTY PERSONNEL POLICY MANUAL, SECTION 2.02(A).

WHEREAS, there exists an opening for the "Social Service Worker II" position within The Job and Family Services Department, Human Services Division; and

NOW THEREFORE BE IT RESOLVED, to authorize the posting of the position of "Social Service Worker II" 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 7, 2019.

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

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

Resolution adopted this 6th day of August 2019.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Human Services (file)
OMB-Sue Spencer

Resolution

Number 19-1015

Adopted Date August 06, 2019

PROMOTE MICHAELA BECKTELL TO THE POSITION OF PROTECTIVE SERVICES SUPERVISOR, WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION

WHEREAS, it is the desire of the board to promote Michaela Becktell from Protective Services Caseworker III to Protective Services Supervisor; and

NOW THEREFORE BE IT RESOLVED, to promote Michaela Becktell to Protective Services Supervisor 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 # A, \$1,976.68 bi-weekly effective pay period beginning August 17, 2019.

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

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

Resolution adopted this 6th day of August 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Children Services (file)
Michaela Becktell's Personnel File
OMB – Sue Spencer

Resolution

Number 19-1016

Adopted Date August 06, 2019

AUTHORIZE THE POSTING OF THE "PROTECTIVE SERVICES CASEWORKER I OR II" POSITIONS, WITHIN THE DEPARTMENT OF JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION, IN ACCORDANCE WITH THE WARREN COUNTY PERSONNEL POLICY MANUAL, SECTION 2.02(a)

WHEREAS, there exists two openings for "Protective Services Caseworker I or II" positions within the Department of Job and Family Services, Children Services Division; and

NOW THEREFORE BE IT RESOLVED, to authorize the posting of the positions of "Protective Services Caseworker I or II" 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 7, 2019.

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

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

Resolution adopted this 6th day of August 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

H/R

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

Resolution

Number 19-1017

Adopted Date August 06, 2019

ADVERTISE FOR BIDS FOR THE FY19 WAYNE MEADOWS STORM SEWER INFRASTRUCTURE CDBG PROJECT

BE IT RESOLVED, to advertise for bids for the FY19 Wayne Meadows Storm Sewer Infrastructure CDBG Project to be funded under the County's Community Development Block Grant Program for the Warren County Office of Grants Administration; and

BE IT FURTHER RESOLVED, to advertise said bid for one (1) week in a newspaper of general circulation and for two consecutive weeks on the County website, beginning the week of August 18, 2019; bid opening to be September 3, 2019 @ 9:00 a.m.

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

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

Resolution adopted this 6th day of August 2019.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

KHV

cc: OGA (file)
OMB Bid file

Resolution

Number 19-1018

Adopted Date August 06, 2019

APPROVE AND AUTHORIZE THE PRESIDENT AND/OR VICE PRESIDENT OF THIS BOARD TO SIGN A FUNDING APPROVAL/AGREEMENT BETWEEN WARREN COUNTY AND THE U.S. DEPARTMENT OF HOUSING & URBAN DEVELOPMENT RELATIVE TO THE FISCAL YEAR 2019 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) ENTITLEMENT PROGRAM

BE IT RESOLVED, to approve and authorize the President and/or Vice President of this Board to sign a Funding Approval/Agreement, as attached hereto and made a part hereof, between the Warren County Board of Commissioners and the U.S. Department of Housing & Urban Development relative to the Fiscal Year 2019 Community Development Block Grant (CDBG) Entitlement Program; and

BE IT FURTHER RESOLVED, in the event funding is not available from the U.S. Department of Housing & Urban Development, the Warren County Board of Commissioners has no further obligation to fund this Program.

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

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

Resolution adopted this 6th day of August 2019.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

/sm

cc: c/a—US Department of Housing & Urban Development
OGA (file)
HUD



U.S. Department of Housing and Urban Development
Columbus Field Office
Office of Community Planning and Development
200 North High Street
Columbus, Ohio 43215-2499

July 10, 2019

Honorable Shannon Jones
President, Warren County
Board of Commissioners
406 Justice Drive
Lebanon, OH 45036

Dear Ms. Jones:

SUBJECT: FY-2019 Consolidated Plan -- Annual Plan

The Consolidated Plan/Action Plan submitted for your jurisdiction has been reviewed by HUD and approved. The Program Year Start Date for Warren County is May 1.

Based upon approval of the subject Plan, I am pleased to transmit funding in the following amount:

Community Development Block Grant (CDBG) B-19-UC-39-0009 \$733,903

It should be noted that the funding assistance authorized hereunder shall not be obligated or expended for activities requiring a Release of Funds/Environmental Clearance by HUD without grantee compliance as specified under the Environmental Review Procedures as required by 24 CFR Part 58.

Enclosed with this letter are comments concerning areas of your Consolidated Plan/Action Plan submission.

Also enclosed are three copies of your Funding Agreement for the above-noted program. All copies require your signature. **Please sign and date all Agreements, return two sets to our office, and retain one set for your records.** Please return these documents to our office as quickly as possible in order for us to process them to our Finance and Accounting Division (FAD) for entry into the Line of Credit Control System (LOCCS) and the Integrated Disbursement and Information System (IDIS).

Please note that if funding assistance will be used for payment of Indirect Costs, pursuant to 2 CFR 200, Subpart E - Cost Principles, you will be required to identify these costs. (Indirect Costs will need to be identified on the Special Conditions page for CDBG. A separate document can be attached to the Agreement if necessary.) Please identify those costs on all copies of the Funding documents as appropriate. If you have no Indirect Costs, please put "N/A" on all copies of the Indirect Cost sections confirming that you have no such costs. **If the Funding Agreements do not contain the Indirect Cost Rates, you will not be able to charge any Indirect Costs to your FY-2019 grants.**

A primary goal of the Department is to reduce housing discrimination, affirmatively further fair housing through CPD programs, and promote diverse, inclusive communities. To that end, we encourage your community to take all measures necessary to ensure compliance with the Fair Housing requirements associated with these funds. A copy of your Consolidated Plan/Annual Action Plan was provided to the Office of Fair Housing and Equal Opportunity (FHEO) for review. Comments from that review are enclosed with this letter.

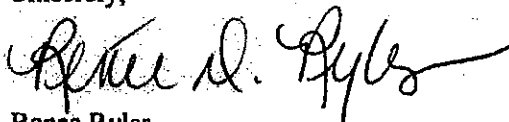
You are reminded that your Consolidated Annual Performance and Evaluation Report (CAPER) for the 2018 Program Year is due, as required by 24 CFR 91.520, in our office no later than 90 days from the end of your 2018 program year. The CAPER would be due July 31, 2019.

As you know, all Grant Agreements between HUD and Program Grantees are required to include award terms established by the Office of Management and Budget (OMB). The award terms set forth uniform requirements for all Federal financial assistance recipients and subrecipients concerning the Dun and Bradstreet Data Universal Numbering System (DUNS) [also known as a Unique Entity Identifier], the System for Award Management (SAM), and the Federal Funding Accountability and Transparency Act (FFATA). Please ensure you are following these requirements.

We congratulate you and your staff on the preparation of your Plan, and we look forward to working with you over the coming year to accomplish the goals you have set forth for your community and to further refine and improve the Consolidated Plan process.

If you have any questions or require further information or assistance, please feel free to contact Cheryl Andrews, Community Planning and Development (CPD) Representative, of my staff, at (614) 280-6204.

Sincerely,



Rence Ryles
Acting Director
Office of Community
Planning and Development

Enclosures

CONSOLIDATED PLAN -- FY-2019

Comments -- Warren County, Ohio

There were areas of your Plan submission that required additional details and/or corrections regarding **Modernizing HUD's Consolidated Planning Process to Narrow the Digital Divide and Increase Resilience to Natural Hazards requirements**, which applies to consolidated plans submitted on or after January 1, 2018. These items were transmitted via email to your staff. The information provided to our office concerning the appropriate level of detail regarding **Modernizing HUD's Consolidated Planning Process to Narrow the Digital Divide and Increase Resilience to Natural Hazards requirements**, was received on June 27, 2019 via email and therefore is acceptable.

Additionally, our Office of Fair Housing and Equal Opportunity (FHEO) is pleased with the efforts the County made to include fair housing related issues reported in the AI study within the Consolidated Plan. Furthermore, the Fair Housing Office of Warren County is responsible for addressing impediments identified in its AI study and in the 2019 Fair Housing Action Plan.

The 2019 Fair Housing Action Plan show that County will be working to improve financial education, promote Ohio Housing Locator; provide Fair Housing Training for Policy Makers; Update zoning codes to address mixed use housing; impediments for group and recovery homes; improve the employment & housing transportation linkage; provide accessible housing for the people with disabilities; and testing of financial institutions lending policies and practices.

Funding Approval/Agreement

Title I of the Housing and Community Development Act (Public Law 930383)
 HI-00515R of 20515R

U.S. Department of Housing and Urban Development
 Office of Community Planning and Development
 Community Development Block Grant Program

OMB Approval No. 2506-0193
 exp 5/31/2018

1. Name of Grantee (as shown in Item 6 of Standard Form 424) Warren County	3a. Grantee's 9-digit Tax ID Number 31600058	3b. Grantee's 9-digit DUNS Number 784327608
2. Grantee's Complete Address (as shown in Item 5 of Standard Form 424) 406 Justice Drive Room 311 Lebanon, OH 45036	4. Date use of funds may begin (05/01/2018)	
	5a. Project/Grant No. 1 B-19-UC-39-0009	6a. Amount Approved \$733,903.00
	5b. Project/Grant No. 2	6b. Amount Approved

Grant Agreement: This Grant Agreement between the Department of Housing and Urban Development (HUD) and the above named Grantee is made pursuant to the authority of Title I of the Housing and Community Development Act of 1974, as amended, (42 USC 5301 et seq.). The Grantee's submissions for Title I assistance, the HUD regulations at 24 CFR Part 570 (as now in effect and as may be amended from time to time), and this Funding Approval, including any special conditions, constitute part of the Agreement. Subject to the provisions of this Grant Agreement, HUD will make the funding assistance specified here available to the Grantee upon execution of the Agreement by the parties. The funding assistance specified in the Funding Approval may be used to pay costs incurred after the date specified in Item 4 above provided the activities to which such costs are related are carried out in compliance with all applicable requirements. Pre-agreement costs may not be paid with funding assistance specified here unless they are authorized in HUD regulations or approved by waiver and listed in the special conditions to the Funding Approval. The Grantee agrees to assume all of the responsibilities for environmental review, decision making, and actions, as specified and required in regulations issued by the Secretary pursuant to Section 104(g) of Title I and published in 24 CFR Part 58. The Grantee further acknowledges its responsibility for adherence to the Agreement by sub-recipient entities to which it makes funding assistance hereunder available.

U.S. Department of Housing and Urban Development (By Name) Renee Ryles	Grantee Name (Contractual Organization) Warren County (Warren County) - Shannon Jones
Title Acting CRD Director	Title President
Signature <i>Renee Ryles</i>	Signature <i>Shannon Jones</i>
Date (mm/dd/yyyy) 07/10/19	Date (mm/dd/yyyy) 08/06/2019


7. Category of Title I Assistance for this Funding Action: Entitlement, Sec 106(b)	8. Special Conditions (check one) <input type="checkbox"/> None <input checked="" type="checkbox"/> Attached	9a. Date HUD Received Submission (05/16/2018)	10. Check one <input checked="" type="checkbox"/> a. Orig. Funding Approval <input type="checkbox"/> b. Amendment Amendment Number
		9b. Date Grantee Notified (07/10/2018)	
		9c. Date of Start of Program Year (05/01/2018)	
11. Amount of Community Development Block Grant			
a. Funds Reserved for this Grantee		FY (2018)	FY (2017)
		\$733,721.00	\$ 182.00
b. Funds now being Approved			\$.00
c. Reservations to be Cancelled (11a minus 11b)			

12a. Amount of Loan Guarantee Commitment now being Approved N/A	12b. Name and complete address of Public Agency Warren County 406 Justice Drive Room 311 Lebanon, OH 45036
Loan Guarantee Acceptance Provisions for Designated Agencies: The public agency hereby accepts the Grant Agreement executed by the Department of Housing and Urban Development on the above date with respect to the above grant number(s) as Grantee designated to receive loan guarantee assistance, and agrees to comply with the terms and conditions of the Agreement, applicable regulations, and other requirements of HUD now or hereafter in effect, pertaining to the assistance provided it.	12c. Name of Authorized Official for Designated Public Agency
	Title
	Signature

HUD Accounting use Only

Batch	TAC	Program Y	A	Reg	Area	Document No.	Project Number	Category	Amount	Effective Date (mm/dd/yyyy)	F
	153										
	176										
		Y					Project Number		Amount		
		Y					Project Number		Amount		

Date Entered PAS (mm/dd/yyyy)	Date Entered LOCCS (mm/dd/yyyy)	Batch Number	Transaction Code	Entered By	Verified By
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APPROVED AS TO FORM

 Keith W. Anderson
 Asst. Prosecuting Attorney

8. Special Conditions.

- (a) The period of performance for the funding assistance specified in the Funding Approval ("Funding Assistance") shall begin on the date specified in item 4 and shall end on September 1, 2026. The Grantee shall not incur any obligations to be paid with such assistance after September 1, 2026.
- (b) The Recipient shall attach a schedule of its indirect cost rate(s) in the format set forth below to the executed Agreement that is returned to HUD. The Recipient shall provide HUD with a revised schedule when any change is made to the rate(s) described in the schedule. The schedule and any revisions HUD receives from the Recipient shall be incorporated herein and made a part of this Agreement, provided that the rate(s) described comply with 2 CFR part 200, subpart E. NA

<u>Administering Department/Agency</u>	<u>Indirect cost rate</u>	<u>Direct Cost Base</u>
NA	%	
	%	
	%	
	%	
	%	

Instructions: The Recipient must identify each agency or department of the Recipient that will carry out activities under the grant, the indirect cost rate applicable to each department/agency (including if the de minimis rate is used per 2 CFR §200.414(f)), and the type of direct cost base to which the rate will be applied (for example, Modified Total Direct Costs (MTDC)). Do not include indirect cost rates for subrecipients. NA

- (c) In addition to the conditions contained on form HUD 7082, the grantee shall comply with requirements established by the Office of Management and Budget (OMB) concerning the Dun and Bradstreet Data Universal Numbering System (DUNS); the System for Award Management (SAM.gov.); the Federal Funding Accountability and Transparency Act as provided in 2 CFR part 25, Universal Identifier and General Contractor Registration; and 2 CFR part 170, Reporting Subaward and Executive Compensation Information.
- (d) The grantee shall ensure that no CDBG funds are used to support any Federal, State, or local projects that seek to use the power of eminent domain, unless eminent domain is employed only for a public use. For the purposes of this requirement, public use shall not be construed to include economic development that primarily benefits private entities. Any use of funds for mass transit, railroad, airport, seaport or highway projects as well as utility projects which benefit or serve the general public (including energy-related, communication-related, water-related and wastewater-related infrastructure), other structures designated for use by the general public or which have other common-carrier or public-utility functions that serve the general public and are subject to regulation and oversight by the government, and projects for the removal of an immediate threat to public health and safety or brownfield as defined in the Small Business Liability Relief and Brownfields Revitalization Act (Public Law 107-118) shall be considered a public use for purposes of eminent domain.
- (e) The Grantee or unit of general local government that directly or indirectly receives CDBG funds may not sell, trade, or otherwise transfer all or any such portion of such funds to another such entity in exchange for any other funds, credits or non-Federal considerations, but must use such funds for activities eligible under title I of the Act.
- (f) E.O. 12372 – Not applicable in Ohio.
- (g) CDBG funds may not be provided to a for-profit entity pursuant to section 105(a)(17) of the Act unless such activity or project has been evaluated and selected in accordance with Appendix A to 24 CFR 570 - "Guidelines and Objectives for Evaluating Project Costs and Financial Requirements." (Source - P.L. 113-235, Consolidated and Further Continuing Appropriations Act, 2015, Division K, Title II, Community Development Fund).

