<sub>Number</sub> 22-1397

Adopted Date September 27, 2022

RESCIND RESOLUTION #22-1267 WHICH AUTHORIZED THE HIRING OF ANDREA RENTZ, PROTECTIVE SERVICES CASEWORKER I, WITHIN WARREN COUNTY JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION

BE IT RESOLVED, to rescind Resolution #22-1267, adopted August 23, 2022, which authorized the hiring of Andrea Rentz as Protective Services Caseworker I within Warren County Job and Family Services, Children Services Division.

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

Mr. Grossmann - yea

Mr. Young - yea

Mrs. Jones - yea

Resolution adopted this 27th day of September 2022.

BOARD OF COUNTY COMMISSIONERS

Tina Osborne, Clerk

cc:

Children Services (file)

Andrea Rentz's Personnel file

**OMB** 

<sub>Number</sub> 22-1398

Adopted Date \_September 27, 2022

RESCIND RESOLUTION #22-1299 WHICH AUTHORIZED THE HIRING OF JADA SMITH, PROTECTIVE SERVICES CASEWORKER I, WITHIN WARREN COUNTY JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION

BE IT RESOLVED, to rescind Resolution #22-1299, adopted August 30, 2022, which authorized the hiring of Jada Smith as Protective Services Caseworker I within Warren County Job and Family Services, Children Services Division.

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

Mr. Grossmann - yea

Mr. Young - yea

Mrs. Jones – yea

Resolution adopted this 27th day of September 2022.

**BOARD OF COUNTY COMMISSIONERS** 

Children Services (file) cc:

J. Smith's Personnel file

**OMB** 

Number 22-1399

Adopted Date September 27, 2022

HIRE NATIA HILL AS PROTECTIVE SERVICES CASEWORKER II, WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION

BE IT RESOLVED, to hire Natia Hill, Protective Services Caseworker II, 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 #8, \$21.22 per hour, under the Warren County Job and Family Services compensation plan, effective September 26, 2022, subject a negative background check, drug screen and a 365-day probationary period.

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

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

Resolution adopted this 27th day of September 2022.

**BOARD OF COUNTY COMMISSIONERS** 

Tina Osborne, Clerk

H/R

cc:

Children Services (file) N. Hill's Personnel file OMB – Sue Spencer

## Resolution Number 22-1400

Adopted Date September 27, 2022

HIRE SYDNEY SMITH AS PROTECTIVE SERVICES CASEWORKER I, WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION

BE IT RESOLVED, to hire Sydney Smith, Protective Services Caseworker I, 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 #6, \$18.52 per hour, under the Warren County Job and Family Services compensation plan, effective October 10, 2022, subject a negative background check, drug screen and a 365-day probationary period.

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

Mr. Grossmann – yea Mr. Young - yea

Mrs. Jones - yea

Resolution adopted this 27th day of September 2022.

**BOARD OF COUNTY COMMISSIONERS** 

Tina Osborne, Clerk

H/R

cc:

Children Services (file) S. Smith's Personnel file OMB - Sue Spencer

# Resolution Number 22-1401

Adopted Date September 27, 2022

HIRE JOSEPH STAUDT AS PROTECTIVE SERVICES CASEWORKER II, WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION

BE IT RESOLVED, to hire Joseph Staudt, Protective Services Caseworker II, 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 #8, \$21.22 per hour, under the Warren County Job and Family Services compensation plan, effective November 8, 2022, subject a negative background check, drug screen and a 365-day probationary period.

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

Mr. Grossmann – yea Mr. Young - yea

Mrs. Jones – yea

Resolution adopted this 27th day of September 2022.

**BOARD OF COUNTY COMMISSIONERS** 

H/R

cc:

Children Services (file) J. Staudt's Personnel file OMB – Sue Spencer

# Resolution Number 22-1402

Adopted Date September 27, 2022

HIRE NATHAN SHUTTS AS WATER DISTRIBUTION WORKER I WITHIN THE WARREN COUNTY WATER AND SEWER DEPARTMENT

BE IT RESOLVED, to hire Nathan Shutts, as Water Distribution Worker I, within the Warren County Water and Sewer Department, classified, full-time permanent, non-exempt status (40 hours per week), Pay Range #13, \$17.39 per hour, under the Department of Water and Sewer Compensation Plan, effective September 26, 2022, subject to negative background check, drug screen and 365-day probationary period.

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

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 27th day of September 2022.

**BOARD OF COUNTY COMMISSIONERS** 

H/R

cc:

Nathan Shutt's Personnel file

Water/Sewer (file) OMB – Sue Spencer

<sub>Number</sub> 22-1403

Adopted Date September 27, 2022

HIRE MICHAELA SIMMONS AS WATER AND SEWER UTILITY CLERK I, WITHIN THE WARREN COUNTY WATER AND SEWER DEPARTMENT

BE IT RESOLVED, to hire Michaela Simmons within the Warren County Water and Sewer Department classified, full-time permanent, non-exempt status (40 hours per week), Pay Grade #12, \$17.39 per hour, under the Warren County Commissioners compensation plan, effective September 29, 2022, subject a negative drug screen, background check, and a 365-day probationary period.

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

Mr. Grossmann - yea

Mr. Young - yea

Mrs. Jones - yea

Resolution adopted this 27th day of September 2022.

BOARD OF COUNTY COMMISSIONERS

Tina Osborne, Clerk

H/R

cc:

Water and Sewer (file) M. Simmons' Personnel file OMB – Sue Spencer

Number 22-1404

Adopted Date September 27, 2022

APPROVE PAY INCREASE FOR MULTIPLE EMPLOYEES WITHIN THE WARREN COUNTY WATER AND SEWER DEPARTMENT

WHEREAS, multiple employees have obtained an Ohio EPA laboratory certification; and

WHEREAS, pursuant to Water and Sewer Work Rule number 3.2, employees maintaining an Ohio EPA laboratory certification are entitled to a five (5) percent increase; and

NOW THEREFORE BE IT RESOLVED, to approve a pay increase for the following employees within the Water and Sewer Department effective pay period beginning September 24, 2022:

Andy Disbennett \$34.31 \$24.11 John Sibcy

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

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

Resolution adopted this 27<sup>th</sup> day of September 2022.

**BOARD OF COUNTY COMMISSIONERS** 

Tina Osborne, Clerk

Water/Sewer (file) cc:

A. Disbennett Personnel file

J. Sibcy Personnel file

OMB - Sue Spencer

Number <u>22-1405</u>

Adopted Date September 27, 2022

APPROVE LEAVE DONATION FOR AMELIA JONES, CUSTODIAL WORKER I, WITHIN WARREN COUNTY FACILITIES MANAGEMENT

WHEREAS, the director of Facilities Management has indicated that Ms. Jones has requested leave donation due to a serious health condition, and the director is requesting leave donation be approved for Ms. Jones; and

NOW THEREFORE BE IT RESOLVED, to approve leave donation for Amelia Jones, Custodial Worker I within Warren County Facilities Management, effective when all of Ms. Jones' paid leave is exhausted.

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

Mr. Grossmann - yea

Mr. Young - yea

Mrs. Jones - yea

Resolution adopted this 27th day of September 2022.

**BOARD OF COUNTY COMMISSIONERS** 

Ima Osborne, Clerk

cc:

Facilities Management (file)
A. Jones's Personnel File
OMB – Sue Spencer
Tammy Whitaker

<sub>Number</sub> 22-1406

Adopted Date September 27, 2022

ACCEPT RESIGNATION OF CHELSEA MORRIS, CUSTODIAL WORKER I, WITHIN WARREN COUNTY FACILITIES MANAGEMENT, EFFECTIVE OCTOBER 1, 2022

BE IT RESOLVED, to accept the resignation of Chelsea Morris, Custodial Worker I, within Warren County Facilities Management, effective October 1, 2022.

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

Mr. Grossmann - yea

Mr. Young - yea

Mrs. Jones - yea

Resolution adopted this 27th day of September 2022.