Resolution

Number 19-1019

Adopted Date August 06, 2019

ACKNOWLEDGE THE ELECTRONIC DATA EXCHANGE INSTRUCTIONS WITH DENTAL CARE PLUS

WHEREAS, due to the recent implementation of Munis software through Tyler Technologies, Warren County now has the ability to electronically transfer enrollment information to insurance carriers system; and

WHEREAS, in order to set up, test, and maintain ongoing enrollment data transfer between the software systems, Warren County authorizes Dental Care Plus to exchange enrollment and disenrollment information with Tyler Technologies/Munis software as necessary to administer the Dental Plan; and

NOW THEREFORE BE IT RESOLVED, to acknowledge the process as outlined on the attached Electronic Data Exchange Instructions and authorize Tiffany Zindel, Warren County Administrator, to sign the attached instructions.

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

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

Resolution adopted this 6th day of August 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

HR/

cc: c/a—Dental Care Plus
Dental Care Plus
Information Technology (file)
Benefits File
Tammy Whitaker, OMB

ELECTRONIC DATA EXCHANGE INSTRUCTIONS

1. Warren County ("Employer"), is the plan sponsor of a health plan which is offered or administered by the Dental Care Plus Group ("DCP"), 100 Crowne Point Place, Cincinnati, Ohio 45241, and which provides dental benefits to Employer's employees and their dependents ("Dental Plan").
2. Employer has contracted with *Munis ("Contractor") to provide services to Employer, including the maintenance and exchange of enrollment and disenrollment records for the Dental Plan.
3. Employer authorizes and instructs DCP to exchange enrollment and disenrollment information with Contractor as necessary to administer the Dental Plan. Such exchange shall include, but not be limited to, the electronic receipt by DCP from Contractor of information regarding additions, terminations and modifications to Dental Plan enrollment records.
4. Employer further authorizes DCP to communicate directly with Contractor, whether electronically, in writing, by phone or in person, as necessary to clarify and resolve issues with respect to enrollment and disenrollment information, including but not limited to issues which arise when testing electronic communication systems and protocols or when loading or transferring data electronically.
5. DCP may rely on the completeness and accuracy of the enrollment and disenrollment information provided by Contractor, and DCP shall have no responsibility or liability for incomplete or inaccurate information provided by Contractor or Employer.
6. Employer will notify DCP at least thirty days in advance in writing at DCP's business address as set forth above, if Contractor will no longer be providing enrollment and disenrollment information on Employer's behalf. Such notice will include the date on which Contractor's responsibility to provide enrollment and disenrollment information on Employer's behalf terminates, and the name, address, phone number, fax and e-mail address of the party with whom DCP is to electronically exchange such information after the termination date of Contractor's responsibility (the "Replacement Contact"), and such other information as necessary for DCP to electronically exchange enrollment and disenrollment information with the Replacement Contact. If the Replacement Contact is a third party, a new Electronic Data Exchange Instructions form must be completed by Employer and provided to DCP at least 10 days prior to the effective date of the change.
7. Employer has notified the Contractor of these Instructions, and has authorized and instructed the Contractor to electronically exchange enrollment and disenrollment information with DCP, and to cooperate and communicate with DCP electronically, in writing, in phone or in person, as necessary to clarify or resolve issues regarding the enrollment and disenrollment information, including but not limited to issues which arise when testing electronic communication systems and protocols or when loading or transferring data electronically.

8. Contractor's contact information is as follows:

Contact person: Paul Bernard, Warren County IT Deputy Director

Mailing address: 406 Justice Drive, Lebanon, Ohio 45036

Phone number: 513-695-1991

Fax number: _____

eMail address: paul.bernard@co.warren.oh.us

Other information: * Munis software purchased from Tyler Technologies
Munis data exchange is between Warren County & DCP

Employer hereby acknowledges and agrees to the terms and instructions set forth above, which are effective as of the date set forth below, and will continue in effect until DCP is notified in writing by Employer of any change thereto.

Employer Name: Warren County Board of County Commissioners

Mailing address: 406 Justice Drive, Lebanon, Ohio 45036

Phone number: 513-695-1324

Print Name: Tiffany Zindel

Title: Warren County Administrator

Effective Date: 8/6/19

Signature: Tiffany Zindel

Resolution

Number 19-1020

Adopted Date August 06, 2019

ENTER INTO PROFESSIONAL SERVICE CONTRACT WITH THE CITY OF LEBANON
RELATIVE TO BUILDING PERMIT PROCESSING AND INSPECTION SERVICES

BE IT RESOLVED, to enter into a professional service contract with the City of Lebanon for the purpose of Warren County providing building permit processing and inspection scheduling, building inspection, plan review and Building Official services on behalf of the City of Lebanon; copy of said contract as attached hereto and made a part hereof.

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

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

Resolution adopted this 6th day of August 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/to

cc: C/A—City of Lebanon
Building Department (file)

**CITY OF LEBANON
PROFESSIONAL SERVICE CONTRACT**

THIS AGREEMENT, is made by and between the **City of Lebanon, Ohio**, hereinafter referred to as "City" and the **Warren County Board of County Commissioners**, hereinafter referred to as "the County," witnesses:

WHEREAS, the Lebanon Building Department has been certified by the State of Ohio Board of Building Standards to exercise enforcement authority, to accept and approve plans and specifications, and to make inspections pursuant to sections 3781.10 (E) (1) and (E) 2 of the Ohio Revised Code; and

WHEREAS, the City desires to engage the services of the County to perform Services as defined in Exhibit A; and

WHEREAS, the County is authorized to enter into this Professional Service Contract with the City pursuant to section 307.15(A) (1) of the Ohio Revised Code; and

NOW, THEREFORE, for and in consideration of the promises, covenants and agreements herein contained, the parties mutually agree as follows:

1. **SCOPE OF SERVICES.** The County shall, in a satisfactory and proper manner as determined by the City Manager of the City, provide building permit processing and inspection scheduling, building inspection, plan review, and Building Official services as delineated in Exhibit A of this agreement
2. **TERM.** This agreement shall remain in effect for a period of 5 years after execution of the agreement pursuant to the terms and conditions of this agreement
3. **COMPENSATION AND METHOD OF PAYMENT.** City shall pay the County for services rendered seventy-five percent (75%) of all building permit fees collected pursuant to the Warren County published fee schedule (excluding the supplemental 1% or 3% fee paid directly to the Ohio Board of Building Standards). The City may waive all or part of the fees due by an applicant for a specific permit, but such action shall not relieve the City of the obligation to pay seventy five percent (75%) to the Warren County published fee schedule. Collection of the permit fees shall be the sole responsibility of the County.
4. **SUBCONTRACTING.** None of the work or services covered by this Contract shall be subcontracted without the prior approval of the City. Any work or services subcontracted hereunder shall be specified by written contract reviewed by the City before execution, which contract shall explicitly state that it is subject to each provision of this Contract.
5. **ASSIGNABILITY.** The County shall not assign any interest in this Contract, and shall not transfer any interest in the same, whether by assignment or novation, without prior written consent of the City.

6. TERMINATION.

A. Termination of Contract for Cause. If, through any cause, the County shall fail to fulfill in a timely and proper manner his obligations under this Contract, or if the County violates any of the covenants or agreements of this Contract, the City shall have the right to terminate this Contract by giving written notice to the County specifying the effective date of the termination, at least Ten (10) days before such effective date. In such event, all finished or unfinished documents, data, studies, and reports prepared by the County under this Contract shall, at the option of the City, become its property and the County shall be entitled to receive equitable compensation for any work satisfactorily completed. Notwithstanding the above, the County shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Contract by the County.

B. Alternatives to Termination. In the event the County fails to fulfill the terms and conditions of this Contract in a timely and diligent manner, the City reserves the right, at its sole option, as an alternative to termination of the Contract, to reduce the services required herein of the County and reduce the project budget in a manner which reflects such a reduction, by giving notice of such in writing, stating the date such reduction will become effective.

C. Termination of Contract for Convenience. Both the City and the County may terminate this Contract at any time by giving at least one-hundred and twenty (120) days notice in writing. If the Contract is terminated as provided herein, the County shall be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the County covered by this Contract, less payments of compensation previously made.

7. COMPLIANCE WITH LAWS AND POLICIES.

A. In the performance of services under this Contract, the County shall comply with all statutes, ordinances, regulations, and rules of the State of Ohio and the City of Lebanon, which are applicable to the expenditure of public funds, and in effect at the time of service.

B. Whenever under the Contract, City notices, approvals, authorizations, waivers, instructions or determinations are required, they shall be effective only when given either (1) in writing and signed by the City or (2) by general issuances or regulations issued from time-to-time by the City.

8. LIABILITY.

A. All personnel or agents of the County shall, for the purposes of allocation of liability to third parties only, be deemed to be acting under the direction and control of the County and not under the direction and control of any other party to this Contract, and their employer or principal shall assume the risk of any liability to third parties arising from the conduct, acts or omissions of such personnel or agents. In the event of any claim or action arising from any circumstances to which this Contract applies, and whether or not a reservation of rights is made, the parties, as condition

of this Contract, shall give their full cooperation to any party defending such a claim or action.

B. Each party to this Agreement agrees to be liable for the negligent acts or negligent 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 acts or omissions, and nothing in this Agreement shall impute or transfer any such liability from one to the other.

- 9. EVALUATION, REPORTS, INFORMATION, AND AUDIT.** The County agrees to participate fully in all evaluation activities initiated by the City. At such times and in such form the City may require, the County shall furnish the City such reports as may be requested pertaining to the work or services undertaken pursuant to this Contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Contract. The County shall retain all financial and administrative records for a minimum of three years following completion of the contract, and shall permit the City or any of its representatives or auditors access to such records.
- 10. INSURANCE.** As evidence of the County's ability to be responsible for its allocation of risks stated in paragraph 8 herein, the County warrants it is self-insured for Worker's Compensation, and further, for purposes of public liability insurance the County is self-insured but is a member of a risk shared pool coverage, namely County Risk Sharing Authority (C.O.R.S.A.) whose contact information is: 209 E. State Street Columbus, Ohio 43215, Telephone: 1-866-455-8039 and web page: <http://www.ccao.org>, the coverage and policy of limits of which being identified in the attached Memorandum of Coverage(2013-2014). The County further warrants it will notify the City in accordance with the notice requirements set forth in paragraph 11 herein of any changes in its worker's compensation or public liability coverage no less than ten (10) days prior to such change or cancellation. If the County elects to sub-contract any of its duties and responsibilities under this agreement, the County will notify the City in accordance with the notice requirements set forth in paragraph 11 herein, no less than ten (10) days prior use of any sub-contractor, and any such sub-contractor shall maintain worker's compensation insurance and professional liability insurance, the minimum coverage of which must be approved by the City. Any subcontractor must name the County and the City as an additional insured. All sub-contractors must provide a certificate of insurance, executed by the insuring company or its authorized agent, to the County and the City indicating the types and amount of coverage, and naming the insured parties including the County and City as additional insured's.

As evidence of the City's ability to be responsible for its allocation of risks stated in paragraph 8 herein, the City warrants it is insured as follows: Argonaut Comprehensive Coverage Policy
Evidence of coverage is attached hereto.

11. **NOTICE.** All notices hereunder shall be in writing and shall be served by certified mail, return receipt requested and addressed as follows:

if to City of Lebanon:

City of Lebanon
50 South Broadway
Lebanon, OH 45036

if to Warren County:

Warren County Commissioners
406 Justice Drive
Lebanon, Ohio 45036


12. **SEVERABILITY.** In the event that any provision of this Contract is declared or determined to be unlawful, invalid or unconstitutional, such declaration shall not affect, in any manner, the legality of the remaining provisions and each provision of the Contract will be and is deemed to be separate and severable from each other provision.

IN WITNESS WHEREOF, the City has executed this Agreement on this _____ day of _____, 2019.

CERTIFICATION OF AVAILABILITY OF FUNDS

CITY OF LEBANON

I hereby certify that the funds required for this Contract have been lawfully appropriated and are in the Treasury or are in the process of collection to the credit of the appropriate fund, free from prior encumbrance.

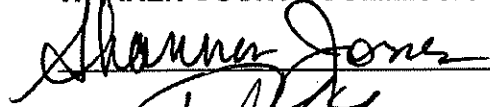


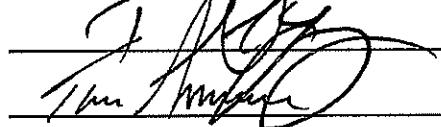
Scott Brunka, City Manager



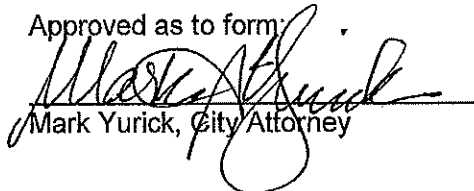
Dan Burke, City Auditor

WARREN COUNTY COMMISSIONERS





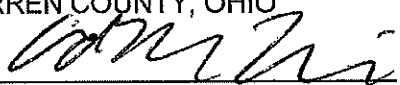
Approved as to form:



Mark Yurick, City Attorney

Approved as to form:

David P. Fornshell
PROSECUTING ATTORNEY
WARREN COUNTY, OHIO

By: 

Asst. Prosecutor

EXHIBIT A

1. The City agrees that the County shall exercise enforcement authority for inspections and make inspections on behalf of the City and shall review plans and specifications. Such authority conveyed to County by this agreement shall be no more than the authority conveyed to Lebanon, Ohio by its Building Codes and by the Ohio Revised Code Sections 3781.10 (E) (1) and (E) (2).
2. The County agrees to exercise enforcement authority for inspections and plan review within the City and to make inspections and plan review on behalf of the City. No waiver of code requirements shall be issued by the County. Inspections shall be performed on a regular basis during normal business hours, except for inspections that must be performed during hours of darkness or during commercial "shut-down" conditions. Plan review shall routinely be performed within 72 hours of receipt of plans, for 1, 2, and 3 family dwellings. Plans to be reviewed under the requirements of the Ohio Building Code will routinely be reviewed within 3 to 10 business days from receipt of plans. Failure to render services in compliance with the Ohio Building Code will result in non-payment to the County. Plans are to be submitted to the Warren County Building Department's office at its address as identified above.
3. The County agrees that inspectors will be available by telephone to respond to citizen queries between 8:00am and 5:00pm, on days when the County is normally open for business. All inspectors and plan reviewers will maintain the relevant state certification as required by law.
4. The City has established a statutory building permit fee schedule which is enumerated in the City's Codified Ordinances, which may be changed from time to time at the discretion of the City. The County agrees to submit any dispute regarding the Lebanon building code to the duly appointed Appeals Board for final decision and to accept such decision.
5. The County agrees to furnish the following specific services to the City:
 - a. Examine plans and specifications for proposed work, as required by the Lebanon Building Code, the Ohio Residential Code and the Ohio Building Code. Such examination and plan approval pertains only in general to technical and energy code compliance. Any part which may be in violation will not be considered as being approved. Site plan and related zoning permit fees shall be reviewed and retained by Lebanon. The County will not knowingly issue any building permit until a zoning certificate has been approved.
 - b. The County shall process all building permits and appropriate fees at their location. The County shall reimburse the City on a monthly basis 25% of all the fees collected during the preceding month.
 - c. Upon request, advise applicants on Code requirements, but shall not perform design services for the completion of inadequate applications.
 - d. Perform job inspections of all work described on the application and plans, including the installation of equipment. Such service shall be provided promptly in the order received or scheduled without regard to type or extent of work, but within normal scheduling.
 - e. Upon request of the Lebanon Law Director, make itself reasonably available for and shall testify in any judicial proceeding or any formal or informal dispute resolution proceeding involving issues arising from the performance of the services herein described. After the first appearance on a specific case, County shall be paid \$100.00 per hour for the time any of its employees or principals shall take to fulfill the requirement as set forth in this section.

f. Provide emergency inspections after normal working hours at a rate of \$50 per hour for residential and \$100 per hour for commercial inspections.

g. All documents, including applications, plan review, job progress reports and inspection reports shall remain the property of the City.

h. Serve as the Building Official for the City. Responsibilities will include pre-permit submittal reviews and project evaluations for proposed projects as requested by the City.

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 19-1021

Adopted Date August 06, 2019

ENTER INTO AN AGREEMENT WITH SOUND COMMUNICATIONS, INC. ON BEHALF OF WARREN COUNTY TELECOMMUNICATIONS

WHEREAS, Sound Communications, Inc. will renew the agreement to provide maintenance and support to sound equipment for Public Safety and 911 recording systems; and

NOW THEREFORE BE IT RESOLVED, to enter into an agreement with Sound Communications, Inc. on behalf of Warren County Telecommunications renewing the maintenance and support agreement for Public Safety and 911 recording sound equipment; as attached hereto and a part hereof.

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

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

Resolution adopted this 6th day of August 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—Sound Communications, Inc.
Telecom (file)



Sound Communications, Inc.

P.O. Box 1148, Grove City, OH 43123

Phone: 800-556-8556 Fax: 614-875-8179

www.soundcommunications.com

Annual Maintenance & Support Coverage Offer & Acceptance

Sound Communications, Inc., is pleased to provide this renewal of Maintenance & Support Coverage on your Verint Audiolog system at the level shown below. To maintain your coverage with no lapses, we must receive your Renewal via fax, email, or standard mail, by no later than midnight of the date shown. In addition, Payment must be received by no later than 10 days after the renewal date, or coverage may lapse. If you would like to discuss other coverage options, or are considering a change to service on a time and materials basis please contact us at the number shown above. Our current support rates are shown below. Please be aware that customers covered by an Annual Maintenance & Support plan always receive priority queuing for support requests. In addition, guaranteed response times are only offered in conjunction with maintenance and support agreements. Please refer to the accompanying current Terms & Conditions document for more information.

Customer Name:	Warren County 911	Phone:	513-695-1318
Billing Contact Name:	Paul Kindell	E-Mail:	paul.kindell@wcoh.net
Billing Address:	500 Justice Drive Lebanon, Ohio 45036		
System Location (if different):			
Coverage Dates:	8/15/2019 to 8/14/2020	System Identifier:	See Detail Page

Plan Level: Standard
Plan Cost: \$41,486.86

This Offer extended on behalf of Sound Communications, Inc., by:

James W. Jacobs
James W. Jacobs, Controller

By my signature below, I affirm that I am authorized to accept, and do accept, this Offer on behalf of my organization. We agree to the payment terms as outlined in the Terms & Conditions.

Signature: *Shannon Jones*
(if different from Billing Contact above, please provide new information below)
PO#: _____

Date: 8/16/19

Billing Contact (if different)		System Supervisor
Name:		
Phone:		
Fax:		
Email:		
Cell (optional):		

SCI Hourly Support Rates as of: 1/1/2015

	Business	After-hours	Weekend & Holiday
Phone	\$105.00	\$145.00	\$230.00
Remote Access	\$125.00	\$175.00	\$260.00
In-House	\$115.00	\$160.00	\$245.00
Onsite	\$185.00	\$265.00	\$350.00
Trip Charge	\$150.00	\$200.00	\$250.00

APPROVED AS TO FORM
Adam M. Nice
Adam M. Nice
Asst. Prosecuting Attorney



Sound Communications, Inc.

P.O. Box 1148, Grove City, OH 43123

Phone: 800-556-8556 Fax: 614-875-8179

www.soundcommunications.com

Annual Maintenance & Support Coverage: Standard Plan

Item	Description	Price
Primary TDM Recorder	48 Channel (DSET) Audiolog 5000 Series MAX-PRO/Quad-Core VoIP Server with two NGX2400 cards, one Intel-PRO/1000GT Dual Port Server Adapter and one Blu-Ray Archive Drive	
Dongle #17288	Audiolog v5 Base Server Software and Licensing	
	45 seats Audiolog Operational Recording License	
Redundant TDM Recorder	48 Channel (DSET) Audiolog 5000 Series MAX-PRO/Quad-Core VoIP Server with two NGX2400 cards, one Intel-PRO/1000GT Dual Port Server Adapter and one Blu-Ray Archive Drive	
Dongle #17286	Audiolog v5 Base Server Software and Licensing	
	45 seats Audiolog Operational Recording License	
Primary TLR1 Recorder	128 Channel (VoIP) Audiolog 5000 Series MAX-PRO/Quad-Core TLR Server with one Intel-PRO/1000GT Dual Port Server Adapter	
Dongle #17466	Audiolog v5 Base Server Software and Licensing	
	128 seats Audiolog Operational Recording License	
Redundant TLR1 Recorder	128 Channel (VoIP) Audiolog 5000 Series MAX-PRO/Quad-Core TLR Server with one Intel-PRO/1000GT Dual Port Server Adapter	
Dongle #17465	Audiolog v5 Base Server Software and Licensing	
	128 seats Audiolog Operational Recording License	
Primary TLR2 Recorder	128 Channel (VoIP) Audiolog 5000 Series MAX-PRO/Quad-Core TLR Server with one Intel-PRO/1000GT Dual Port Server Adapter	
Dongle #17462	Audiolog v5 Base Server Software and Licensing	
	128 seats Audiolog Operational Recording License	
Redundant TLR2 Recorder	128 Channel (VoIP) Audiolog 5000 Series MAX-PRO/Quad-Core TLR Server with one Intel-PRO/1000GT Dual Port Server Adapter	
Dongle #17464	Audiolog v5 Base Server Software and Licensing	
	128 seats Audiolog Operational Recording License	
Central Archive Server	Audiolog 5000 Series MAX-PRO/Dual-Core Server	
Dongle #17463	Central Archiving Server (CAS) License	
Motorola Integration	Motorola Astro P25 IP Console Integration API Licenses	

Annual Standard Maintenance & Support Total

\$41,486.86

Standard Maintenance & Support Coverage provides standard service pack releases and emergency software patches, and phone/remote support during regular business hours (Monday-Friday, 8:00am-5:00pm ET). System hardware is covered for repair or replacement when the server is shipped to SCI for diagnostic troubleshooting. For additional service contract provisions, refer to the Terms & Conditions.

AFFIDAVIT OF NON COLLUSION

STATE OF OHIO
COUNTY OF FRANKLIN

I, JAMES JACOBS, holding the title and position of CONTROLLER at the firm SOUND COMMUNICATIONS affirm that I am authorized to speak on behalf of the company, board directors and owners in setting the price on the contract, bid or proposal. I understand that any misstatements in the following information will be treated as fraudulent concealment of true facts on the submission of the contract, bid or proposal.

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

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

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

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

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

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

James Jacobs
AFFIANT

Subscribed and sworn to before me this 19th day of July 20 19

Jean A. Haughn
(Notary Public),

Franklin County.

My commission expires July 17 20 22



JEAN A. HAUGHN
Notary Public, State of Ohio
My Commission Expires 07-17-2022



Maintenance & Support Agreement: Terms & Conditions

Definitions

"Software" means any computer programs which may be licensed to the Customer as part of their Verint Audiolog digital recording system and covered under this Agreement.

"Service Pack Release" means a maintenance software release that includes fixes to defects found in the product.

"Optional Feature" means software functionality above and beyond core version functionality and for which a separate license is required.

"Hardware" means computer(s) and related equipment supplied to the Customer by Sound Communications and covered by this Agreement.

"Product(s)" and **"System"** mean the hardware purchased by and software licensed to the Customer and covered by this Agreement.

"Plan Level" means the Maintenance & Support Plan Level selected by the Customer.

"Emergency Issue" means a production System is in a state of total inoperability.

"Non-Emergency Issue" means any question or service request not meeting the definition of an Emergency Issue.

"Regular Business Hours" means 8:00 a.m. to 5:00 p.m. Eastern Time, Monday through Friday, except holidays. Holidays are defined by SCI and encompass typically business holidays observed in the U.S.

"Extended Business Hours" means 8:00 a.m. to 8:00 p.m. Eastern Time, Monday through Friday, except holidays. Holidays are defined by SCI and encompass typically business holidays observed in the U.S.

"Weekends and Holidays" means 5:00 p.m. on Friday through 8:30 a.m. on Monday, and any holidays as defined by SCI (typically business holidays observed in the U.S.) from 12:01 a.m. the morning of the holiday to 8:30 a.m. the following morning.

"Installation Date" means (1) signing date of Installation Verification document (2) date of first commercial use of System, or (3) 60 days from delivery date of System to Customer premises, whichever comes first.

Coverage Information

Sound Communications, Inc. (hereafter SCI) offers three plans for Maintenance & Support coverage. These plans are:

Standard Plan: provides for standard service pack releases, emergency software patches and software upgrades (all services to deploy upgrades are billable); and phone/remote support during Regular Business Hours. Covered system Hardware is covered for repair or replacement when the server is shipped to SCI for diagnostic troubleshooting. SCI shall use its best efforts to initiate response within (2) hours for Emergency Issues and by the next business day for Non-Emergency Issues reported during Regular Business Hours. Onsite and/or support outside of Regular Business Hours (e.g. after-hours) may be provided for the Customer's convenience but is not guaranteed. If onsite, after-hours or move/add/change support is requested by the Customer and provided by SCI, SCI may charge for such support on a time and materials basis (based on SCI's discounted labor rates and trip charge waiver for customers under maintenance), and Customer agrees to pay such charges.

Enhanced Plan: provides for repair or replacement of covered system Hardware; standard service pack releases, emergency software patches and software upgrades (remote, business-hours services to deploy upgrades are included; after-hours and/or onsite services may be billable); and phone/remote/onsite support during Extended Business Hours. SCI shall use its best efforts to initiate response within (1) hour for Emergency Issues and on the same business day for Non-Emergency Issues reported during Regular Business Hours. SCI shall use its best efforts to initiate response within (2) hours for Emergency Issues, and by the next business day for Non-Emergency Issues reported outside of Regular Business Hours. Support outside of Extended Business Hours (e.g. after-hours) may be provided for the Customer's convenience but is not guaranteed. If after-hours or move/add/change support is requested by the Customer and provided by SCI, SCI may charge for such support on a time and materials basis (based on SCI's discounted labor rates and trip charge waiver for customers under maintenance), and Customer agrees to pay such charges.

Premier Plan: provides for repair or replacement of covered system Hardware; standard service pack releases, emergency software patches and software upgrades (all services to deploy upgrades are included); phone/remote/onsite support on a 24/7/365 basis; one annual training session (web-delivery or at Sound Communications) upon request; and one annual remote system inspection and maintenance check upon request. SCI shall use its best efforts to initiate response within (1) hour for Emergency Issues and within (4) hours for Non-Emergency Issues reported during Regular Business Hours. SCI shall use its best efforts to initiate response

within (2) hours for Emergency Issues and by the next business day for Non-Emergency Issues reported outside of Regular Business Hours. Customer also receives SCI's discounted labor rates and trip charge waiver for moves, adds, changes and service subject to coverage limitations.

Software Upgrade Policy

The Customer is eligible for software upgrades based on the Plan as described above. Covered software upgrades shall include all versions that the software developer makes generally available (GA) and includes in its software assurance or maintenance program. Software upgrades shall *not* include the following: operating system upgrades; database upgrades; changes or modifications to the System that are not made generally available (GA) by SCI or the software developer; new products and/or features that were previously not available (e.g. speech analytics); and custom programming or other technical/professional services except as noted above.). In addition, the following apply to all upgrades and Plan levels:

- If Customer desires to be upgraded, and their current recording server requires any modifications to make it compatible with the upgrade, Customer is responsible for the cost of these modifications.
- If an upgrade includes additional Optional Features, Customer will be required to purchase a license for any such Optional Features that Customer chooses to implement.
- Unless approved by SCI in writing and in advance, installation of any update by anyone other than SCI or an authorized SCI representative may terminate SCI's obligations under this Agreement.

Remote Access Requirements

SCI requires remote access to the Customer's System in order to provide remote technical support and ensure prompt response times. SCI supports a variety of remote access alternatives, with VPN being the preferred alternative. Provision of remote access by the Customer will constitute permission for any support requested under this Agreement. Failure to provide remote access may result in additional charges.

Customer-Furnished Equipment

If Customer provides any Hardware, warranty and support coverage is limited to the Software and any Hardware supplied by SCI. In order for SCI to diagnose a problem, it will be necessary for SCI to run tests on Customer-provided Hardware. Should onsite service be required, and it is determined that the problem is related to Customer-provided Hardware, SCI may charge Customer for time and materials (based on SCI's discounted labor rates and trip charge waiver), and Customer agrees to pay any such charges.

Third-Party Software Installations

SCI recommends that, in the event Customer desires or requires installation of third-party software on a System server or servers, Customer should notify SCI prior to such installation. Should onsite service be required subsequent to such installation, and it is determined that the problem is related to such third-party software, SCI may charge Customer for time and materials (based on SCI's discounted labor rates and trip charge waiver), and Customer agrees to pay any such charges.

Anti-Virus Software Maintenance Policy

SCI recommends that all Systems be protected with anti-virus software. Customer may choose to supply and maintain anti-virus software provided such software is sourced from a Microsoft-approved anti-virus software partner. Alternatively, Customer may choose to have SCI install anti-virus software, with the latest virus inoculation file updates, on all servers that SCI supplies. In this case, maintenance of virus protection updates is transferred, along with responsibility for any yearly subscription fees, to the Customer upon installation of the System. In the event that Customer fails to maintain virus protection, SCI may charge Customer (based on SCI's discounted labor rates and trip charge waiver) for any support or service required because of viruses, worms, and the like, and Customer agrees to pay any such charges.

Operating System Update Policy

SCI installs the Microsoft Operating System and applicable security patches on servers we supply at the time of System installation. Thereafter, operating system and security updates/patches (regularly made available by Microsoft) are the responsibility of the Customer, based on guidance from SCI as to compatibility. Customer is advised that such updates should not be done on an automatic or "push" basis and should be done during non-critical business hours. Additional documentation describing recommended update procedures is available from SCI's Technical Support Department.

Service & Support Process

Upon acceptance and/or renewal of Maintenance & Support coverage, Customer shall designate one person to serve as the primary point of contact with SCI for all service activities performed under this Agreement. This person shall be designated as System Supervisor and shall be an appropriately qualified person who has been trained in the operation and administration of the System. The System Supervisor may open service requests, in accordance with the Customer's selected Plan, by contacting SCI's Technical Support Department via local phone (614-875-8500), toll-free phone (1-866-371-8324) or email (tech.support@soundcommunications.com). Additional Customer personnel may open service requests only if they have been

verified by the System Supervisor as having authorization to do so. If personnel changes require appointment of a new System Supervisor, Customer is responsible for securing appropriate Administrator training from SCI at then-current rates.

Onsite Service

SCI's obligations to provide onsite service under this Agreement are conditioned upon the Customer:

- Granting SCI reasonable access to the System to perform services thereon,
- Providing SCI a secure and safe work environment and any necessary electrical and/or telecommunications connections and ancillary equipment, and
- Providing a technical point of contact that is onsite and available at all times while an SCI System Specialist is onsite.

If Customer does not meet any one of these foregoing conditions, and a return trip is required which could have been avoided had such condition been met, SCI may charge for time and materials for the trip in which Customer failed to meet such conditions, and Customer agrees to pay any such charges (based on SCI's discounted labor rates and trip charge waiver).

Coverage Period & Lapse in Coverage

The initial System purchase price includes full hardware warranty and 24/7/365 technical support coverage for a Maintenance Period of one year from the Installation Date. SCI recommends that maintenance and support coverage remain in place at all times, and an offer for maintenance and support coverage renewal will be sent approximately 60 days prior to the expiration date of existing coverage.

Coverage must be renewed, and fees paid by no later than 10 days after the renewal date to avoid lapse. In the event coverage lapses, SCI may reactivate coverage on the following conditions:

- SCI will inspect System to ensure it is in performing normally. Should any work be required to restore System to normal operation, Customer agrees to pay for such work on a time and materials basis (subject to SCI's then-current rates), and
- Customer agrees to pay a reactivation fee equal to 10% of the annual cost of the new Maintenance & Support plan to cover administrative and other costs associated with the Maintenance & Support reactivation.