**BOARD OF COUNTY COMMISSIONERS** 

Tina Osborne, Clerk

cc:

Facilities Management (file) C. Morris' Personnel file OMB – Sue Spencer Tammy Whitaker

## BOARD OF COUNTY COMMISSIONERS WARREN COUNTY, OHIO

## Resolution

Number <u>22-1407</u>

Adopted Date September 27, 2022

ACCEPT RESIGNATION OF HALEY STALBOSKY, EMERGENCY COMMUNICATIONS OPERATOR, WITHIN THE WARREN COUNTY EMERGENCY SERVICES DEPARTMENT, EFFECTIVE SEPTEMBER 22, 2022

BE IT RESOLVED, to accept the resignation, of Haley Stalbosky, Emergency Communications Operator, within the Warren County Emergency Services Department, effective September 22, 2022.

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

Mr. Grossmann - yea

Mr. Young - yea

Mrs. Jones - yea

Resolution adopted this 27th day of September 2022.

**BOARD OF COUNTY COMMISSIONERS** 

Tina Osborne, Clerk

cc:

Emergency Services (file) H. Stalbosky's Personnel File OMB – Sue Spencer Tammy Whitaker

Number <u>22-1408</u>

Adopted Date September 27, 2022

APPROVE PART-TIME WORK HOURS FOR JULIE ARROWOOD, ELIGIBILITY REFERRAL SPECIALIST II, WITHIN WARREN COUNTY JOB AND FAMILY SERVICES, HUMAN SERVICES DIVISION

WHEREAS, Ms. Arrowood has taken another job and has the ability to work part time to help with training and workload while the department fills vacancies; and

WHEREAS, the Interim Director has requested to move Ms. Arrowood to part-time, 25 hours per week until the department has the vacancies filled and trained; and

NOW THEREFORE BE IT RESOLVED, to approve part-time hours for Julie Arrowood, Eligibility Referral Specialist II, within Warren County Job and Family Services, Human Services Division, on a temporary basis, until positions are filled and trained, 25 hours per week, effective pay period beginning September 25, 2022.

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

Mr. Grossmann – yea

Mr. Young - yea

Mrs. Jones - yea

Resolution adopted this 27th day of September 2022.

BOARD OF COUNTY COMMISSIONERS

Fina Osborne, Clerk

cc:

Human Services (file)

Julie Arrowood's Personnel File

OMB – Sue Spencer

OMB – Tammy Whitaker

<sub>Number</sub> 22-1409

Adopted Date September 27, 2022

APPROVE END OF 365-DAY PROBATIONARY PERIOD AND APPROVE A PAY INCREASE FOR KALENA KEMP WITHIN THE WARREN COUNTY BUILDING AND ZONING DEPARTMENT

WHEREAS, Kalena Kemp, Cashier Receptionist within the Warren County Building and Zoning Department, has successfully completed a 365-day probationary period, effective September 13, 2022; and

NOW THEREFORE BE IT RESOLVED, to approve Kalena Kemp's completion of 365-day probationary period and to approve a pay increase to end of probationary rate of \$16.68 per hour effective pay period beginning September 24, 2022.

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

Mr. Grossmann - yea

Mr. Young - yea

Mrs. Jones – yea

Resolution adopted this 27th day of September 2022.

**BOARD OF COUNTY COMMISSIONERS** 

l'ina Osborne, Clerk

cc:

Building and Zoning (file) K. Kemp's Personnel File OMB – Sue Spencer

Number 22-1410

Adopted Date September 27, 2022

APPROVE END OF 365-DAY PROBATIONARY PERIOD AND APPROVE A PAY INCREASE FOR KATIE TAYLOR WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION

WHEREAS, Katie Taylor, Assistant Business Manager within the Warren County Department of Job and Family Services, Children Services Division, has successfully completed a 365-day probationary period, effective September 20, 2022; and

NOW THEREFORE BE IT RESOLVED, to approve Katie Taylor's completion of 365-day probationary period and to approve a pay increase to end of probationary rate of \$21.03 per hour effective pay period beginning September 24, 2022.

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

Mr. Grossmann – yea

Mr. Young - yea

Mrs. Jones - yea

Resolution adopted this 27th day of September 2022.

BOARD OF COUNTY COMMISSIONERS

Tina Osborne, Clerk

cc;

Children Services (file)

K. Taylor's Personnel File

OMB - Sue Spencer

## BOARD OF COUNTY COMMISSIONERS WARREN COUNTY, OHIO

## Resolution

Number 22-1411

Adopted Date September 27, 2022

APPROVE END OF 365-DAY PROBATIONARY PERIOD AND APPROVE A PAY INCREASE FOR BART SALTSGAVER WITHIN THE WARREN COUNTY FACILITIES MANAGEMENT

WHEREAS, Bart Saltsgaver, Custodial Worker I within the Warren County Facilities Management, has successfully completed a 365-day probationary period, effective September 27, 2022; and

NOW THEREFORE BE IT RESOLVED, to approve Bart Saltsgaver's completion of 365-day probationary period and to approve a pay increase to end of probationary rate of \$15.76 per hour effective pay period beginning October 8, 2022.

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

Mr. Grossmann – yea Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 27th day of September 2022.

BOARD OF COUNTY COMMISSIONERS

Tina Osborne, Clerk

cc:

Facilities Management (file)
B. Saltsgaver's Personnel File

OMB - Sue Spencer

Number 22-1412

Adopted Date September 27, 2022

APPROVE END OF 365-DAY PROBATIONARY PERIOD AND APPROVE A PAY INCREASE FOR STEPHANIE DAVIS WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, HUMAN SERVICES DIVISION

WHEREAS, Stephanie Davis, Eligibility Referral Specialist II within the Warren County Department of Job and Family Services, Human Services Division, has successfully completed a 365-day probationary period, effective September 27, 2022; and

NOW THEREFORE BE IT RESOLVED, to approve Stephanie Davis's completion of 365-day probationary period and to approve a pay increase to end of probationary rate of \$16.88 per hour effective pay period beginning October 8, 2022.

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

Mr. Grossmann – yea

Mr. Young - yea

Mrs. Jones – yea

Resolution adopted this 27th day of September 2022.

**BOARD OF COUNTY COMMISSIONERS** 

Tina Osborne, Clerk

cc:

Human Services (file)
S. Davis's Personnel File
OMB – Sue Spencer

# BOARD OF COUNTY COMMISSIONERS WARREN COUNTY, OHIO

## Resolution

Number 22-1413

Adopted Date September 27, 2022

APPROVE END OF 365-DAY PROBATIONARY PERIOD AND APPROVE A PAY INCREASE FOR RON VANHOOK WITHIN THE WARREN COUNTY SOLID WASTE DISTRICT

WHEREAS, Ron VanHook, Litter Control Officer within the Warren County Solid Waste District successfully completed a 365-day probationary period, effective September 28, 2022; and

NOW THEREFORE BE IT RESOLVED, to approve Ron VanHook's completion of 365-day probationary period and to approve a pay increase to end of probationary rate of \$20.40 per hour effective pay period beginning October 8, 2022.

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

Mr. Grossmann – yea

Mr. Young - yea

Mrs. Jones - yea

Resolution adopted this 27<sup>th</sup> day of September 2022.

**BOARD OF COUNTY COMMISSIONERS** 

Γina Osborne, Clerk

cc:

Solid Waste (file)

R. VanHook's Personnel File

OMB - Sue Spencer

## BOARD OF COUNTY COMMISSIONERS WARREN COUNTY, OHIO

## Resolution

Number 22-1414

Adopted Date September 27, 2022

APPROVE END OF 365-DAY PROBATIONARY PERIOD AND APPROVE A PAY INCREASE FOR NATE ALFREY WITHIN THE WARREN COUNTY WATER AND SEWER DEPARTMENT

WHEREAS, Nate Alfrey, Water Distribution Worker III within the Warren County Water and Sewer Department successfully completed a 365-day probationary period, effective September 27, 2022; and

NOW THEREFORE BE IT RESOLVED, to approve Nate Alfrey's completion of 365-day probationary period and to approve a pay increase to end of probationary rate of \$23.45 per hour effective pay period beginning October 8, 2022.

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

Mr. Grossmann – yea

Mr. Young - yea

Mrs. Jones - yea

Resolution adopted this 27<sup>th</sup> day of September 2022.