Coverage Limitations & Exclusions

SCI's responsibility with respect to this Agreement is limited to Hardware and Software supplied by SCI and/or covered by this Agreement. SCI is neither responsible nor liable for loss of business to Customer due to hardware/software failure, nor for any indirect, consequential or incidental damages. In the unlikely event of SCI's material breach of its obligation under this Agreement, Customer shall receive a credit not to exceed the prorated amount for any unused time period remaining under the then-current maintenance and support Agreement.

Maintenance & Support coverage specifically excludes moves, additions and/or changes to the System that may be requested by the Customer during the term of this Agreement. These include but are not limited to: work due to changes in the Customer's existing environment (PBX, network, desktop applications, etc.); IP address changes; physical relocation of System components; startup/shut down of System; anti-virus updates; and Microsoft security updates. SCI will quote pricing, based on discounted labor rates and trip charge waiver, for work associated with moves, additions and changes on a case-by-case basis as requested by the Customer. Also excluded from coverage are repair or maintenance for damages or System failure due to misuse, negligence, tampering, accident, abuse, flood, fire, wind, acts of God or public enemy, wiring, repair or alteration by anyone other than SCI with SCI's prior written approval. Damage caused by equipment or lines of the host telephone system, and parts which have been damaged or consumed by pests or domestic animals, lost or stolen, are similarly excluded from coverage. SCI will quote pricing, based on discounted labor rates and trip charge waiver, for work resulting from any such excluded causes on a case-by-case basis as requested by the Customer.

While it is the intention of SCI to offer contracted maintenance and support for every System, advances in technology at times limit our ability to do so. Therefore, in the event a System has been covered by an Agreement for four (4) or more years, SCI may choose to support said System on a time and materials basis only, based on the age of and general support for the System's Hardware and operating system. In such case, SCI will provide a minimum of forty-five (45) days' notice and offer Customer a trade-in option to upgrade the System and continue maintenance and support on a contracted basis.

Force Majeure

SCI will not be liable for any failure to perform due in whole or in part to unforeseen circumstances or causes beyond SCI's control. When any such circumstance(s) exist, SCI shall have the right, in its sole discretion, to allocate available services and resources among any and all customers, or to suspend its obligations entirely for the period of time it is hindered or prevented from performing such obligations, provided that SCI exercises due diligence to remove the cause of such failure.

Notification

Any communication between SCI and Customer, pursuant to this Agreement, shall be made in writing and shall be deemed to have been given if personally delivered, faxed, emailed to the last known email address of the billing contact and/or System Supervisor, or mailed by registered mail to the last known address of the parties or to such other address as the parties may direct in writing.



Sound Communications (SCI) is committed to partnering with our customers so that you achieve the highest levels of success with the deployment and ongoing use of your system(s). This document is designed to explain how our Technical Service department works, and how you can work with us to ensure we meet this commitment.

Roles and Responsibilities

Once deployment of the system(s) has been completed, the customer is responsible for certain tasks which may vary depending on the type of system purchased (e.g. Audiolog, SCI-DVR, etc.). Tasks which are the customer's responsibility are covered in the Administrator Training conducted at the time of installation. If your administrator changes, we highly recommend the new administrator receive formal training as well (this is a requirement for Maintenance & Support customers). Training may be purchased at any time through our Professional Services Division.

In general, tasks which are the **Customer's** responsibility include:

- Maintaining any integration tables and user-specific configurations required by your system
- Responding to server and/or application alarms and contacting SCI as needed for further support
- Applying Windows updates per the guidelines provided by SCI
- Maintaining/updating anti-virus software (if desired) per the guidelines provided by SCI
- Maintaining any user-supplied hardware on which system software resides
- Providing and maintaining PCs on which client software resides, including hardware, operating system software, sound cards, and network connections

Tasks which are the responsibility of Sound Communications' Technical Services Division include:

- Answering technical questions about products. Such inquiries may include but are not limited to, inquiries that require an explanation of a feature, function or error message, as well as questions relating to the system administration of a product
- Analyzing an issue to isolate specifically where a problem resides
- Remote analysis conducted by logging into remote systems, reviewing and analyzing of log files and traces as well as problem replication and solution recommendations
- Applying fixes and/or known workarounds including but not limited to application of Service Packs and Hot fixes
- Onsite replacement of defective hardware and other support as may be necessary

Tasks which may also require involvement by Product Development personnel include:

- Advanced testing and diagnosis of an issue
- Assembly of verifiable, reproducible product defects, errors or problems and supporting documentation to diagnose, fix or work around a problem that is believed to be a product defect for which no known patch exists
- Development and delivery of any work-around for product defects, errors or problems
- Advanced engineering support to develop a code fix, patch or an advanced work around
- Workarounds for configurations, customizations and third-party products, provided that they have been approved in advance.

All Product Development support is provided via remote access. All requests are triaged and prioritized according to issue severity, with Emergency Issues (production systems that are inoperable) receiving top priority.

Support Rates and Charges

For customers not covered by a Maintenance and Support Agreement, the following hourly charges apply:

	Business (M-F 8:30am-5:00pm ET)	After Hours	W/E & Holiday
Phone	\$105.00	\$145.00	\$230.00
Remote Access	\$125.00	\$175.00	\$260.00
In – House	\$115.00	\$160.00	\$245.00
On Site	\$185.00	\$265.00	\$350.00
Trip Charge	\$150.00	\$200.00	\$250.00

Opening a Service Request

There are two ways to open a service request.

By telephone:

You can reach our Technical Services Division by calling toll free 1-866-371-TECH (8324). Local customers can call 614-875-8500 and follow the prompts for technical support. Emergency issues should ALWAYS be reported by phone.

By email:

Please send all technical service/support related emails to us at tech.support@soundcommunications.com. Please DO NOT direct technical support issues to individual technicians. The address shown here reaches our entire team and enables us to serve you most quickly in the event a given technician is out of the office. If you are reporting an issue after-hours, and want a response prior to the next business day, please contact us by phone as email is only monitored during regular business hours. This includes automated AMC emails in cases where the customer has chosen to copy SCI.

The following information is required to open a service request:

- System identification (serial number, dongle number or other information to help us identify your system)
- Contact name (trained system administrator working on the issue), phone number and cell/pager number.
- Detailed description of the problem
- Events that led to the problem, if applicable, such as any recent configuration changes made to the System or integrated pieces of equipment (e.g. network, desktop, switch, etc.)
- Detailed description of any troubleshooting steps taken to date and whether or not issue can be duplicated (provide directions on any steps to duplicate it).

A service request tracking number will be provided to you and should be reference whenever you update or inquire about case status. SCI will remotely access the system equipment and work with your system administrator towards the diagnosis and resolution of the problem. More than 80% of service issues are resolved either through telephone support or remote access. If the issue requires a site visit, this will be coordinated with your system administrator.

A Note About Client Issues

Client issues are a challenge to troubleshoot since they are impacted by systems over which we have no input or control (e.g. desktop configurations, LAN/WAN configurations, etc.). In these cases, we will likely need assistance from your organization's IT/desktop support team as well as some or all of the following information:

- Bitmap images of screen errors or configurations
- Event viewer logs
- O/S of client PC (with SP level)
- Client software version
- Whatever other information you deem helpful to us

Please remember that client workstations must meet minimum requirements provided. Although SCI will provide support and assistance, your organization's IT team is ultimately responsible for troubleshooting client connectivity issues due to permissions, client-OS, and LAN configurations.

Escalating an Issue

If you need to escalate an existing case or are requesting focused attention on a critical issue, please utilize the escalation chart shown below:

Escalation Level	Contact	Title	Contact Number	Email
Initial Reporting	Sound Communications Technical Support		866-371-8324 614-875-8500	tech.support@soundcommunications.com
Level 1	Jim Capriotti	Technical Support Manager	614-317-9064	jcapriotti@soundcommunications.com
Level 2	Darin Cooper	Director/CTO	614-317-9060	dcooper@soundcommunications.com

Resolution

Number 19-1022

Adopted Date August 06, 2019

APPOINT AN EVALUATION COMMITTEE RELATIVE TO THE PROCUREMENT REQUEST FOR INTERNET SERVICE BANDWIDTH & BGP UPGRADE FOR WARREN COUNTY

WHEREAS, it is the desire of this Board to establish a review committee to review the request for proposal submittals received prior to selection by this Board; and

NOW THEREFORE BE IT RESOLVED, to appoint the following members to the evaluation committee associated with the Internet Service Bandwidth & BGP upgrade for Warren County:


- **Paul Kindell, Warren County Director of Telecommunications**
- **Dustin Flint, Warren County Infrastructure Systems Manager**
- **Daniel Bunning, Warren County Infrastructure Systems Analyst**
- **Ben Clift, Warren County Director of Information Technology**
- **Aaron Crane, Warren County Information Technology Support**

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

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

Resolution adopted this 6th day of August 2019.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: OMB Bid file
Telecom (file)

Resolution

Number 19-1023

Adopted Date August 06, 2019

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

BE IT RESOLVED, to approve and authorize the Warren County Board of Commissioners to enter into the agreement and addendum with NECCO, Inc., on behalf of Warren County Children Services, for calendar year 2019, for the services of a child placement and related services provider. Copy of agreement attached hereto and made a part hereof.

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

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

Resolution adopted this 6th day of August 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

jc/

cc: c/a—NECCO, Inc.
Children Services (file)

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

RECEIVED
JUL 10 2019
W.C.C.S.

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 NECCO, Inc.		
Street/Mailing Address 415 Glensprings DR STE 201		
City Cincinnati	State OH	Zip Code 45246

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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 **04/01/2019** through **03/31/2020**, 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 **\$100,000.00**.
- B. In accordance with Schedule A of this Agreement, the per diem for maintenance and the per diem for administration will be paid for each day the child was in placement. The first day of placement will be paid regardless of the time the child was placed. The last day of placement will not be paid regardless of the time the child left the placement.
- C. In accordance with Schedule A of this Agreement and in addition to Maintenance and Administration, the Agency may agree to pay a per diem for Case Management, Other Direct Services, Transportation Administration, Transportation Maintenance, Behavioral Health Care and Other. All other services and/or fees to be paid for shall be contained in the Addendum of this Agreement.
- D. To the extent that the Provider maintains a foster care network, the agreed upon per diem for maintenance shall be the amount paid directly to the foster parent. Maintenance includes the provision of food, clothing, shelter, daily supervision, graduation expenses, a child's personal incidentals, and liability insurance with respect to the child, reasonable cost of travel to the child's home for visitation and reasonable cost of travel for the child to remain in the school the child was enrolled in at the time of placement. Payment for private Agency staff transporting a child to a home visit or keeping the child in their home school will be paid in accordance with Schedule A (Transportation Maintenance) of this Agreement.
- E. If the plan as determined by the Agency is to return the child to placement with the Provider, the Agency may agree to pay for the days that a child is temporarily absent from the direct care of the Provider, as agreed to by the parties in writing.
- F. The 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 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

NECCO, Inc.
415 Glensprings DR STE 201
Cincinnati OH 45246

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

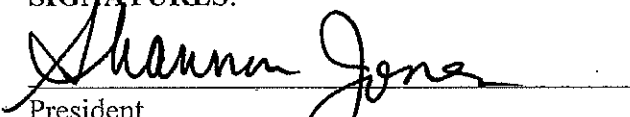
This Agreement and any modifications, amendments, or alterations, shall be governed, construed, and enforced under the laws of Ohio. Any legal action brought pursuant to the Agreement will be filed in the courts located in Warren County, Ohio.

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

SIGNATURES OF PARTIES:

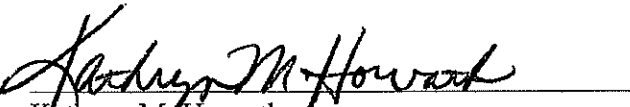
Provider: 	Date 6/28/19
Printed Name NECCO, Inc.	
Agency: 	
Printed Name Warren County Children Services	Date 7/20/19

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by the President of the Warren County Board of Commissioners, pursuant to Resolution Number 19-1023, dated 8/6/19.

SIGNATURES:


President
Warren County Board of Commissioners
8/6/19

Date

Approved as to Form:


Kathryn M. Horvath
Assistant Prosecuting Attorney

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

ADDENDA TO AGREEMENT

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

This Agreement is between

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

hereinafter "Provider," whose address is:

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

and

Provider NECCO, Inc.		
Street/Mailing Address 415 Glensprings DR STE 201		
City Cincinnati	State OH	Zip Code 45246

Contract ID : 18226427

Originally Dated :04/01/2019 to 03/31/2020

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:

04/01/2019

Amendment End Date :

03/31/2020

Increased Amount:

\$0.00

Article Name:

Article I. Scope of Placement Services

Amendment Reason Narrative:

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

Title IV-E Schedule A Rate Information

Title IV-E Schedule A Rate Information
 Agency : Warren County Children Services
 Run Date: 07/08/2019
 Provider / ID : NECCO, Inc. / 12429353
 Contract Period : 04/01/2019 - 03/31/2020
 Cost/Amendment Period :04/01/2019 -

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
Traditional Foster Care (30246)-FFH	4973663			\$33.15	\$24.00							\$57.15	04/01/2019	03/31/2020
Treatment Foster Care Level 1 (30247)-SN	4977663			\$36.53	\$27.00							\$63.53	04/01/2019	03/31/2020
Treatment Foster Care Level 2/3 (30248)-SN	4977664			\$48.11	\$35.00							\$83.11	04/01/2019	03/31/2020
Treatment Foster Care Special Needs (30249)-SN	4973664			\$52.87	\$39.00							\$91.87	04/01/2019	03/31/2020

**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, Permanency Round Tables, 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

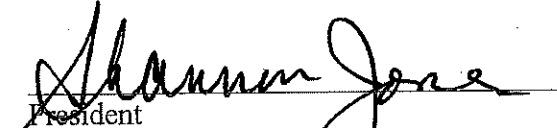
The parties further agree that Article VI, subsection (G) of the Agreement shall be amended as follows:

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

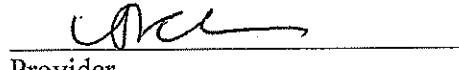
ALL TERMS AND CONDITIONS OF THE STANDARD AGREEMENT NOT SPECIFICALLY AMENDED, MODIFIED, ADDED, OR DELETED HEREBY SHALL REMAIN IN FULL FORCE AND EFFECT.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum to the Agreement by the President of the Warren County Board of Commissioners, pursuant to Resolution Number 19-1023, dated 8/16/19, and by the duly authorized _____ of _____ [Provider].

SIGNATURES OF PARTIES:

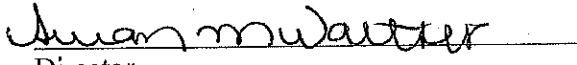


President
Warren County Board of Commissioners
Date 8/16/19



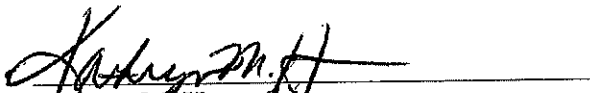
Provider
Date 6/28/19

Reviewed by:



Director
Warren County Children's Services

Approved as to Form:



Kathryn M. Horvath
Assistant Prosecuting Attorney

AFFIDAVIT OF NON COLLUSION

STATE OF OHIO
COUNTY OF WARREN

I, AMY SCHUCK, holding the title and position of CONTROLLER at the firm NECO, LLC, affirm that I am authorized to speak on behalf of the company, board directors and owners in setting the price on the contract, bid or proposal. I understand that any misstatements in the following information will be treated as fraudulent concealment of true facts on the submission of the contract, bid or proposal.

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

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

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

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

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

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

[Signature]
AFFIANT

Subscribed and sworn to before me this 8th day of July 20 19

Ebony D. Bah
(Notary Public), EBONY D. BAH

Hamilton County.

My commission expires March 18 20 23



EBONY D. BAH
Notary Public, State of Ohio
My Commission Expires 03-18-2023

Resolution

Number 19-1024

Adopted Date August 06, 2019

DECLARE VARIOUS ITEMS WITHIN BOARD OF ELECTIONS, COUNTY COURT, DATA PROCESSING, COMMON PLEAS COURT- DOMESTIC RELATIONS, FACILITIES MANAGEMENT, JUVENILE DETENTION CENTER, AND SHERIFF'S OFFICE AS SURPLUS AND AUTHORIZE THE DISPOSAL OF SAID ITEMS

BE IT RESOLVED, to authorize disposal of various items from Board of Elections, County Court, Data Processing, Common Pleas Court- Domestic Relations, Facilities Management, Juvenile Detention Center and Sheriff's Office in accordance with the Ohio Revised Code; list of said items attached hereto and made a part hereof.

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

Mrs. Jones – yea

Mr. Young – yea

Mr. Grossmann – yea

Resolution adopted this 6th day of August 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/sr

cc: 2019 Auction file
Facilities Management (file)
Brenda Quillen, Auditor's Office

Warren County Facilities Management

430 South East Street
513-695-1463

BOE19006

Michael D. Shadoan
Director

GovDeals Item Inspection Form

Board of Elections

Date:

Jul 15, 2019

006

Lot of Hard Plastic Cases with Lock



Select Item Type

Single Item

Category

Containers

Brand

n/a

Model #

n/a

Serial #

n/a

Date Removed From Service

7/15/19

Did Item Work When Removed?

Yes

No

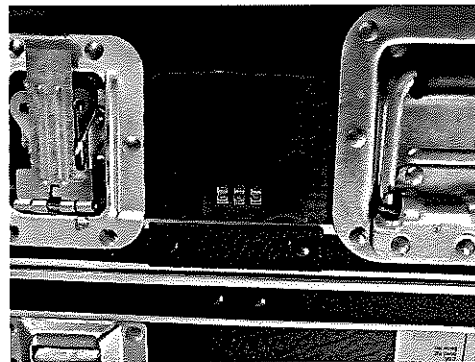
Unknown

Additional Comments

Lot of 36 hard shell cases with an interior egg foam material. Cases all lock with a 3 combination number. All cases in great shape. Cases were used for election equipment. Size: 22x16x12.



(Click above to add additional picture)



(Click above to add additional picture)

(Click above to add additional picture)

Name: Evan Stone

Title: Warehouse Manager

Phone Number 513-695-2085

Location of Item: Board of Elections- 520 Justice Drive Lebanon Ohio 45036

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).
Check your listing for accuracy, click the button below to submit by email. Note: This is the only way auction items will be accepted.

Warren County Facilities Management

430 South East Street
513-695-1463

GovDeals

BOE19007

Michael D. Shadoan
Director

GovDeals Item Inspection Form

Board of Elections

Date:

Jul 15, 2019

007

Lot of Large Hard Plastic Cases



Select Item Type

Single Item

Category

Containers

Brand

n/a

Model #

n/a

Serial #

n/a

Date Removed From Service

7/15/19

Did Item Work When Removed?

Yes

No

Unknown

Additional Comments

Lot of 32 hard shell cases with casters and extendable handle. Inside has molded styrofoam. Was used for voting equipment. Box size 28"x34"x14.5".



(Click above to add additional picture)



(Click above to add additional picture)



(Click above to add additional picture)

Name: Evan Stone

Title: Warehouse Manager

Phone Number 513-695-2085

Location of Item: Board of Elections- 520 Justice Drive Lebanon 45036

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).
Check your listing for accuracy, click the button below to submit by email. *Note: This is the only way auction items will be accepted.*

Warren County Facilities Management

GovDeals #

BOE19008

430 South East Street
513-695-1463

Michael D. Shadoan
Director

GovDeals Item Inspection Form

Board of Elections

Date:

Jul 15, 2019

008

Lot of Large Hard Plastic Cases



Select Item Type

Single Item

Category

Containers

Brand

n/a

Model #

n/a

Serial #

n/a

Date Removed From Service

7/15/19

Did Item Work When Removed?

Yes

No

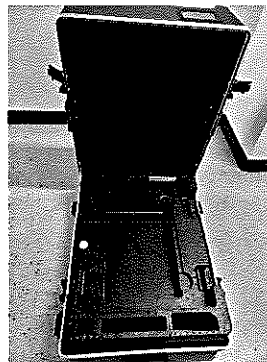
Unknown

Additional Comments

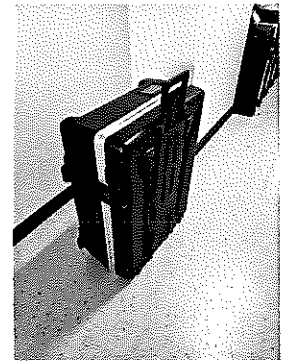
Lot of 32 hard shell cases with casters and extendable handle. Inside has molded styrofoam. Was used for voting equipment. Box size 28"x34"x14.5".



(Click above to add additional picture)



(Click above to add additional picture)



(Click above to add additional picture)

Name: Evan Stone

Title: Warehouse Manager

Phone Number 513-695-2085

Location of Item: Board of Elections- 520 Justice Drive Lebanon 45036

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).
Check your listing for accuracy, click the button below to submit by email. *Note: This is the only way auction items will be accepted.*

Warren County Facilities Management

GovDeals #

BOE19009

430 South East Street
513-695-1463

Michael D. Shadoan
Director

GovDeals Item Inspection Form

Board of Elections

Date:

Jul 15, 2019

009

Lot of Large Hard Plastic Cases



Select Item Type

Single Item

Category

Containers

Brand

n/a

Model #

n/a

Serial #

n/a

Date Removed From Service

7/15/19

Did Item Work When Removed?

Yes

No

Unknown

Additional Comments

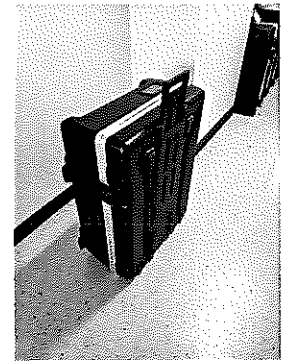
Lot of 32 hard shell cases with casters and extendable handle. Inside has molded styrofoam. Was used for voting equipment. Box size 28"x34"x14.5".



(Click above to add additional picture)



(Click above to add additional picture)



(Click above to add additional picture)

Name: Evan Stone

Title: Warehouse Manager

Phone Number 513-695-2085

Location of Item: Board of Elections- 520 Justice Drive Lebanon 45036

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).
Check your listing for accuracy, click the button below to submit by email. Note: This is the only way auction items will be accepted.

Warren County Facilities Management

GovDeals #

BOE19010

430 South East Street
513-695-1463

Michael D. Shadoan
Director

GovDeals Item Inspection Form

Board of Elections

Date:

Jul 15, 2019

010

Lot of Large Hard Plastic Cases



Select Item Type

Single Item

Category

Containers

Brand

n/a

Model #

n/a

Serial #

n/a

Date Removed From Service

7/15/19

Did Item Work When Removed?

Yes

No

Unknown

Additional Comments

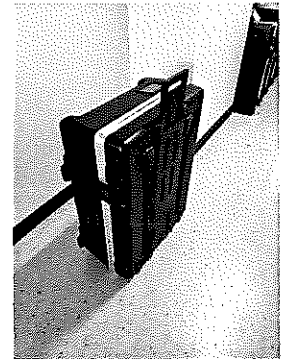
Lot of 32 hard shell cases with casters and extendable handle. Inside has molded styrofoam. Was used for voting equipment. Box size 28"x34"x14.5".



(Click above to add additional picture)



(Click above to add additional picture)



(Click above to add additional picture)

Name: Evan Stone

Title: Warehouse Manager

Phone Number 513-695-2085

Location of Item: Board of Elections- 520 Justice Drive Lebanon 45036

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).
Check your listing for accuracy, click the button below to submit by email. *Note: This is the only way auction items will be accepted.*

Warren County Facilities Management

430 South East Street
513-695-1463

GovDeals # CCT19106

Michael D. Shadoan
Director

GovDeals Item Inspection Form

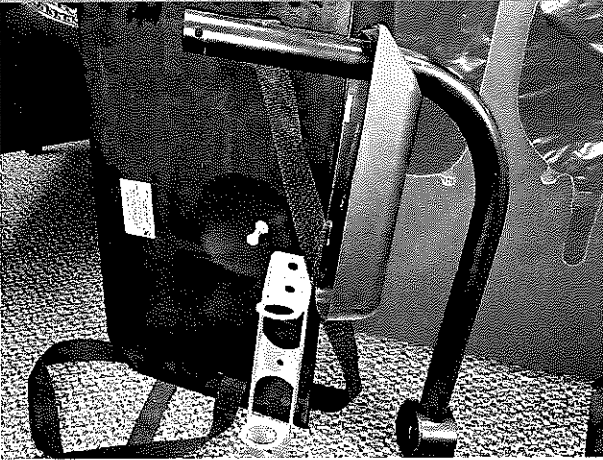
County Court

Date:

Jul 24, 2019

106

Television Bracket



Select Item Type

Single Item

Category Furniture/Furnishings

Brand UL

Model # PTW26

Serial #

Date Removed From Service

Did Item Work When Removed?

Yes

No

Unknown

Additional Comments

No bolts included

(Click above to add additional picture)

(Click above to add additional picture)

(Click above to add additional picture)

Name: Melissa Moubray

Title: Court Administrator

Phone Number 695-2411

Location of Item: County Court employee entrance

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).
Check your listing for accuracy, click the button below to submit by email. *Note: This is the only way auction items will be accepted.*

430 South East Street
513-695-1463

Michael D. Shadoan
Director

GovDeals Item Inspection Form

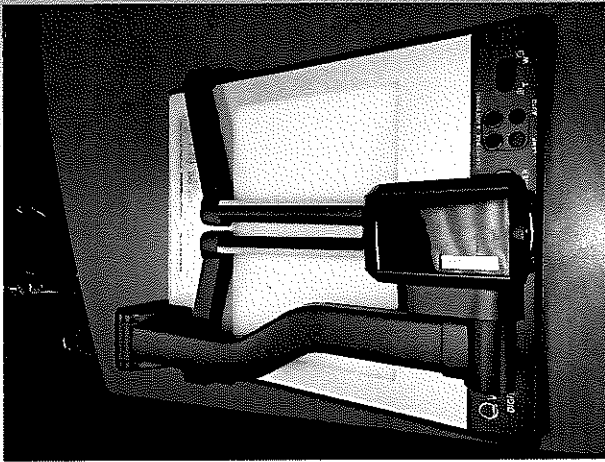
County Court

Date:

Jul 24, 2019

107

misc electrical/cords/overhead projector



Select Item Type

Lot of Multiple Items

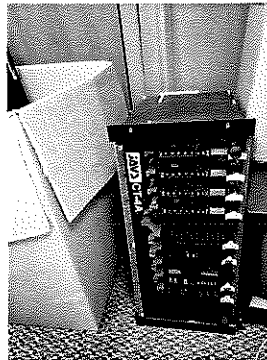
Qty	Brand	Model	Working Condition Y/N	Description
1	QDMO	QD1200	?	overhead projector
1			?	box of cords and electrical stuff
1	JAVS	CT-4A	?	Circuit board cabinet

Additional Comments

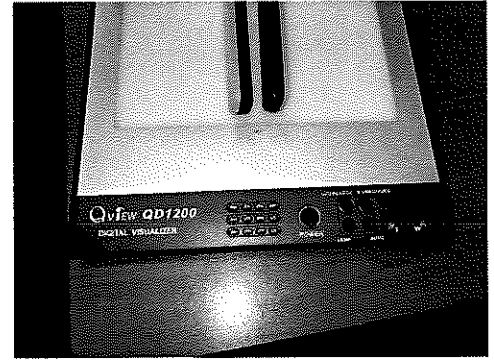
Replacement from our recording system. Not sure of working order



(Click above to add additional picture)



(Click above to add additional picture)



(Click above to add additional picture)

Name: Melissa Moubray

Title: Court Administrator

Phone Number 695-2411

Location of Item: County Court employee entrance

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).
Check your listing for accuracy, click the button below to submit by email. *Note: This is the only way auction items will be accepted.*

Warren County Facilities Management

430 South East Street
513-695-1463

GovDeals #

CCT19108

Michael D. Shadoan
Director

GovDeals Item Inspection Form

County Court

Date:

Jul 24, 2019

108

Copier



Select Item Type

Single Item

Category

Office Equipment/Supplies

Brand

Donnellon McCarthy

Model #

SAVIN 9233

Serial #

V8305601319

Date Removed From Service

Did Item Work When Removed?

Yes

No

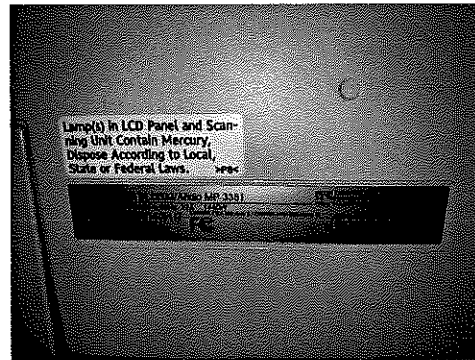
Unknown

Additional Comments

Hard drive removed



(Click above to add additional picture)



(Click above to add additional picture)

(Click above to add additional picture)

Name: Melissa Moubray

Title: Court Administrator

Phone Number 695-2411

Location of Item: Probation hallway

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).
Check your listing for accuracy, click the button below to submit by email. *Note: This is the only way auction items will be accepted.*

430 South East Street
513-695-1463

Michael D. Shadoan
Director

GovDeals Item Inspection Form

Data Processing

Date:

Jun 21, 2019

001

Printers



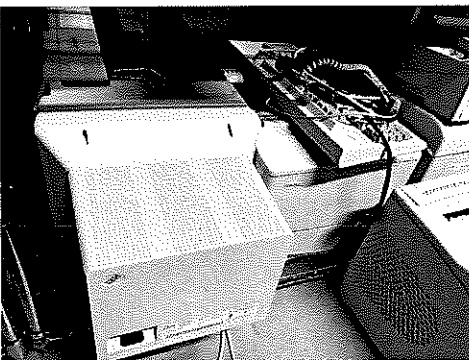
Select Item Type

Lot of Multiple Items

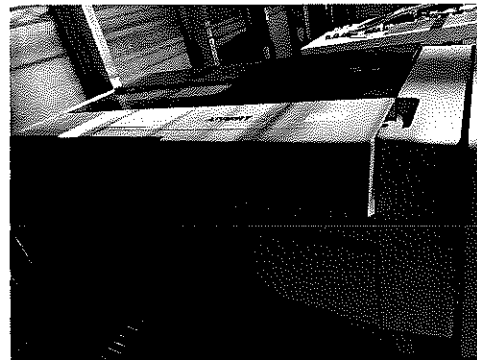
Qty	Brand	Model	Working Condition Y/N	Description

Additional Comments

HP Laserjet 4350n, HP Laserjet 4200n, HP Laserjet 4000, Epson DFX-8000 and IBM 3487 (InfoWindow II) to control the Epson. All items are in unknown working condition.



(Click above to add additional picture)



(Click above to add additional picture)

(Click above to add additional picture)

Name: Ben Clift

Title: Director of Information Technology

Phone Number 513-695-1990

Location of Item: 3rd floor IT storage closet

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).
Check your listing for accuracy, click the button below to submit by email. *Note: This is the only way auction items will be accepted.*

Warren County Facilities Management

430 South East Street
513-695-1463

GovDeals

DAT19002

Michael D. Shadoan
Director

GovDeals Item Inspection Form

Data Processing

Date:

Jun 21, 2019

002

Computers



Select Item Type

Lot of Multiple Items

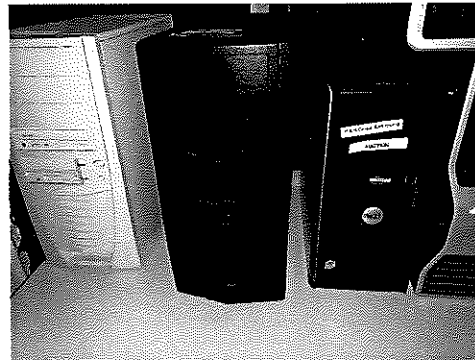
Qty	Brand	Model	Working Condition Y/N	Description

Additional Comments

Dell PowerEdge 840, Dell Optiplex 780, Optiplex 9020, HP Z400 Workstation, Dell Precision 3400, Dell Optiplex 760, Custom Built (2), Dell Precision T7500
These computers were removed from service and used for parts. Computers are NOT in working condition. Hard drives have been removed. Power supplies, RAM, optical drives, processors, motherboards and other components may be missing.