**BOARD OF COUNTY COMMISSIONERS** 

Tina Osborne, Clerk

· cc:

Water and Sewer (file)
N. Alfrey's Personnel File
OMB – Sue Spencer

Number 22-1415

Adopted Date September 27, 2022

#### RECOMMEND MEMBER TO THE LOCAL EMERGENCY PLANNING COMMITTEE

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

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

WHEREAS, Dustin Ratliff, the current Public Health representative has resigned his position with Warren County Combined Health District, and

WHEREAS, the current LEPC members have appointed a new Public Health representative:

NOW THEREFORE BE IT RESOLVED, by this Board of Commissioners that the below listed person is hereby recommended for appointment by the State Emergency Response Commission, to fill the unexpired term of Dustin Ratliff, term to expire August 2023, on the Warren County Local Emergency Planning Committee as the Public Health representative:

• Matt Bear – Emergency Response Coordinator – Warren County Health District

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

Mr. Grossmann – yea

Mr. Young - yea

Mrs. Jones - yea

Resolution adopted this 27<sup>th</sup> day of September 2022.

BOARD OF COUNTY COMMISSIONERS

l ina Osborne, Clerk

cc: Emergency Services (file)

Appointment file

Appointee

L. Lander

Number <u>22-1416</u>

Adopted Date September 27, 2022

APPROVE NOTICE OF INTENT TO AWARD BID TO RUMPKE OF OHIO, INC. FOR THE HAULING AND DISPOSAL OF BIOSOLIDS AT THE LOWER LITTLE MIAMI WASTEWATER TREATMENT PLANT

WHEREAS, bids were closed at 11:00 a.m., on September 22, 2022, and the bids received were opened and read aloud for the Kings Mills Road Relief Sewer Project, and the results are on file in the Commissioners' Office; and

WHEREAS, upon review of such bids by Kathryn Gilbert, Staff Engineer, Rumpke of Ohio, Inc. has been determined to be the lowest and best bidder; and

NOW THEREFORE BE IT RESOLVED, upon recommendation of the Warren County Water and Sewer Department, that it is the intent of this Board to award the contract to Rumpke of Ohio, Inc., 3990 Generation Drive, Cincinnati, Ohio 45251, for a total bid price of \$539,925.00; and

BE IT FURTHER RESOLVED, that the President of the Board is hereby authorized to execute a "Notice of Intent to Award."

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

Mr. Grossmann – yea Mr. Young – yea

Mrs. Jones - yea

Resolution adopted this 27th day of September 2022.

**BOARD OF COUNTY COMMISSIONERS** 

Tina Osborne, Clerk

cc:

Water/Sewer (file)

OMB Bid file

Number <u>22-1417</u>

Adopted Date September 27, 2022

ENTER INTO CONTRACT WITH BARRETT PAVING MATERIALS INC. FOR THE FY22 UNION TOWNSHIP – HIGHLAND PARK RESURFACING CDBG PROJECT

WHEREAS, pursuant to Resolution #22-1308 dated August 30, 2022, this Board approved a Notice of Intent to Award Bid for the FY22 Union Township – Highland Park Resurfacing CDBG Project to Barrett Paving Materials Inc., for a total bid price of \$126,995.00; and

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

NOW THEREFORE BE IT RESOLVED, to enter into contract with Barrett Paving Materials Inc., 3751 Commerce Drive Franklin, Ohio 45004, for a total contract price of \$126,995.00; as attached hereto and made a part hereof.

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

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 27th day of September 2022.

**BOARD OF COUNTY COMMISSIONERS** 

Fina Osborne, Clerk

KP/

cc:

c/a—Barrett Paving Materials Inc.

OGA (file) OMB Bid file

#### **CONTRACT**

THIS AGREEMENT, made this 27 day of Grand Commissioners, 406 Justice Drive, Lebanon, Ohio, hereinafter called "Owner" and Barrett Paving Materials Inc., 3751 Commerce Drive Franklin, Ohio 45005, doing business as a corporation, hereinafter called "Contractor".

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

## "FY22 Union Township, Warren County - Highland Park Resurfacing CDBG Project"

hereinafter called the project, for the sum of One Hundred Twenty- Six Thousand, Nine Hundred Ninety- Five Dollars (\$126,995.00) and all work in connection therewith, under the terms as stated in the Conditions of the Contract; and at his (its or their) own proper cost and expense furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, Conditions of the Contract, the specifications and Contract Documents. "Contract Documents" means and includes the following:

- A. Invitation to Bid
- B. Instructions to Bidders
- C. General Contract Conditions
- D. Technical Specifications
- E. Proposal Forms
- Affidavit of Non-Delinquency of Personal Property Taxes
- Bid Guarantee and Contract Bond
- Non-collusion Affidavit
- F. Contract Forms
- Notice of Award and Acceptance
- Notice to Proceed and Acceptance
- Change Order
- G. Conflict of Interest
- Special Conditions Pertaining to Hazards Safety
- Standards and Accident Prevention
- Special Equal Opportunity Provisions (Section 3 Compliance)
- Certifications of Compliance with Air and Water Acts
- Architects Certification of Compliance with Minimum Standards for Accessibility by the Physically Handicapped
- Designers Certification of Compliance with Minimum Standards or Accessibility by the Physically Handicapped
- H. Federal Labor Standards
- Prevailing Wage Rates

The CONTRACTOR hereby agrees to commence work under this contract on or before a date to be specified in a Written "Notice to Proceed" of the OWNER and to fully complete the project within 60 days. The Contractor further agrees to pay, as liquidated damages, the sum of \$100.00 for each consecutive calendar day thereafter until such time as work is completed.

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

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

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

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

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

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

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

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

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

original on the date first above write	ten.
(Seal)	WARREN COUNTY BOARD OF COMMISSIONERS  Tom Grossmann, President
ATTEST:  Kuptoo Paulo  Name	
(Seal)	BARRETT PAVING MATERIALS INC.  Name  VANTEL ROSE - ESTIMATOR WESS KROLL - SR. ESTIMATOR  Title
ATTEST:  Name  Name	

APPROVED AS TO FORM:

Assistant County Prosecutor

AND NO CO

Number <u>22-1418</u>

Adopted Date September 27, 2022

ENTER INTO CONTRACT WITH DEBRA-KUEMPEL, INC. FOR THE FIBER INSTALLATION FOR 313 COOK ROAD LEBANON, OHIO, HUMANE ASSOCIATION / ANIMAL SHELTER ON BEHALF OF WARREN COUNTY TELECOMMUNICATIONS

WHEREAS, pursuant to Resolution #22-1309 dated August 30, 2022, this Board approved a Notice of Intent to Award Bid for the Fiber Installation for 313 Cook Road Lebanon, Ohio 45036, Humane Association/Animal Shelter to DeBra-Kuempel, Inc., for a total bid price of \$78,500.00; and

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

NOW THEREFORE BE IT RESOLVED, to enter into contract with DeBra-Kuempel, Inc., 3976 Southern Avenue Cincinnati, Ohio 45227, for a total contract price of \$78,500.00; as attached hereto and made a part hereof.

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

Mr. Grossmann – yea

Mr. Young - yea

Mrs. Jones - yea

Resolution adopted this 27th day of September 2022.

BOARD OF COUNTY COMMISSIONERS

Tina Osborne, Clerk

KP/

cc:

c/a—DeBra-Kuempel, Inc.

Telecom (file) OMB Bid file

#### CONTRACT FOR INSTALLATION OF FIBER CABLE

This Contract is made and effective on the date last signed below between DeBra-Kuempel, Inc, hereinafter referred to as "DeBra-Kuempel," with its offices located at 3976 Southern Avenue, Cincinnati, Oh 45227., and Warren County, hereinafter referred to as "Warren County," with its offices located at 406 Justice Drive, Lebanon, Ohio 45036. The following circumstances are present at the time of this Contract.

WHEREAS, Warren County requires fiber cable installation services, and competitively bid such work and has awarded the bid to DeBra-Kuempel; and

WHEREAS, DeBra-Kuempel submitted the lowest and best bid and is able to provide Warren County services to install fiber cable from the Warren County Telecommnications Department building to the real property commonly known as the Humane Association of Warren County;

**NOW, THEREFORE**, it is agreed that:

### 1. DUTIES OF DeBra Kuempel, Inc.:

The undersigned hereby agrees to furnish, deliver, and install all equipment as provided in the specifications.

Fiber Installation extending from the Warreh County Telecommunications building located at 500 Justice Drivefor to a building at address 230 Cook Rd, Lebanon, Ohio 45036, commonly known as the Humane Association of Warrne County.

Fiber Installation Specifications:

- 1.) The contractor shall furnish and install a 24 strand single-mode fiber optical cable from the 500 Justice DR. building in the "Unit 2 room" in the designated rack space on Warren County Government Campus to the Humane Association MER. The fiber optic cable shall be suitable and carry the proper rating and protection for installation in an outdoor and/or underground conduit environment. The cable shall be loose tube and follow the industry-standard color code.
- 2.) The contractor shall furnish and install a 24 strand fiber underground in orange innerduct from 500 Justice Dr Unit 2 frame room to 313 Cook Rd Humane Association MER.
- 3.) Contractor shall provide and furnish a cable with the proper rating to be installed in an outdoor environment enclosed in a conduit. Simultaneously carrying the proper rating to be installed in a plenum environment. The cable shall have suitable protection from the manufacture to keep the cable protected underground enclosed in conduit and in an overhead tray with a variety of other low voltage cable systems. If the cable manufacture

produces a cable with the proper ratings and is available with either interlocking or corrugated armor that will be selected. If the cable has no internal armor Plenum innerduct will be used to protect the Fiber in the cable tray within the building.

- 4.) Contractor shall furnish and install a properly sized fiber housing to protect and house all terminated ends. Contractor shall take great care to follow manufacture's instruction on cable preparations, maintaining proper bend radii, and ensuring cable will not be pinched or pulled if housing has sliding trays or doors. WCT shall be Contacted "email here" before placement of housings in rack locations. Contractor shall furnish and install LC coupler panels that work with the fiber housing. All strands of fiber inside the fiber housing will be the proper working size of 900um if 250 um strands are present in the housing, they will be completely protected in a splice tray, fiber optic end faces will not be directly spliced on to any 250 um strands. Fan out kits will be used where needed,
- 5.) In "unit 2 room" at 500 Justice drive there is an existing fiber housing make is Corning CCH-04. The housing is utilizing CORNING | CCH-CS24-A9-P00RE CCH Pigtailed Splice Cassette 24 F, LC UPC Duplex, Single-mode (OS2), Single-fiber (250 um the same part will be used in this fiber housing.
- 6.) In the MER at The Humane Association there is an existing 19-inch rack where the fiber patch panel can be mounted, or a wooden back board can be attached to the wall for mounting of panel also. Contractor shall furnish the housing and wooden back board if needed.
- 7.) Contractor shall furnish and install type LC connectors on all strands of fiber. Connectors shall only be fusion spliced on ends. Including but not limited to, preterminated pig-tail connectors, crassest housings with pre-terminated ends, directly splice on ends. No mechanic connectors will be accepted in Corning UniCam connectors.
- 8.) Contractor shall furnish and install a pull tape "Mule Tape" with a minimum rating of 5000 FT/LBS tensile strength and a trace wire along with the backbone cables between 500 justice drive and the 313 Humane Association.

### Testing/Warranty:

- 1. Testing will be Both Tier 1 and 2 for the fiber portion with results provided to Warren County Telecommunication. Test results shall be provided in an open standard electronic format such as PDF or XLSX.
- 2. Contractor will notify WCT Project Liaison Prior to Final testing. WCT reserves the right to be present during the testing phase of the project.
- 3. All testers will be properly referenced and calibrated within the last year.
- 4. All work will be completed to code, industry standards and industry best practices to include but not limited to EIA/TIA 568,569.570.606 and 607.

- 5. At a minimum a BICSI Technician®(TECH<sup>TM</sup>) will be present for all installation tasks. All fiber optic terminations will be performed by a technician having achieved at least a BICSI Installer 2, Optical Fiber® (INSTF®). The contractor will have a RCDD on staff to manage the project.
- 6. All work will carry a one-year warranty from the contactor to be free of defects. If defects are found with the warranty period, the contractor will fix the issues at no cost to the county.
- 7. Contractor will provide an engineered solution from the manufacture that carries a minimum of a 20-year warranty to be free from defects.

#### 2. **DUTIES OF Warren County:**

Warren County shall have cabling marked along the fiber installation path.

Warren County shall pay invoices within 30 days.

### 3. <u>LENGTH OF CONTRACT</u>:

This Contract shall become effective on the date last signed below and shall remain in force and effect up to and including successful completion of the project, including testing and acceptance of the Work by Warren County, unless terminated as provided herein.

### 4. **POLICY OF NON-DISCRIMINATION:**

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

### 5. **RELATIONSHIP OF PARTIES:**

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

### 6. GOVERNING LAW AND VENUE:

This Contract shall be construed in accordance with, and the legal relations between the parties shall be governed by, the laws of the State of Ohio as applicable to contracts executed and fully performed in the State of Ohio. The venue for any disputes arising under this Contract shall be Warren County, Ohio.

#### 7. INDEMNIFICATION:

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

Each party hereto agrees that it will protect, indemnify, hold harmless, and defend Warren County against any claim, loss, damage, cause of action, expense, attorney fees, or other costs of defense. Provided, however, that such duty to indemnify and defend shall not apply to the extent that any such personnel willfully and maliciously cause injury to person or property.

- A. If any party challenges its duty to indemnify and defend against any claim or action, it shall within thirty (30) days after receiving written notice of such claim or action, give written notice to the parties herein that it will defend under a reservation of rights until it is decided whether or not the party owes a duty to indemnify and defend under the terms of this Contract.
- B. In the event of any claim or action arising under circumstances to which this Contract applies, and whether or not a reservation of rights is made, any participating agency, as a condition to obtaining the benefits of this Contract, shall give its full cooperation to the other party assuming the defense of such claim or action in accordance with the terms of this Contract.
- C. The parties may bring an action for declaratory judgment in the Common Pleas Court of Warren County, Ohio to determine which party owes a duty to indemnify and defend under the terms of this Contract. In any such litigation, the prevailing party shall be entitled to an award of reasonable attorney fees and other costs of litigation against the non-prevailing party or parties.

All personnel or agents providing services pursuant to this Contract shall, for the purposes of allocation of liability to third parties only, be deemed to be acting under the direction and control of their respective employer or principal 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 a condition of this Contract, shall give their full cooperation to any party defending such a claim or action.

Under no circumstances shall the parties be liable for any act, omission, debt, or any other obligation of the other. Each party shall indemnify and save the other and their officers, directors, and agents harmless against any claims (including expenses and reasonable attorney's fees) arising directly or indirectly from, or as a result of, or in connection with, their respective actions under this Contract.

The parties further recognize that (i) the parties are autonomous organizations, (ii) the parties have independent and separate boards of directors and officers responsible to manage their operations and affairs, (iii) the parties have their own separate assets, (iv) the parties do not own each other or any interests therein, (v) the parties have the right and power to hire, supervise, and fire their own employees, (vi) the parties have the function of carrying out and supervising their services under this Contract, and (vii) the parties do not control the day-to-day operations and affairs of the other parties.

### 8. PARTIES:

Whenever the terms "DeBra-Kuempel" and "Warren County" are used herein, these terms shall include, without exception, the employees, agents, successors, assigns, and/or authorized representatives of DeBra-Kuempel, Inc. and Warren County Board of County Commissioners and the Warren County Telecommunications Department.

## 9. COMPLIANCE WITH LAWS AND REGULATIONS:

In providing all services pursuant to this Contract, the parties shall abide by all statutes, ordinances, rules, and regulations pertaining to or regulating the provisions of the fiber installation services, DeBra-Kuempel shall be responsible for acquiring any necessary permits to perform the services.

### 10. **COMPENSATION**:

The DeBra-Kuempel shall be compensated a total contract price not to exceed \$78,500.00. DeBra-Kuempel shall invoice Warren County upon completion of the work and Warren County shall pay any invoice within 30 days of receipt.