(Click above to add additional picture)



(Click above to add additional picture)



(Click above to add additional picture)

Name: Ben Clift

Title: Director of Information Technology

Phone Number 513-695-1990

Location of Item: 3rd floor IT storage closet

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).
Check your listing for accuracy, click the button below to submit by email. *Note: This is the only way auction items will be accepted.*

Warren County Facilities Management

GovDeals #

DAT19003

430 South East Street
513-695-1463

Michael D. Shadoan
Director

GovDeals Item Inspection Form

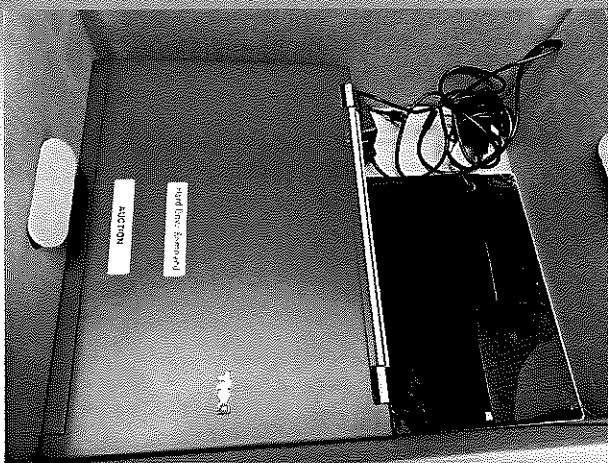
Data Processing

Date:

Jun 21, 2019

003

Broken Laptops



Select Item Type

Lot of Multiple Items

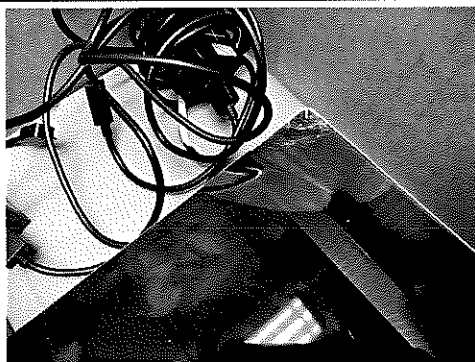
Qty	Brand	Model	Working Condition Y/N	Description

Additional Comments

Dell Latitude E6500 (3), Microsoft Surface (2). These laptops are NOT in working condition. Hard drives have been removed. RAM, optical drives and other components may have also been removed or missing. No power cords are included for any of the laptops. Laptop batteries are not believed to hold a charge. Both surfaces have swollen batteries and do not work. One has a cracked screen.



(Click above to add additional picture)



(Click above to add additional picture)

(Click above to add additional picture)

Name: Ben Clift

Title: Director of Information Technology

Phone Number 513-695-1990

Location of Item: 3rd floor IT storage closet

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).
Check your listing for accuracy, click the button below to submit by email. Note: This is the only way auction items will be accepted.

GovDeals Item Inspection Form

Data Processing

Date:

Jun 21, 2019

006

Water Cooler



Select Item Type

Single Item

Category

Cafeteria and Kitchen Equipment

Brand

Model #

F528HB010-NWWL

Serial #

Date Removed From Service

Did Item Work When Removed?

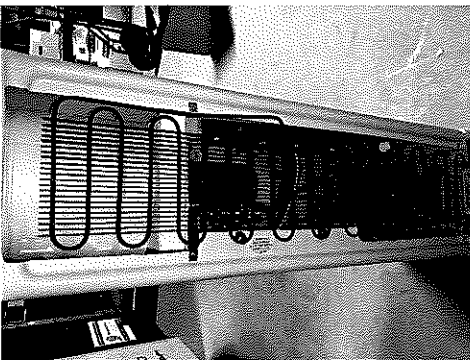
Yes

No

Unknown

Additional Comments

Water cooler was in poor working condition when removed from service. Chilled water ok, but hot water did not work. Has been sitting in storage, so current working condition is unknown.



(Click above to add additional picture)

(Click above to add additional picture)

(Click above to add additional picture)

Name: Ben Clift

Title: Director of Information Technology

Phone Number 513-695-1990

Location of Item: 3rd floor IT storage closet

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).
Check your listing for accuracy, click the button below to submit by email. *Note: This is the only way auction items will be accepted.*

430 South East Street
513-695-1463

Michael D. Shadoan
Director

GovDeals Item Inspection Form

Common Pleas Court - Domestic Relations

Date:

Jul 26, 2019

014

Wood Podium



Select Item Type

Single Item

Category Furniture/Furnishings

Brand

Model #

Serial #

Date Removed From Service 7/24/19

Did Item Work When Removed?

Yes

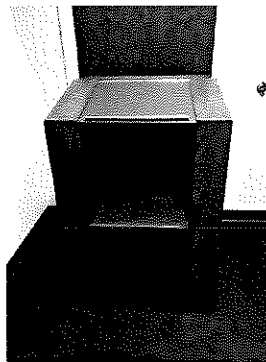
No

Unknown

Additional Comments



(Click above to add additional picture)



(Click above to add additional picture)

(Click above to add additional picture)

Name: Deborah Grubb

Title: Judicial Assistant

Phone Number 513-695-2487

Location of Item: Domestic Relations Court

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).
Check your listing for accuracy, click the button below to submit by email. Note: This is the only way auction items will be accepted.

Warren County Facilities Management

430 South East Street
513-695-1463

FAC19039
Michael D. Shadoan
Director

GovDeals Item Inspection Form

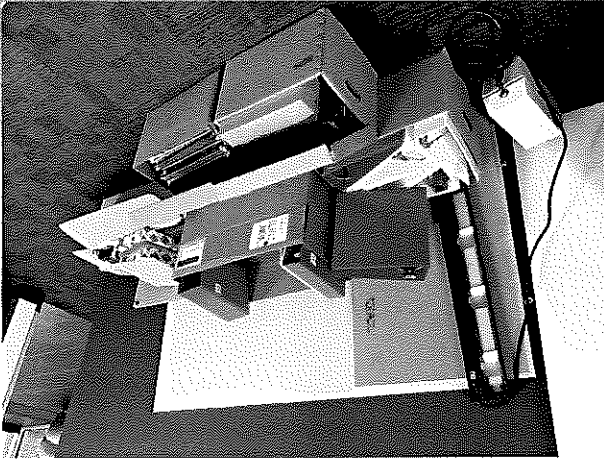
Facilities Management

Date:

Jul 17, 2019

039

LOT OF OFFICE SUPPLIES



Select Item Type

Lot of Multiple Items

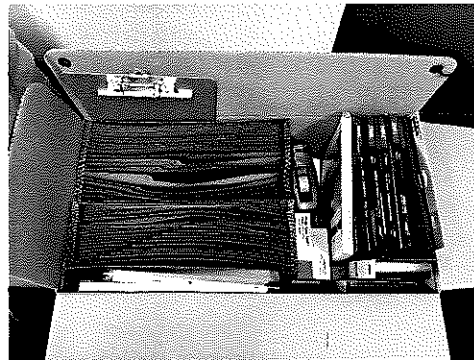
Qty	Brand	Model	Working Condition Y/N	Description

Additional Comments

LOT OF HARD COVER 3 RING BINDER, FILING CABINET FOLDERS, PRINTER INK CARTRAGES, CD & DVD BLANK DISC PACKAGE, UNDER MOUNT HUTCH LIGHTING, CORT BOARDS, TIME PUNCH, 3 COLOR PAPER PACKAGES, LOT OF LABELING STICKERS.



(Click above to add additional picture)



(Click above to add additional picture)



(Click above to add additional picture)

Name: SAM ROBERTS

Title: ASSOCIATE ARCHITECT

Phone Number 695-3125

Location of Item: THIRD FLOOR ADMIN STORAGE. 406 JUSTICE DRIVE, LEBANON, OHIO 457036

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).
Check your listing for accuracy, click the button below to submit by email. *Note: This is the only way auction items will be accepted.*

Warren County Facilities Management

GovDeals #

JUV19004

430 South East Street
513-695-1463

Michael D. Shadoan
Director

GovDeals Item Inspection Form

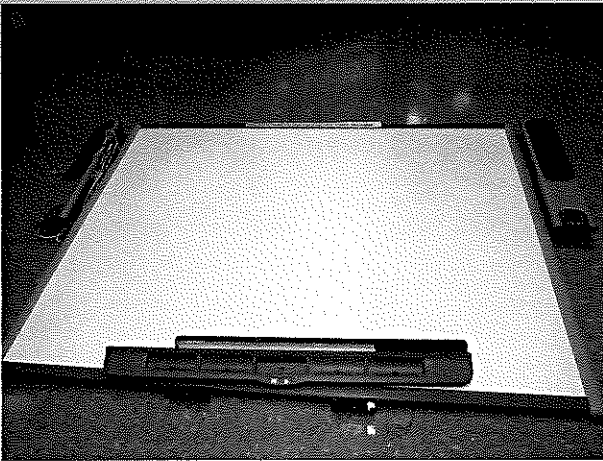
Juvenile

Date:

Jul 18, 2019

004

(Smart Board Unit)



Select Item Type

Single Item

Category School Equipment

Brand Hitachi

Model # CP-BX307WN

Serial #

Date Removed From Service 5/24/19

Did Item Work When Removed?

Yes

No

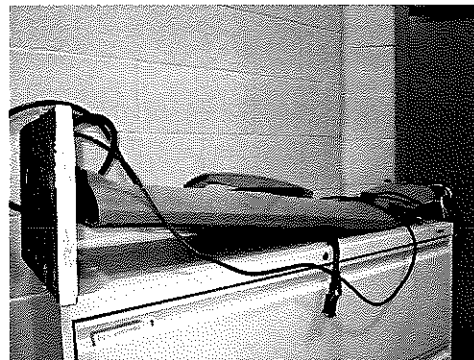
Unknown

Additional Comments

Includes: Board (65" X 49" outside dimensions), Projector, Speakers, Wires and Mounting hardware used in classroom setting.



(Click above to add additional picture)



(Click above to add additional picture)

(Click above to add additional picture)

Name: Stephen Johnson

Title: Corrections Officer

Phone Number (513) 695-1392

Location of Item: Juvenile Storage - Silver Street Annex

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).
Check your listing for accuracy, click the button below to submit by email. *Note: This is the only way auction items will be accepted.*

430 South East Street
513-695-1463

Michael D. Shadoan
Director

GovDeals Item Inspection Form

Juvenile

Date:

Jul 18, 2019

005

(Black Office Chair)



Select Item Type

Single Item

Category Office Equipment/Supplies

Brand

Model #

Serial #

Date Removed From Service 7/1/19

Did Item Work When Removed?

Yes

No

Unknown

Additional Comments

Black Office Chair with arms - Shows wear and tear but should still be useful.



(Click above to add additional picture)

(Click above to add additional picture)

(Click above to add additional picture)

Name: Stephen Johnson

Title: Correction Officer

Phone Number (513) 695-1392

Location of Item: Juvenile Storage - Silver Street Annex

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).
Check your listing for accuracy, click the button below to submit by email. *Note: This is the only way auction items will be accepted.*

Warren County Facilities Management

GovDeals #

JUV19006

430 South East Street
513-695-1463

Michael D. Shadoan
Director

GovDeals Item Inspection Form

Juvenile

Date:

Jul 18, 2019

006

(Printer & (2) Monitors)



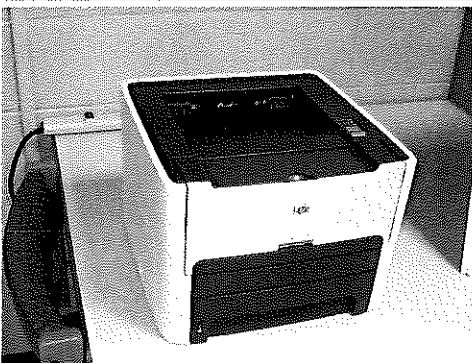
Select Item Type

Lot of Multiple Items

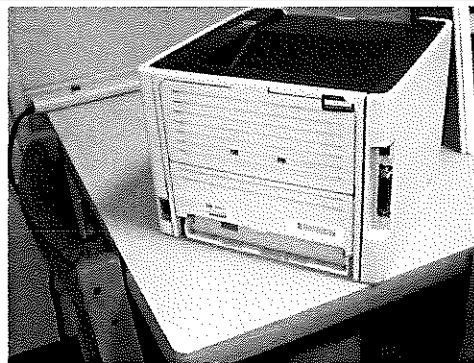
Qty	Brand	Model	Working Condition Y/N	Description
1	HP	1320	Unk	Laser Jet Printer
1	HP	L1740	No	Computer Monitor - Back Light issue
1	Dell		No	Computer Monitor - Unknown issue

Additional Comments

Unknown working condition on printer / Both monitors do not work



(Click above to add additional picture)



(Click above to add additional picture)

(Click above to add additional picture)

Name: Stephen Johnson

Title: Corrections Officer

Phone Number (513) 695-1392

Location of Item: Juvenile Storage - Silver Street Annex

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).
Check your listing for accuracy, click the button below to submit by email. *Note: This is the only way auction items will be accepted.*

430 South East Street
513-695-1463

Michael D. Shadoan
Director

GovDeals Item Inspection Form

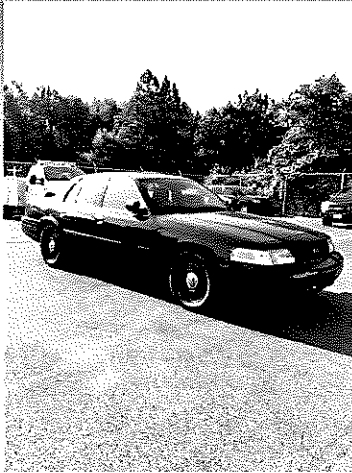
Sheriff

Date:

Jul 25, 2019

105

2011 FORD CROWN VICTORIA



Select Item Type

Vehicle

Vin #

2FABP7BV6BX119722

Title restriction?
 Yes No

Odometer Reading

110053

Accurate?
 Yes No Unknown

Year

2011

Make

FORD

Model

CROWN VICTORIA

Does it Start?

Yes No With Boost

Does it run?

Yes No

Color

BLACK

Exterior Condition?

Good Minor Dents, Dings
Scratches or rust Severe dents, Dings
Scratches or Rust

Interior

Cloth Leather Other

Interior Condition?

Good Fair Poor

Additional Comments

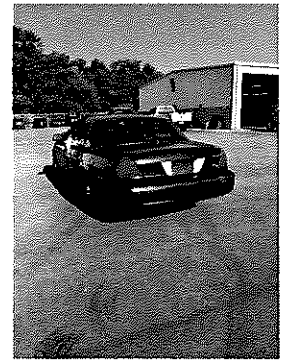
2011 FORD CROWN VICTORIA 4.6L V8 GASOLINE ENGINE AUTOMATIC TRANSMISSION. REMOVED DUE TO AGE AND HAS A CHECK ENGINE LIGHT ON FOR AN EVAPORATIVE EMISSION CODE. THE PCM WILL NEED TO BE REPLACED TO CORRECT THE CODE. VEHICLE DOES START AND RUN.



(Click above to add additional picture)



(Click above to add additional picture)



(Click above to add additional picture)

Name: Nicki Bishop

Title: WCSO - Fiscal

Phone Number x1285

Location of Item: 1433 WEST MAIN STREET LEBANON OHIO 45036. WARREN COUNTY GARAGE

IMPORTANT: Please print this form off and tape it to the Item(s) you are listing (excluding vehicles).

Check your listing for accuracy, click the button below to submit by email. *Note: This is the only way auction items will be accepted.*

Warren County Facilities Management

GovDeals #

SHF19106

430 South East Street
513-695-1463

Michael D. Shadoan
Director

GovDeals Item Inspection Form

Sheriff

Date:

Jul 25, 2019

106

2012 CHEVROLET CAPRICE



Select Item Type

Vehicle

Vin #

6G1MK5U20CL602268

Title restriction?