#### 11. INSURANCE:

DeBra-Kuempel shall carry commercial general liability insurance providing single limit coverage, with no interruption of coverage during the entire term of this Contract. DeBra-Kuempel further agrees that in the event its comprehensive general or professional liability policy is maintained on a "claims made" basis, and in the event this Contract is terminated, DeBra-Kuempel shall continue such policy in effect for the period of any statute or statutes of limitation applicable to claims thereby insured, notwithstanding the termination of this Contract. DeBra-Kuempel shall provide Warren County with a certificate of insurance evidencing such coverage and shall provide thirty (30) days' notice of cancellation or non-renewal to Warren County. Cancellation or non-renewal of insurance shall be grounds to terminate this Contract.

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

DeBra-Kuempel shall carry automobile liability insurance for all vehicles whether such vehicles are owned by DeBra-Kuempel, its agents, or employees, in an amount of at least \$300,000 combined single limit coverage and in an amount of at least \$1,000,000 for vans and buses combined single limit coverage and shall provide Warren County with certificates of insurance evidencing such coverage simultaneous with the execution of this Contract. DeBra-Kuempel further agrees that in the event its comprehensive general or professional liability policy is maintained on a "claims made" basis, and in the event this Contract is terminated, DeBra-Kuempel shall continue such policy in effect for the period of any statute or statutes of limitation applicable to claims thereby insured, notwithstanding the termination of this Contract. DeBra-Kuempel shall provide Warren County with a certificate of insurance evidencing such coverage and shall provide thirty (30) days' notice of cancellation or non-renewal to Warren County. Cancellation or non-renewal of insurance shall be grounds to terminate this Contract.

Failure to produce or maintain valid certificates of insurance as provided herein shall be cause for termination of this Contract by Warren County.

### 12. WARRANTIES:

The parties acknowledge and represent that they are duly organized, validly existing, and in good standing and have the right, power, and authority to enter into this Contract and bind themselves hereto through the party set forth as signatory for the party below.

### 13. LIMITATION OF LIABILITY:

Circumstances may arise where, because of a default on the part of either party, a party is entitled to recover damages from the other party. In each such instance, regardless of the basis on which you are entitled to claim damages from us (including fundamental breach, negligence, misrepresentation, or other contract or tort claim), the party is liable for not more than

- A. Damages for bodily injury (including death) and damage to real property and tangible personal property, and
- B. The amount of any other actual direct damages, up to the greater of U.S. \$100,000 (or equivalent in local currency).

This limit also applies to subcontractors.

The parties agree that regardless of the form of action, liability of any party for damages shall not exceed the total Contract amount under the term of this Contract. This shall be the parties' exclusive remedy. No action, regardless of form, arising out of a claim of breach of this Contract may be brought by either party more than one year after the date of the alleged breach.

#### 14. ENTIRE CONTRACT:

This Contract contains the entire contract between DeBra-Kuempel and Warren County with respect to the subject matter thereof and supersedes all prior written or oral contracts between the parties. No representations, promises, understandings, contracts, or otherwise not herein contained shall be of any force or effect.

#### 15. MODIFICATION OR AMENDMENT:

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

### 16. **CONSTRUCTION**:

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

However, if the invalid, illegal, or unenforceable provision materially affects this Contract, the Contract may be terminated by either party on ten (10) days' prior written notice to the other party hereto.

### 17. WAIVER:

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

#### 18. ASSIGNMENT, SUCCESSORS AND ASSIGNS:

No party shall assign any of its rights or delegate any of its duties under this Contract without written consent of the other(s). Subject to the above provision, this Contract shall be binding on the successors and assigns of the parties.

## 19. INTERPRETATION:

Unless otherwise specified, the following rules of construction and interpretation apply:

- A. Captions are for convenience and reference only and in no way define or limit the construction of the terms and conditions hereof;
- B. Use of the term "including" will be interpreted to mean "including but not limited to";
- C. Whenever a party's consent is required under this Contract, except as otherwise stated in the Contract or as same may be duplicative, such consent will not be unreasonably withheld, conditioned, or delayed;
- D. Exhibits are an integral part of the Contract and are incorporated by reference in this Contract;
- E. Use of the terms "termination" or "expiration" are interchangeable; and
- F. Reference to a default will take into consideration any applicable notice, grace, and cure periods.

### 20. **HEADINGS**:

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

#### 21. NOTICES:

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

TO: Jack Wells
DeBra-Kuempel
3976 Southern Avenue
Cincinnati, Ohio 45227

TO: Warren County c/o
Telecommunications Director, Paul Kindell
520 Justice Drive
Lebanon, Ohio 45036

### 22. <u>TERMINATION</u>:

Termination of this Contract by either party will be permitted in the event of a material breach of this Contract by the other party when the material breach remains uncured

thirty (30) days after written notice by certified mail, return receipt requested, is given to the breaching party specifying the breach. A "material breach" is defined as (a) the failure of either party to fully comply with and perform any and all terms and conditions of this Contract and its attachments; (b) the making of assignment for the benefit of creditors by either party; (c) the institution of bankruptcy, reorganization, liquidation, or receivership proceedings by or against either party; and (d) insolvency of either party or impairment of the credit of either party.

Delay in curing a default may be excused if due to causes beyond the reasonable control of the defaulting party.

With respect to any provision of this Contract, the violation or noncompliance with which could result in the imposition of a financial penalty, forfeiture, or other sanction upon either party, such violation or noncompliance will be excused where such violation or noncompliance is the result of an inability to secure materials, an Act of God, war, civil disturbance, strike or other labor unrest, or any event beyond the party's reasonable control or not reasonably foreseeable.

This Contract may be terminated at any time with or without cause by either party upon thirty (30) days' written notice to the other party.

### 23. ESTOPPEL:

Any party will, at any time upon fifteen (15) days' prior written notice from the other party or parties, execute, acknowledge, and deliver to the other a statement in writing (a) certifying that this Contract is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying this Contract as so modified is in full force and effect) and the date to which the rent and other charges are paid in advance, if any; and (b) acknowledging that there are not, to such party's knowledge, any uncured defaults on the part of the other party hereunder, or specifying such defaults if any are claimed.

Failure to deliver such a statement within such time will be conclusive upon the requesting party that (a) this Contract is in full force and effect, without modification except as may be properly represented by the requesting party; and (b) there are no uncured defaults in any party's performance.

#### 24. CALCULATION OF TIME:

Where the performance or doing of any act, duty, matter, payment, or thing is required hereunder and the period of time or duration for the performance thereof is prescribed and fixed herein, the time shall be computed so as to exclude the first and include the last day of the prescribed or fixed period or duration of time. When the last day of the period falls on Saturday, Sunday, or a legal holiday, that day shall be omitted from the computation.

### 25. <u>ACCEPTANCE</u>:

The parties acknowledge that they have read and understood this Contract. The parties, by virtue of the signatures set forth below, agree to be legally bound by all provisions and conditions set forth in this Contract forming a mutually binding contractual agreement which cannot be amended without a writing executed by the parties.

### 26. AVAILABILITY OF FUNDS:

The certification of the fiscal agents of the parties on the purchase orders submitted with this Contract is certification that the funds required for this Contract will be available as required herein, for each appropriation period through the end of the term of this Contract.

#### 27. BID DOCUMENTS:

All documents contained in Contractor's bid or proposal and submitted by Contractor for consideration in awarding this Contract, pursuant to Ohio Rev. Code §307.86, shall be incorporated herein by reference as if fully rewritten.

### 28. MULTIPLE ORIGINALS:

This Contract may be executed in one (1) or more copies, each of which shall be deemed an original.

#### 29. POWER AND AUTHORITY:

Each party has the power and authority to enter into and perform this Contract, and the person signing this Contract on behalf of each party has been properly authorized and empowered to enter into this Contract.

[The remainder of this page is intentionally left blank.]

## 30. EXECUTION

IN EXECUTION WHEREOF, the parties hereto have executed this Contract by their duly authorized representatives on the dates shown below.

DeBra-Kuempel:  Authorized Signatory  Dack L Wells	Warren County Board of Commissioners  Hum  President / Vice President
Printed Name  8/19/27  Date	Printed Name  9.27.22  Date  Resolution Number:
	Approved as to form:  Assistant Prosecuting Attorney

# Resolution

Number <u>22-1419</u>

Adopted Date September 27, 2022

ENTER INTO CONTRACT WITH RECREATION OUTLETS, INC. FOR THE VILLAGE OF MORROW PHEGLEY PARK UPGRADE FOR WARREN COUNTY OFFICE OF GRANTS AND ADMINISTRATION

WHEREAS, pursuant to Resolution #22-1159 adopted August 2, 2022, this Board authorized a request for proposals for Village of Morrow – Phegley Park Upgrades for the Office of Grants and Administration; and

WHEREAS, on or before August 16, 2022, the Office of Grants Administration received six (6) sealed proposals for Village of Morrow – Phegley Park Upgrades; and

WHEREAS, said negotiations are complete and it is the recommendation Susanne Mason, Director of Office of Grants Administration, to enter into contract with Recreations Outlets, Inc., 885 State Route 28, Milford, OH 45150, for a total contract price of \$156,545.58; and

NOW THEREFORE BE IT RESOLVED, to enter into contract with Recreation Outlets, Inc. for Village of Morrow – Phegley Park Upgrades on behalf of Warren County Office of Grants and Administration; as attached hereto and made a part hereof.

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

Mr. Grossmann – yea

Mr. Young - yea

Mrs. Jones – yea

Resolution adopted this 27th day of September 2022.

BOARD OF COUNTY COMMISSIONERS

Tina Osborne, Clerk

cc;

c/a—Recreation Outlets, Inc.

OGA (file)

OMB Bid file

# Contract Between Warren County Board of Commissioners and Recreations Outlets for the FY20 Village of Morrow Phegley Park Upgrade

This AGREEMENT is hereby entered into as of the date last signed below between Warren County Board of Commissioners, (hereinafter "County") whose business address is 406 Justice Drive, Lebanon, Ohio 45036 and Recreations Outlets, Inc. (hereinafter "Contractor") whose business address is 885 State Route 28, Milford, Ohio 45150.

### RECITALS

WHEREAS, COUNTY as the Administrative Agent for the Community Development Block Grant Entitlement Program, the Warren County Board of Commissioners in partnership with the Village of Morrow, now seeks proposals for the purchase and turnkey installation of park playground equipment and playground upgrades for the Village of Morrow Phegley Park located at the intersection of Main Street and Center Street, Morrow, Ohio 45152.

WHEREAS, upon the County's issuance of a Request for Proposals (hereinafter "RFP"), Contractor was awarded this contract by County.

**NOW THEREFORE**, in consideration of the mutual undertakings and agreement hereinafter set forth, COUNTY and Contractor agree as follows:

#### ARTICLE 1. TERMS AND COST OF AGREEMENT:

- 1.1 Contractor shall install park upgrades to Phegley Park as described in its Response to the County's RFP, attached below as **Exhibit 1** and incorporated as if fully written herein. The COUNTY shall pay Contractor a total not to exceed \$156,545.58. The work shall commence by the 31st day of January 2023, and the project shall be fully completed within 40 days of commencement.
- 1.2 The installation shall be performed in a good and workman like manner with use of reasonable skill, care and diligence, and to not cause harm to the existing property.
- 1.3 Contractor shall be responsible for procuring the material and labor for the Phegley Park upgrade. Contractor shall also be responsible for all necessary and incidental equipment needed in order to meet the requirement for a complete installation and will be responsible for verifying the completeness of any parts lists and the overall suitability of the equipment to meet the main purpose of this Agreement.
- 1.4 The work described by this agreement shall be performed at the specific area identified and described in the RFP. Contractor shall work around COUNTY's schedule to ensure that there is no interruption of scheduled park events.

1.5 COUNTY shall make payment to Contractor in full upon satisfactory completion of the installation.

# ARTICLE 2. EQUIPMENT AND SERVICES TO BE PROVIDED

2.1 The types of products and parts lists are specified in the attached **EXHIBIT 1**.

## ARTICLE 3. GENERAL TERMS

- 3.1 LICENSES, PERMITS AND APPROVALS: Contractor shall obtain and pay for all permits, licenses and approvals necessary for the execution of this Agreement and shall comply with all of the laws, ordinances, rules, orders, and regulations relating to performance of work
- 3.2 RIGHT OF ENTRY: Contractor shall have the right to enter its property at Phegley Park for the time and to the extent necessary to perform the work described by this agreement, note the park is owned by the Village of Morrow and Contractor shall contact the Village of Morrow to gain park access.
- 3.3 STORAGE OF MATERIALS: Contractor shall be responsible for the safe storage of any equipment, products, or materials and COUNTY will not be responsible for loss of or damage to equipment, products, materials, or tools unless such loss or damage results from the negligence of COUNTY.
- 3.4 ASSIGNMENT OF CONTRACTUAL RIGHTS: Contractor shall not assign, transfer, convey, or otherwise dispose of this Agreement or its right, title or interest in or to any part thereof, without the prior written consent of COUNTY. Further, COUNTY shall approve in advance any subcontractors hired to perform the work described in this agreement.
- 3.5 EXTRA WORK: No claims for extra work will be allowed unless same shall have been previously ordered by COUNTY in a written change order
- 3.6 DELIVERY REQUIREMENTS CONTRACTOR RELEASE: Contractor shall be excused from performance during the time and to the extent he is prevented from obtaining or delivering materials or performing his work in the customary manner by acts of God, fire, war, strike, loss or shortage of transportation facilities, lockout or commandeering of raw materials, products, plants or facilities by the government. Contractor shall provide COUNTY satisfactory evidence that non-performance is due to other than the fault or negligence of Contractor.
- 3.7 CLEANING: Each day during the installation, Contractor shall keep clean the portion of the premises where work is being done and remove from the premise any trash, litter, packing, or other materials that result from the performance of the Agreement.
- 3.8 NOTICE AND SERVICE: Any notice to Contractor from COUNTY relative to any part of this agreement shall be considered delivered and the service thereof completed when said notice is posted by certified mail to Contractor at his last given address or delivered in person to Contractor.

- 3.9 CLAIMS AND DISPUTES Definition: A Claim is a demand or assertion by one of the parties seeking, as a matter of right, adjustment or interpretation of Contract terms, payment of money, extension of time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the COUNTY and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim.
- 3.10 TIME LIMIT ON CLAIMS: Claims by either party must be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later. Claims must be initiated by written notice to the other party.
- 3.11 CONTINUING CONTRACT PREFORMANCE: Pending final resolution of a Claim, Contractor shall proceed diligently with performance of the Contract, and COUNTY shall make payment for all satisfactorily completed work and all conforming equipment and materials properly installed.
- 3.12 CLAIMS FOR CONSEQUENTIAL DAMAGES: Contractor waives Claims for consequential damages arising out of or relating to this Contract. This waiver includes damages incurred by Contractor for rental expenses, principal office expenses, including the compensation of personnel stationed there; for losses of financing, business and reputation; and for loss of profit, except anticipated profit arising directly from the Work.
- 3.13 RESOLUTION OF CLAIMS AND DISPUTES: Claims shall be submitted to the other party in writing, followed by negotiation of the parties which shall be required as a condition precedent to mediation or litigation of all Claims between Contractor and COUNTY arising prior to the date final payment is due.
- 3.14 MEDIATION: Any Claim arising out of or related to the Contract, except Claims relating to aesthetic effect and except those waived, shall, after 30 days be subject to mediation as a condition precedent to the institution of legal or equitable proceedings by either party.
- 3.15 RULES FOR MEDIATION: The parties shall endeavor to resolve their Claims by mediation. Any request for mediation shall be filed in writing with the other party to the Contract. The request may be made concurrently with the commencement of litigation, but in such event, mediation shall proceed in advance of legal or equitable proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. The mediator will be chosen by agreement of the parties. If they cannot agree, the mediator shall be selected by the court in which legal proceedings are filed.
- 3.16 COST AND LOCATON OF MEDIATION: The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

3.17 INSURANCE: Work shall not commence until all insurance requirements have been met and certificates thereof have been filed with the COUNTY, who shall be listed as an additional insured party thereon. All certificates of insurance shall be submitted to the COUNTY prior to the commencement of work pursuant to this Agreement.