Yes No

Odometer Reading

119979

Yes

Accurate?

No Unknown

Year

2012

Make

CHEVROLET

Model

CAPRICE

Does it Start?

Yes No With Boost

Does it run?

Yes No

Color

BLACK

Exterior Condition?

Good Minor Dents, Dings
Scratches or rust

Sever dents, Dings
Scratches or Rust

Interior

Cloth Leather Other

Interior Condition?

Good Fair Poor

Additional Comments

2012 CHEVROLET CAPRICE. 6.0L V8 GASOLINE ENGINE, AUTOMATIC TRANSMISSION. A/C, POWER WINDOWS, POWER LOCKS, STOCK RADIO. VEHICLE WAS REMOVED DUE TO MILEAGE AND OVERALL CONDITION.



(Click above to add additional picture)



(Click above to add additional picture)



(Click above to add additional picture)

Name: Nicki Bishop

Title: WCSO - Fiscal

Phone Number x1285

Location of Item: 1433 WEST MAIN STREET LEBANON OHIO 45036. WARREN COUNTY GARAGE.

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).
Check your listing for accuracy, click the button below to submit by email. *Note: This is the only way auction items will be accepted.*

Resolution

Number 19-1025

Adopted Date August 06, 2019

ACKNOWLEDGE PAYMENT OF BILLS

BE IT RESOLVED, to acknowledge payment of bills from 7/30/19 as attached hereto and made a part hereof.

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

Mrs. Jones – yea

Mr. Young – yea

Mr. Grossmann – yea

Resolution adopted this 6th day of August 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/tao

cc: Auditor

Resolution

Number 19-1026

Adopted Date August 06, 2019

ENTER INTO STREET AND APPURTENANCES (INCLUDING SIDEWALKS) SECURITY AGREEMENT WITH HOME RUN DEVELOPMENT, LLC, FOR INSTALLATION OF CERTAIN IMPROVEMENTS IN THE TRAILS OF GREYCLIFF, SECTION 5 SITUATED IN FRANKLIN TOWNSHIP

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

SECURITY AGREEMENT

Bond Number	:	19-013 (P/S)
Development	:	The Trails of Greycliff, Section 5
Developer	:	Home Run Development, LLC
Township	:	Franklin
Amount	:	\$219,412.69
Surety Company	:	Endurance Assurance Corporation (EACX400727)

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

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

Resolution adopted this 6th day of August 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Home Run Development, LLC Attn: Austin N. Kaiser, 562 N. Main St, Springboro, OH 45066
Endurance Assurance Corp., 4 Manhattanville Road, Purchase, NY 10577
Engineer (file)
Bond Agreement file

Bond No. EACX4000727

Form ST-1
Rev. 08/2016

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

**STREETS AND APPURTENANCES
(including Sidewalks)**

Security Agreement No.

19-013 (P/S)

This Agreement made and concluded at Lebanon, Ohio, by and between Home Run Development, LLC (1) (hereinafter the "Developer") and the Warren County Board of County Commissioners, (hereinafter the "County Commissioners"), and Endurance Assurance Corporation (2) (hereinafter the "Surety").

WITNESSETH:

WHEREAS, the Developer is required to install certain improvements in The Trails of Greycliff Subdivision, Section/Phase 5 (3) (hereinafter the "Subdivision") situated in Franklin (4) Township, Warren County, Ohio, in accordance with the Warren County Subdivision regulations (hereinafter called the "Improvements"); and,

WHEREAS, it is estimated that the total cost of the Improvements is \$561,250.42, and that the Improvements that have yet to be completed and approved may be constructed in the sum of \$168,778.99; and,

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

NOW, THEREFORE, be it agreed:

1. The Developer will provide performance security to the County Commissioners in the sum of \$219,412.69 to secure the performance of the construction of the uncompleted or unapproved Improvements in accordance with Warren County subdivision regulations (hereinafter the Performance Obligation). If any sum greater than zero (0) is inserted herein, the minimum performance security shall be twenty percent (20%) of the total cost of the Improvements.

2. The County Commissioners will, upon approval of the County Engineer of all Improvements in the Subdivision, tentatively accept all Improvements.
3. The Developer shall be in default of the Performance Obligation if the construction or installation of any Improvement by the Developer is not completed within 3 years from the date of the execution of this agreement, as determined by the County Engineer. The same shall apply whenever construction of the Improvements is not performed in accordance with the Warren County subdivision regulations.
4. The condition of the Performance Obligation shall be that whenever the Developer shall be declared by the County Commissioners to be in default, the Surety and the Developer shall, upon written notification of default by the County Commissioners to the Surety promptly make sufficient funds available to the County Commissioners to pay the cost of the completion of the construction of the uncompleted or unapproved Improvements in accordance with Warren County subdivision regulations, including any costs incurred by the County Commissioners which are incidental to the completion of the construction of the uncompleted or unapproved Improvements, including, but not limited to costs associated with publication of legal notices, preparation of such additional plans, specifications and drawings as may, in the judgment of the County Commissioners, be necessary, preparation of bid documents, etc., but not exceeding the amount set forth in Item 1 hereof. The Developer shall have the opportunity to respond in writing within two (2) weeks of receipt of notice of intent to find the Developer in default. In the case that the performance security given is in the form of a cashier's check or certified check provided directly to the County Commissioners, the County Commissioners may apply such funds as set forth herein upon notification of default to the Surety. The determination of the amount of funds to be disbursed by Surety to the County Commissioners as set forth in the aforesaid notification is final and binding upon the parties hereto. However, the foregoing shall not release Developer from any liability for any deficiency between the amount of funds disbursed and the actual costs incurred by the County Commissioners in the completion of the construction or installation of the uncompleted or unapproved Improvements and Developer expressly agrees to be liable to the County Commissioners for any such deficiency.
5. **The County Commissioners, the Developer and Surety mutually agree that the Performance Obligation created herein shall continue until the completion of the installation of the Improvements in accordance with Warren County subdivision regulations and that upon the Improvements having been inspected and approved for two years maintenance, the Performance Obligation shall become null and void after the Developer posts the maintenance security provided for herein.**
6. The Developer will provide maintenance security to the County Commissioners in the sum of \$112,250.08 to secure the performance of all maintenance upon the Improvements as determined to be necessary by the County Engineer (hereinafter the Maintenance Obligation). In no event shall the sum provided for herein be less than twenty percent (20%) of the estimated total cost of the Improvements as set forth above.

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

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

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

A. To the County Commissioners:

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

B. To the County Engineer:

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

C. To the Developer:

Home Run Development, LLC

Austin N. Kaiser

562 N. Main Street

Springboro, OH 45066

Ph. (937) 903 - 2680

D. To the Surety:

Endurance Assurance Corporation

4 Manhattanville Road

Purchase, NY 10577

Ph. (212) 209 - 6500

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

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

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

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

 Original Escrow Letter (attached)

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

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

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

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

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

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

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

DEVELOPER: Home Run Development, LLC **SURETY:** Endurance Assurance Corporation

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

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

SIGNATURE: _____

SIGNATURE: _____

PRINTED NAME: George M. KAISER

PRINTED NAME: Craig Sherman

TITLE: President

TITLE: Attorney-in-Fact

DATE: July 29, 2019

DATE: July 25, 2019

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN EXECUTION WHEREOF, the Warren County Board of County Commissioners have caused this security agreement to be executed by the President of the Board, on the date stated below, pursuant to Board Resolution Number 19-1026, dated 8/6/19.

WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS

SIGNATURE: Shannon Jones

PRINTED NAME: Shannon Jones

TITLE: President

DATE: 8/6/19

RECOMMENDED BY:

By: Neil F. Tunison

COUNTY ENGINEER

APPROVED AS TO FORM:

By: Cathy Tri

COUNTY PROSECUTOR

Key:

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

STATE OF ILLINOIS ((SS
COUNTY OF COOK ((

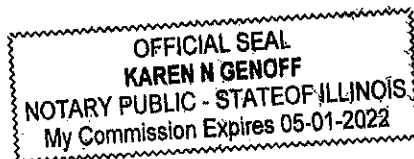
I, Karen N. Genoff A Notary of Public of Cook County, State of Illinois do Hereby Certify that Craig Sherman Attorney in Fact of Endurance Assurance Corporation Who is Personally Known to me to be the Same Person Whose Name is Subscribed to the Foregoing Instrument, Appeared Before Me This Day in person and Acknowledged That he Signed, Sealed, and Delivered Said Instrument, For and on Behalf of Endurance Assurance Corporation, a Delaware Corporation for the Uses and Purposes Therein Set Forth.

Given Under My Hand and Notarial Seal at My Office in Chicago, Illinois in Said County This

25th Day of July , 2019

My Commission Expires


NOTARY Karen N. Genoff



ENDURANCE ASSURANCE CORPORATION

1247

POWER OF ATTORNEY

Know all Men by these Present, that ENDURANCE ASSURANCE CORPORATION, a Delaware corporation (the "Corporation"), with offices at 4 Manhattanville Road, 3rd Floor, Purchase, NY 10577, has made, constituted and appointed and by these presents, does make, constitute and appoint Ted Sherman, Craig Sherman, Karen Genoff its true and lawful Attorney(s)-in-fact, at CHICAGO in the State of IL and each of them to have full power to act without the other or others, to make, execute and deliver on its behalf, as surety or co-surety, bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking so made, executed and delivered shall obligate the Corporation for any portion of the penal sum thereof in excess of the sum of TEN MILLION Dollars (\$10,000,000.00).

Such bonds and undertakings for said purposes, when duly executed by said attorney(s)-in-fact, shall be binding upon the Corporation as fully and to the same extent as if signed by the President of the Corporation under its corporate seal attested by its Corporate Secretary.

This appointment was made under and by authority of certain resolutions adopted by the Board of Directors of the Corporation by unanimous written consent on the 9th of January, 2014, a copy of which appears below under the heading entitled "Certificate".

The Power of Attorney signed and sealed by facsimile under and by authority of the following resolution adopted by the Board of Directors of the Corporation by unanimous written consent on January 9, 2014, and said resolution has not since been revoked, amended or repealed:

RESOLVED, that in granting powers of attorney pursuant to certain resolutions adopted by the Board of Directors of the Corporation by unanimous written consent on January 9, 2014, the signature of each Director and the seal of the Corporation may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signature or seal shall be valid and binding upon the Corporation in the future with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF the Corporation has caused these presents to be duly signed and its corporate seal to be hereunto affixed and attested this 23rd day of JANUARY of 2019 at Purchase, New York.

(Corporate Seal)
ATTEST

Marianne L. Wilbert signature
MARIANNE L. WILBERT, SENIOR VICE PRESIDENT

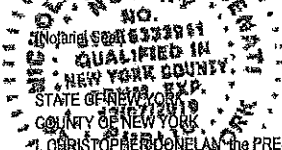
ENDURANCE ASSURANCE CORPORATION

By Sharon L. Sims signature

SHARON L. SIMS, SENIOR VICE PRESIDENT

STATE OF NEW YORK ss: MANHATTAN
COUNTY OF NEW YORK

On the 23rd day of JANUARY of 2019 before me personally came SHARON L. SIMS, SENIOR VICE PRESIDENT to me known, who being by me duly sworn, did depose and say that (s)he resides in SCOTCH PLAINS, NEW JERSEY that (s)he is a SENIOR VICE PRESIDENT OF ENDURANCE ASSURANCE CORPORATION, the Corporation described in and which executed the above instrument, that (s)he knows the seal of said Corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Corporation; and that (s)he signed his (her) name thereto by like order.



Nicholas James Benenati signature

Nicholas James Benenati, Notary Public - My Commission Expires 12/6/2019

CERTIFICATE

CHRISTOPHER DONELAN, the PRESIDENT OF ENDURANCE ASSURANCE CORPORATION, a Delaware Corporation (the "Corporation"), hereby certify:

- 1. That the original power of attorney of which the foregoing is a copy was duly executed on behalf of the Corporation and has not since been revoked, amended or modified; that the undersigned has compared the foregoing copy thereof with the original power of attorney, and that the same is a true and correct copy of the original power of attorney and of the whole thereof;
2. The following are resolutions which were adopted by the Board of Directors of the Corporation by unanimous written consent on January 9, 2014 and said resolutions have not since been revoked, amended or modified:

*RESOLVED, that each of the individuals named below is authorized to make, execute, seal and deliver for and on behalf of the Corporation any and all bonds, undertakings or obligations in surety or co-surety with others:

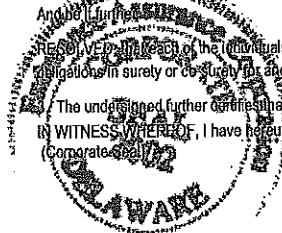
CHRISTOPHER DONELAN, SHARON L. SIMS, MARIANNE L. WILBERT

And be it further resolved, that each of the individuals named above is authorized to appoint attorneys-in-fact for the purpose of making, executing, sealing and delivering bonds, undertakings or obligations in surety or co-surety for and on behalf of the Corporation.

The undersigned further certifies that the above resolutions are true and correct copies of the resolutions as so recorded and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal this 25th day of July, 2019

(Corporate Seal)



Christopher Donelan signature

CHRISTOPHER DONELAN, PRESIDENT

Resolution

Number 19-1027

Adopted Date August 06, 2019

ENTER INTO A SUBDIVISION PUBLIC IMPROVEMENT PERFORMANCE AND MAINTENANCE SECURITY AGREEMENT WITH HOME RUN DEVELOPMENT, LLC FOR INSTALLATION OF CERTAIN IMPROVEMENTS IN THE TRAILS OF GREYCLIFF SECTION FIVE SITUATED IN FRANKLIN TOWNSHIP

BE IT RESOLVED, upon recommendation of the Warren County Sanitary Engineer, to enter into the following security agreement:

SECURITY AGREEMENT

Bond Number	:	19-010 (W/S)
Development	:	The Trails of Greycliff Section Five
Developer	:	Home Run Development, LLC
Township	:	Franklin
Amount	:	\$35,038.45
Surety Company	:	Endurance Assurance Corporation

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

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

Resolution adopted this 6th day of August 2019.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cgb

cc: Home Run Development, 562 N. Main Street, Springboro, OH 45066
Endurance Assurance Corporation, 4 Manhattanville Road, Purchase, NY 10577
Water/Sewer (file)
Bond Agreement file

Bond No. EACX4000728

Form WA-3
Rev. 08/2016

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

WATER AND/OR SANITARY SEWER

Security Agreement No.

19-010 (w/s)

This Agreement made and concluded at Lebanon, Ohio, by and between Home Run Development, LLC (1) (hereinafter the "Developer") and the Warren County Board of County Commissioners, (hereinafter the "County Commissioners"), and Endurance Assurance Corporation (2) (hereinafter the "Surety").

WITNESSETH:

WHEREAS, the Developer is required to install certain improvements in Trails of Greycliff Subdivision, Section/Phase 5 (3) (hereinafter the "Subdivision") situated in Franklin (4) Township, Warren County, Ohio, in accordance with the Warren County Subdivision regulations (hereinafter called the "Improvements"); and,

WHEREAS, it is estimated that the total cost of the Improvements is \$350,384.52 and that the Improvements that have yet to be completed and approved may be constructed in the sum of \$0; and,

WHEREAS, the County Commissioners have determined to require all developers to post security in the sum of one hundred thirty percent (130%) of the estimated cost of uncompleted or unapproved Improvements to secure the performance of the construction of uncompleted or unapproved Improvements in accordance with Warren County subdivision regulations and to require all Developers to post security in the sum of ten percent (10%) of the estimated total cost of the Improvements after the completion of the Improvements and their tentative acceptance by the County Commissioners to secure the performance of all maintenance upon the Improvements as may be required between the completion and tentative acceptance of the Improvements and their final acceptance by the County Commissioners.

NOW, THEREFORE, be it agreed:

1. The Developer will provide performance security to the County Commissioners in the sum of \$0 to secure the performance of the construction of the uncompleted or unapproved Improvements in accordance with Warren County subdivision regulations (hereinafter the Performance Obligation). If any sum greater than zero (0) is inserted herein, the minimum performance security shall be ten percent (10%) of the total cost of the Improvements.