The insurance required below shall remain in effect throughout the term of this Agreement and must not be allowed to lapse by Contractor.

Contractor shall require that all subcontractors, including individuals hired as independent contractors, also maintain the insurance required below. The subcontractors shall provide certificates of insurance to Contractor, and Contractor shall provide copies of those certificates to the COUNTY before the subcontractors begin work.

Renewal certificates for Contractor and all subcontractors shall be submitted to the COUNTY for policies which expire during the term of this agreement, or work may be stopped, or payment delayed by the COUNTY.

3.18 INSURANCE REQUIREMENTS: Contractor agrees to defend, indemnify and hold harmless the COUNTY, its officers, agents and employees against any and all liability, loss, costs, damages and expenses which the COUNTY, its officers, agents or employees may hereafter sustain, incur, or be required to pay arising out of Contractor's performance or failure to adequately perform his obligations pursuant to this Agreement.

Contractor further agrees that it will at all times during the term of this Contract keep in force:

- 1. Commercial General Liability Insurance Policy with minimum limits of \$1,000,000 per occurrence and \$2,000,000 aggregate (CGL), with coverage pertaining to operation and premises of Contractor and any of his job sites;
- 2. Automobile Liability Insurance including owned, non-owned and hired vehicles in an amount not less than \$1,000,000 combined single limit (CSL) for total bodily injuries and/or damages arising from any one accident. If motor vehicles are not used by Contractor in the performance of this Agreement, Contractor shall supply COUNTY with a letter to that effect;
- Workers Compensation Insurance.

The following words must be on all certificates of insurance required hereunder: Thirty (30) days advance written notice of changes or cancellation of coverage will be given to the certificate holder. Any additional words such as: 'will endeavor to' or 'A failure to do so will impose no obligation' must be crossed off or deleted.

3.19 GOVERNING LAW AND VENUE: This Agreement is entered into within the State of Ohio, and the law of said state, whether substantive or procedural, shall apply to this Agreement, and all statutory, legislative and regulatory provisions that are applicable to public Contracts in Warren County and the State of Ohio shall be followed with respect to this Agreement. Venue for all actions arising hereunder or related hereto shall lie in the courts of and for Warren County, Ohio.

- 3.20 RECORDS AVAILABILITY AND RETENTION: Pursuant to Ohio Statutes, Contractor agrees that the COUNTY, the State Auditor, or any of their duly authorized representatives at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of Contractor and involve transactions relating to this Agreement. Contractor agrees to maintain these records for a period of six years from the date of termination of this Agreement.
- 3.21 NON-DISCRIMINATION: During the performance of this Agreement, Contractor agrees to the following:

No person shall, on the grounds of race, color, religion, age, sex, disability, marital status, public assistance status, criminal record, creed or national origin be excluded from full employment rights in, participation in, be denied the benefits of, or be otherwise subjected to discrimination under any and all applicable Federal and State laws against discrimination.

- 3.22 MERGER AND MODIFICATION: It is understood and agreed that the entire Agreement between the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter. All items referred to in this Agreement are incorporated herein or attached hereto and are deemed to be part of this Agreement.
- 3.23 INDEPENDENT CONTRACTOR: Nothing contained in this Agreement is intended to or shall be construed as creating between COUNTY and Contractor the relationship of partners or joint venturers. No tenure or any rights or benefits including Workers Compensation, Unemployment Insurance, medical care, sick leave, vacation leave, severance pay, OPERS, or other benefits available to COUNTY's employees shall accrue to the owners, officers or employees of Contractor or his subcontractors performing services under this Agreement.
- 3.24 WARRANTY: Contractor shall warrant to the COUNTY that the materials and labor to be provided shall conform to the specifications and be free from defects in materials and workmanship.
- 3.24.1 TIME OF WARRANTY: Contractor shall warrant all labor and materials for a period of 1 year from the date of final completion and acceptance of the total complete work by the COUNTY or beneficial use and occupancy thereof, whichever occurs first.
- 3.24.2 COMMENCEMENT OF WARRANTY: Warranty period shall commence at the time installation is completed by Countractor and written approval thereof is supplied by COUNTY or by beneficial use and occupancy by COUNTY, whichever occurs first. COUNTY shall not unreasonably withhold final approval
- 3.24.3 DESIGN PERFORMANCE: Contractor shall warrant that the installed park equipment and fixtures are capable of performing satisfactorily under normal use for which they are designed and that they are free from imperfections in design, materials or construction which would create hazards.

3.25 FEDERAL LABOR STANDARDS. Contractor shall comply with the Federal Labor Standards Provisions attached below in **Exhibit 2** and incorporated by reference as if fully written herein.

# 3.26 EXECUTION.

In Execution whereof, the authorized signatory of each party has executed this Agreement effective the date set forth below,

Warren County Board of Commissioners,	·				
	Pete Delois dba Recreations Outlets,				
Président / Vice-President	Authorized Signatory				
Ton (1/05sman 9.27.22 Printed Name Date	Pute Delois	9-20-2022			
Resolution No	Printed Name	Date			

Approved as to form,

Adam M. Nice

Assistant Prosecuting Attorney



# **Warranty Information**

- 100 year limited warranty on aluminum and steel upright posts against structural failure due to deterioration, corrosion, or workmanship.
- 100 year limited warranty on hardware against structural failure due to deterioration, corrosion, or workmanship.
- 100 year limited warranty on post caps and clamps against structural failure due to deterioration, corrosion, or workmanship.
- 15 year limited warranty on ralls, rungs, rigid climbers, loops and decks against structural failure or workmanship.
- 15 year limited warranty on all HDPE and rotational molded plastic components against structural fallure due to materials or workmanship.
- 5 year limited warranty on cables and nets against premature wear due to natural deterioration or manufacturing defects.
- · 5 year limited warranty on Swing Set Frames and Frame Hardware
- · 5 year limited warranty on PVC coating against cracking and peeling.
- · 3 year limited warranty on all blow molded plastics against structural failure due to materials or workmanship.
- 1 year limited warranty on moving parts against structural failure due to materials or workmanship.
- 1 year limited warranty on all materials and products not covered above against failure due to materials or workmanship including swing parts (seats, hangers, chains, connectors).
- 1 year limited warranty on all adult fitness equipment.

PlaygroundEquipment.com warrants to its original customer for as long as the original customer owns the product and uses the product with normal use, installation, and maintenance in accordance with published specifications to be free from defects in materials and workmanship.

This warranty does not cover damage from misuse, vandalism, modified parts or damage such as dents, scratches, fading/weathering and normal wear and tear. The warranty does not cover the cost of freight or labor for removal and installation of repaired or replacement parts.

Warranty claims must be filed within the applicable warranty period. Replacement parts carry the applicable warranty from the date of shipment of the replacement part.

Repair/Replacement orders for warranted products will be for the component part only. (Not the entire product.) Contact your PlaygroundEquipment.com distributor for a return authorization.

Warranties are limited to repair or replacement of defective parts. A repaired or replacement part is covered only for the original warranty period. All warranties begin on the delivery date of the goods. Warranties are non-transferable and only apply to end users who purchase new products directly from PlaygroundEquipment.com or an authorized PlaygroundEquipment.com distributor for personal or business use and not for purpose of re-distribution or re-sale. No other warranties apply.

# Resolution

Number <u>22-1420</u>

Adopted Date September 27, 2022

AUTHORIZE REQUEST FOR QUALIFICATIONS AND APPOINT A REVIEW COMMITTEE FOR SURVEY AND BASEMAP SERVICES FOR THE MORELAND ACRES WATER REPLACEMENT PROJECT FOR THE WATER AND SEWER DEPARTMENT

WHEREAS, the Water and Sewer Department recognizes the need for surveying and basemap services for the construction of waterline projects in the Moreland Acres Subdivision; and

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

WHEREAS, the County Sanitary Engineer recommends that the Board authorize a Request for Proposals for Survey and Basemap Services for the Moreland Acres Water Replacement Project and appoint a committee of three to six members to review the submittals, with the size of the committee to be determined based on the availability of the members; and

WHEREAS, the County Sanitary Engineer recommends said committee be comprised of the Superintendent of Water Distribution, the Deputy Sanitary Engineer, Sanitary Engineer, and Water & Wastewater Staff Engineer; and

NOW THEREFORE BE IT RESOLVED, to authorize the Request for Qualifications and appoint a review committee for the procurement of professional consulting services for the Survey and Basemap Services for the Moreland Acres Water Replacement Project; and

BE IT FURTHER RESOLVED, to advertise said proposal for one (1) week in a newspaper of general circulation beginning the week of October 2, 2022 and for two consecutive weeks on the Warren County website, with proposals due Thursday, October 27, 2022 @ 4:00 p.m.