2. The County Commissioners will, upon approval of the County Sanitary Engineer of all Improvements in the Subdivision, tentatively accept all Improvements.
3. The Developer shall be in default of the Performance Obligation if the construction or installation of any Improvement by the Developer is not completed within 3 years from the date of the execution of this agreement, as determined by the County Sanitary Engineer. The same shall apply whenever construction of the Improvements is not performed in accordance with the Warren County subdivision regulations.
4. The condition of the Performance Obligation shall be that whenever the Developer shall be declared by the County Commissioners to be in default, the Surety and the Developer shall, upon written notification of default by the County Commissioners to the Surety promptly make sufficient funds available to the County Commissioners to pay the cost of the completion of the construction of the uncompleted or unapproved Improvements in accordance with Warren County subdivision regulations, including any costs incurred by the County Commissioners which are incidental to the completion of the construction of the uncompleted or unapproved Improvements, including, but not limited to costs associated with publication of legal notices, preparation of such additional plans, specifications and drawings as may, in the judgment of the County Commissioners, be necessary, preparation of bid documents, etc., but not exceeding the amount set forth in Item 1 hereof. The Developer shall have the opportunity to respond in writing within two (2) weeks of receipt of notice of intent to find the Developer in default. In the case that the performance security given is in the form of a cashier's check or certified check provided directly to the County Commissioners, the County Commissioners may apply such funds as set forth herein upon notification of default to the Surety. The determination of the amount of funds to be disbursed by Surety to the County Commissioners as set forth in the aforesaid notification is final and binding upon the parties hereto. However, the foregoing shall not release Developer from any liability for any deficiency between the amount of funds disbursed and the actual costs incurred by the County Commissioners in the completion of the construction or installation of the uncompleted or unapproved Improvements and Developer expressly agrees to be liable to the County Commissioners for any such deficiency.
5. The County Commissioners, the Developer and Surety mutually agree that the Performance Obligation created herein shall continue until the completion of the installation of the Improvements in accordance with Warren County subdivision regulations and that upon the Improvements having been inspected and approved for one year maintenance, the Performance Obligation shall become null and void.
6. The Developer will provide maintenance security to the County Commissioners in the sum of \$35,038.45 to secure the performance of all maintenance upon the Improvements as determined to be necessary by the County Sanitary Engineer (hereinafter the Maintenance Obligation). In no event shall the sum provided for herein be less than ten percent (10%) of the estimated total cost of the Improvements as set forth above.

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

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

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

A. To the County Commissioners:

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

B. To the County Sanitary Engineer:

Warren County Water & Sewer Department
Attn: Sanitary Engineer
406 Justice Drive
Lebanon, OH 45036
Ph. (513) 695-1380

C. To the Developer:

Home Run Development, LLC

Austin Kaiser

562 N Main Street

Springboro, OH 45066

Ph. (937) 903 - 2680

D. To the Surety:

Endurance Assurance Corporation

4 Manhattanville Road

Purchase, NY 10577

Ph. (212) 209 6500

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

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

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

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

Original Escrow Letter (attached)

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

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

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

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

17. This Agreement shall not be assignable or transferrable by the Developer or Surety to any third party or parties without the express written consent of the County Commissioners. Developer and Surety waive any successor developer or successor surety claim or defense unless the County Commissioners have executed a written consent of assignment.
18. This Agreement shall be construed under the laws of the State of Ohio. The Developer and Surety hereby stipulate to the venue for any and all claims, disputes, interpretations and litigation of any kind arising out of this Agreement, being exclusively in the Warren County, Ohio Court of Common Pleas (unless both parties mutually agree in writing to attempt to resolve by alternate dispute resolution prior to litigation), and do further waive any right to bring or remove such claims, disputes, interpretation and litigation of any kind arising out of this Agreement, in or to any other state or a federal court.

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

DEVELOPER: Home Run Development, LLC SURETY: Endurance Assurance Corporation

Pursuant to a resolution authorizing the undersigned to execute this agreement

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

SIGNATURE: _____

SIGNATURE: _____

PRINTED NAME: George M. Kaiser

PRINTED NAME: Craig Sherman

TITLE: President

TITLE: Attorney-in-Fact

DATE: July 29, 2019

DATE: July 25, 2019

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN EXECUTION WHEREOF, the Warren County Board of County Commissioners have caused this security agreement to be executed by the President of the Board, on the date stated below, pursuant to Board Resolution Number 19-1027, dated 8/6/19.

WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS

SIGNATURE

PRINTED NAME: Shannon Jones

TITLE: President

DATE: 8/6/19

RECOMMENDED BY:

By: 

SANITARY ENGINEER

APPROVED AS TO FORM:

By: 

COUNTY PROSECUTOR

Key:

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

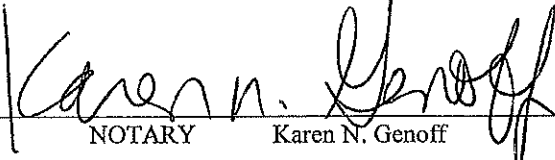
STATE OF ILLINOIS ((SS
COUNTY OF COOK ((

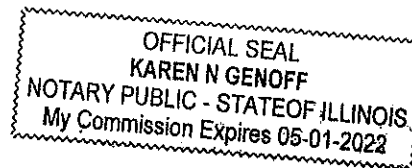
I, Karen N. Genoff A Notary of Public of Cook County, State of Illinois do Hereby Certify that Craig Sherman Attorney in Fact of Endurance Assurance Corporation Who is Personally Known to me to be the Same Person Whose Name is Subscribed to the Foregoing Instrument, Appeared Before Me This Day in person and Acknowledged That he Signed, Sealed, and Delivered Said Instrument, For and on Behalf of Endurance Assurance Corporation, a Delaware Corporation for the Uses and Purposes Therein Set Forth.

Given Under My Hand and Notarial Seal at My Office in Chicago, Illinois in Said County This

25th Day of July , 2019

My Commission Expires


NOTARY Karen N. Genoff



ENDURANCE ASSURANCE CORPORATION

1247

POWER OF ATTORNEY

Know all Men by these Presents, that ENDURANCE ASSURANCE CORPORATION, a Delaware corporation (the "Corporation"), with offices at 4 Manhattanville Road, 3rd Floor, Purchase, NY 10577, has made, constituted and appointed and by these presents, does make, constitute and appoint Ted Sherman, Craig Sherman, Karen Genoff...

Such bonds and undertakings for said purposes, when duly executed by said attorney(s)-in-fact, shall be binding upon the Corporation as fully and to the same extent as if signed by the President of the Corporation under its corporate seal attested by its Corporate Secretary.

This appointment is made under and by authority of certain resolutions adopted by the Board of Directors of the Corporation by unanimous written consent on the 9th of January, 2014, a copy of which appears hereunder under the heading entitled "Certificate".

This Power of Attorney signed and sealed by facsimile under and by authority of the following resolution adopted by the Board of Directors of the Corporation by unanimous written consent on January 9, 2014, and said resolution has not since been revoked, amended or repealed:

*RESOLVED, that in granting powers of attorney pursuant to certain resolutions adopted by the Board of Directors of the Corporation by unanimous written consent on January 9, 2014, the signature of said directors and officers and the seal of the Corporation may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signature or seal shall be valid and binding upon the Corporation in the future with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, the Corporation has caused these presents to be duly signed and its corporate seal to be hereto affixed and attested this 23rd day of JANUARY of 2019 at Purchase, New York.

(Corporate Seal) ATTEST

Marianne L. Wilbert signature

MARIANNE L. WILBERT, SENIOR VICE PRESIDENT

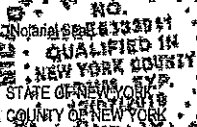
ENDURANCE ASSURANCE CORPORATION

By Sharon L. Sims signature

SHARON L. SIMS, SENIOR VICE PRESIDENT

STATE OF NEW YORK ss: MANHATTAN COUNTY OF NEW YORK

On the 23rd day of JANUARY of 2019 before me personally came SHARON L. SIMS, SENIOR VICE PRESIDENT to me known, who being by me duly sworn, did depose and say that (s)he resides in SCOTCH PLAINS, NEW JERSEY that (s)he is a SENIOR VICE PRESIDENT of ENDURANCE ASSURANCE CORPORATION, the Corporation described in and which executed the above instrument...



Nicholas James Benenati signature

Nicholas James Benenati, Notary Public - My Commission Expires 12/6/2019

ss: MANHATTAN CERTIFICATE

CHRISTOPHER DONELAN, the PRESIDENT of ENDURANCE ASSURANCE CORPORATION, a Delaware Corporation (the "Corporation"), hereby certify:

- 1. That the original power of attorney of which the foregoing is a copy was duly executed on behalf of the Corporation and has not since been revoked, amended or modified; that the undersigned has compared the foregoing copy thereof with the original power of attorney, and that the same is a true and correct copy of the original power of attorney and of the whole thereof;
2. The following are resolutions which were adopted by the Board of Directors of the Corporation by unanimous written consent on January 9, 2014 and said resolutions have not since been revoked, amended or modified:

*RESOLVED, that each of the individuals named below is authorized to make, execute, seal and deliver for and on behalf of the Corporation any and all bonds, undertakings or obligations in surety or co-surety with others:

CHRISTOPHER DONELAN, SHARON L. SIMS, MARIANNE L. WILBERT

And be it further certified that the undersigned further certifies that the above resolutions are true and correct copies of the resolutions as so recorded and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal this 25th day of July, 2019



Christopher Donegan signature and name: CHRISTOPHER DONELAN, PRESIDENT

Resolution

Number 19-1028

Adopted Date August 06, 2019

APPROVE RECORD PLAT

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


- The Trails of Greycliff Section 5 – Franklin Twp.
- The Trails of Greycliff Section 6 – Franklin Twp.
- Right of Way Dedication Plat of a portion of State Route 741 for Union Village – Turtlecreek Twp.

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

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

Resolution adopted this 6th day of August 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Plat File
RPC

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

Resolution

Number 19-1029

Adopted Date August 06, 2019

APPROVE SUPPLEMENTAL APPROPRIATION INTO JUVENILE COURT CLERK
COMPUTER FUND #2278

BE IT RESOLVED, to approve the following supplemental appropriation into Juvenile Court
Clerk Computer Fund #2278

\$27,000.00 into 22781410-5317 (Non Capital Purchases)

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

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

Resolution adopted this 6th day of August 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Supplemental App. file
Juvenile (file)

Resolution

Number 19-1030

Adopted Date August 06, 2019

APPROVE A SUPPLEMENTAL APPROPRIATION INTO HUMAN SERVICES FUND 2203

BE IT RESOLVED, to approve the following supplemental appropriation:

\$16,000.00 into 22035310-5310 (Vehicle BOCC)

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

Mrs. Jones – yea

Mr. Young – yea

Mr. Grossmann – yea

Resolution adopted this 6th day of August 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Supplemental App. file
Human Services (file)

Resolution

Number 19-1031

Adopted Date August 06, 2019

APPROVE SUPPLEMENTAL APPROPRIATION INTO JUVENILE EXPANSION FUND
#4499

BE IT RESOLVED, to approve the following supplemental appropriation:

\$209,000.00 into 44993725-5320 (Capital Purchases)

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

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

Resolution adopted this 6th day of August 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Supplemental Appropriation file
Facilities (file)

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 19-1032

Adopted Date August 06, 2019

APPROVE APPROPRIATION ADJUSTMENT FROM COUNTY COURT FUND #11011283
INTO #11011280

BE IT RESOLVED, to approve the following appropriation adjustment:

\$1,500.00	from	#11011283-5910	(Other Expense)
	into	#11011280-5400	(Purchased Services)

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

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

Resolution adopted this 6th day of August 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Appropriation Adjustment file
County Court (file)

BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO

Resolution

Number 19-1033

Adopted Date August 06, 2019

APPROVE APPROPRIATION ADJUSTMENT WITHIN GRANTS ADMINISTRATION
FUND #2265

BE IT RESOLVED, in order to process vouchers, it is necessary to approve the following
appropriation adjustment:

\$25.00 from #22653425-5317 (Non-Capital Purchases)
 into #22653425-5400 (Purchased Services)

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

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

Resolution adopted this 6th day of August 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/sm

cc: Auditor
Appropriation Adj. file
OGA (file)

Resolution

Number 19-1034

Adopted Date August 06, 2019

APPROVE APPROPRIATION ADJUSTMENTS WITHIN THE WATER REVENUE FUND
5510

WHEREAS, the Water and Sewer department incurs costs for purchased services; and

WHEREAS, appropriation adjustments are necessary to accommodate said costs;

NOW THEREFORE BE IT RESOLVED, to approve the following appropriation adjustments:

\$200,000.00	from	55103209-5400	(Purchased Services)
	into	55103200-5400	(Purchased Services)

\$100,000.00	from	55103209-5400	(Purchased Services)
	into	55103200-5317	(Non-Capital Purchases)

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

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

Resolution adopted this 6th day of August 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

jad

cc: Auditor
Appropriation Adj. file
Water/Sewer (file)

Resolution

Number 19-1035

Adopted Date August 06, 2019

AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE ADDENDA 7 TO THE CONSTRUCTION MANAGER AT RISK SERVICES CONTRACT WITH GRANGER CONSTRUCTION COMPANY FOR THE NEW JAIL AND SHERIFF'S ADMINISTRATION OFFICE PROJECT ("PROJECT")

WHEREAS, this Board of County Commissioners (the "Board") has been informed that a portion of the Jail Hardware package (Area A & M) is ready to be procured prior to finalization of the GMP; and

WHEREAS, it is optimal for this portion of the project to be procured as soon as possible due to the length of time necessary to have the products manufactured and ready when the project reaches the point of installation; and

WHEREAS, Pauly Jail Building Company was the vendor selected, pursuant to Resolution #19-0060, adopted January 15, 2019 as the design assist and provider of detention equipment and secured electronics equipment; and

NOW THEREFORE BE IT RESOLVED, to authorize the County Administrator to execute Addenda 7 to the Construction Manager at Risk Agreement with Granger Construction Company relative to the door and window frames package for Area A & M for a cost of \$192,800; as attached hereto and made a part hereof.

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

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

Resolution adopted this 6th day of August 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

Tz/

cc: c/a—Granger Construction Co
Sheriff (file)
Commissioners file
Project file
S. Spencer

ADDENDUM NO.7
CONSTRUCTION MANAGER AT RISK AGREEMENT

Pursuant to the Construction Manager at Risk Agreement effective May 24, 2018 ("Agreement") between the Board of County Commissioners of Warren County, Ohio ("Owner") and Granger Construction Co., Inc. ("Construction manager") (collectively, "The Parties") for the construction of the project known as the New Jail and Sheriff's Administration Office Project ("Project"), the Parties hereby amend the Agreement as set forth below.

- 1) Notwithstanding any other provision in the Agreement to the contrary, this Addendum is part of the Agreement.
- 2) The Construction manager has recommended that the portion of the frames, doors and windows for Area A & M be procured immediately due to their long lead time in manufacturing. The Construction Manager will procure said items from Pauly Jail Building Company in the amount not to exceed \$192,800. The Construction Manager's Guaranteed Maximum Price (GMP) will include these costs and the Owner will be credited for all amounts already paid/authorized pursuant to this Addendum.
- 3) In the event of any inconsistency, the provisions of this Addendum shall control over any exhibit or attachment hereto.
- 4) Except as stated herein, this Addendum shall not alter any part of the Agreement between the Owner and Construction Manager for the Project. This Addendum may be executed in any number of original counterparts, all of which evidence one agreement and only one of which needs to be produced for any purpose.

This Addendum is entered into effective as of the day and year executed by Owner as set forth below:

Board of County Commissioners,
Warren County, Ohio

BY: 

Printed: Tiffany Zindel

Title: County Administrator

Date: 8-6-19

Granger Construction Company


BY: 

Printed: Jason Wehrle

Title: DIRECTOR

Date: 8/6/19

APPROVED AS TO FORM:



Adam Nice
Assistant Prosecuting Attorney