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

Mr. Grossmann – yea

Mr. Young - yea

Mrs. Jones – yea

Resolution adopted this 27th day of September 2022.

BOARD OF COUNTY COMMISSIONERS

Cina Osborne, Clerk

cc: Water/Sewer (file)

Project File

# Resolution Number 22-1421

Adopted Date September 27, 2022

APPOINT AN EVALUATION COMMITTEE TO REVIEW THE RFP FOR AUTOMATIC VOICE DISPATCHING (AVD) & FIRE ALERTING SYSTEM RELATIVE TO WARREN COUNTY TELECOMMUNICATIONS

WHEREAS, the Warren County Board of Commissioners issued a request for proposals from interested vendors on July 12, 2022, and submittals were required by August 22, 2022; and

WHEREAS, the Warren County Telecommunications Department recommends a review committee to review the submittals received; and

WHEREAS, the committee will be comprised of:

- Paul Kindell, Warren County Director of Telecommunications
- Gary Estes, Warren County Deputy Director Telecommunications
- Paul Bernard, Warren County Public Safety Systems Manager of Telecommunications
- Melissa Bour, Warren County Director of Emergency Services
- Jesse Madden, Warren County Emergency Communications Operations Manager of **Emergency Services**
- Samantha Hall, Warren County LEADS/Training Coordinator of Emergency Services
- Aaron Bosko, Deputy Chief of Mason City Fire Department
- Steve Cox, Deputy Chief of Clearcreek Twp Fire Department
- Mike Hannigan, Chief of Franklin Twp Fire Department
- Tim Simpson, Assistant Chief of Clearcreek Twp Fire District
- Jeremy Lane, Chief of Carlisle Fire Department

NOW THEREFORE BE IT RESOLVED, to appoint the evaluation committee to review the RFP for Automatic Voice Dispatching and Fire Alerting System relative to Warren County Telecommunications.

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

Mr. Grossmann – yea

Mr. Young - yea

Mrs. Jones - yea

Resolution adopted this 27th day of September 2022.

BOARD OF COUNTY COMMISSIONERS

Tina Osborne, Clerk

Telecom (file) cc:

Bid file

# Resolution

Number <u>22-1422</u>

Adopted Date September 27, 2022

AUTHORIZE REQUEST FOR PROPOSALS AND APPOINT A REVIEW COMMITTEE FOR THE PROCUREMENT OF UTILITY BILLING SOFTWARE FOR THE WATER AND SEWER DEPARTMENT

WHEREAS, the Water and Sewer Department is seeking to procure new utility billing software that allows for additional functionality and efficient operations compatible with the current County financial system; and

WHEREAS, the County Sanitary Engineer recommends that the Board authorizes a Request for Proposals for the Procurement of Utility Billing Software and appoints a committee comprised of members including the Sanitary Engineer, Deputy Sanitary Engineer, Business Manager, Deputy Business Manager, Utility Billing Customer Care Coordinator, and representatives from the County's IT Department; and

WHEREAS, the committee will evaluate the submittals and present its findings to the Warren County Board of Commissioners at its conclusion, in accordance with the process outlined in the published Request for Proposals; and

NOW THEREFORE BE IT RESOLVED, to authorize the Request for Proposals and appoint a review committee for the Procurement of Utility Billing Software for the Water and Sewer Department; and

BE IT FURTHER RESOLVED, to advertise said bid for one (1) week in a newspaper of general circulation beginning the week of October 2, 2022 and for five consecutive weeks on the Warren County website, with proposals due Thursday, November 10, 2022 @ 4:00 p.m.

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

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 27th day of September 2022.

BOARD OF COUNTY COMMISSIONERS

Tina Osborne, Clerk

cc: Water/Sewer (file)

Project File

Bid file

# BOARD OF COUNTY COMMISSIONERS WARREN COUNTY, OHIO

# Resolution

Number <u>22-1423</u>

Adopted Date September 27, 2022

APPROVE AGREEMENT AND ADDENDUM WITH FOCUS ON YOUTH, INC. RELATIVE TO HOME PLACEMENT AND RELATED SERVICES 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 Focus on Youth, Inc. relative to home placement and related services for calendar year 2022-2023, on behalf of Children Services as attached hereto and made a part hereof.

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

Mr. Grossmann - yea

Mr. Young - yea

Mrs. Jones – yea

Resolution adopted this 27<sup>th</sup> day of September 2022.

**BOARD OF COUNTY COMMISSIONERS** 

Tina Osborne, Clerk

cc:

c/a – Focus on Youth, Inc. Children Services (file)

# Ohio Department of Job and Family Services

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

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

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

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

and

Focus on Youth, Inc., hereinafter "Provider", whose address is:

Focus on Youth, Inc. 8904 Brookside Ave West Chester, OH 45069

Collectively the "Parties".

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ATTACHMENTS TO THIS AGREEMENT

#### RECITALS

WHEREAS, the Agency is responsible under Ohio Revised Code (ORC) Title 51, Chapter <u>5153</u> 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 in the State of Ohio or in the state where the Provider of services is located and has all requisite legal power and authority to execute this Agreement and to carry out its terms, conditions and provisions; and is licensed, certified or approved to provide services to children and families in accordance with Ohio law or the state where the Provider of services is located.

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

#### Article I. SCOPE OF PLACEMENT SERVICES

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

#### Section 1.01 FOR AGREEMENTS COMPETITIVELY PROCURED

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

#### Section 1.02 FOR AGREEMENTS NOT COMPETITIVELY PROCURED

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

#### Section 1.03 EXHIBITS

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

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

## Article II. TERM OF AGREEMENT

This Agreement is in effect from 08/01/2022 through 05/31/2023, unless this Agreement is suspended or terminated pursuant to Article VIII prior to the termination date.

#### Article III. ORDER OF PRECEDENCE

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

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

A. Exhibit I: Scope of Work; then

B. Exhibit II: Request for Proposals (if applicable); then

C. Exhibit III: Provider's Proposals (if applicable); then

D. Exhibit IV: Title IV-E Schedule A Rate Information.

#### Article IV. DEFINITIONS GOVERNING THIS AGREEMENT

The following definitions govern this Agreement:

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

## Article V. PROVIDER RESPONSIBILITIES

- A. Provider agrees to participate with Agency in the development and implementation of the Case Plan and ICCA including participation in case reviews and / or semi-annual administrative reviews, and the completion of reunification assessments for the children in placement with the Provider. Parties shall make best efforts to share information timely regarding participants and contact information involved with planning efforts related to children and families.
- B. Provider agrees to provide services agreed to in the Case Plan and ICCA (i.e.,transportation of children for routine services, including, but not limited to, court hearings, medical appointments, school therapy, recreational activities, visitations/family visits) unless otherwise negotiated in writing as an attachment to this Agreement. Any disputes involving services or placement will be resolved through mutual-agreement and modification to the ICCA, Provider agrees the Agency is the final authority in the process. The cost of providing these services is to be included in the Agency approved per diem.
- C. Provider agrees to ensure that any and all persons who may act as alternative caregivers or who have contact with the children are suitable for interaction pursuant to all applicable federal, state and local laws and regulations.
- D. Provider agrees that all caregivers must be approved by the Agency.
- E. Provider agrees to submit a progress report as negotiated by the parties for each child. The progress report will be based on the agreed upon services to be delivered to the child and/or family and will include documentation of services provided to the child and/or discharge summary. If Monthly Progress Reports are not received within 90 calendar days following the month of service provision, payment may be withheld at the Agency's discretion.

- 1. Monthly Progress Reports shall be submitted by the 20th of the month following the month of service.
- 2. The Monthly Progress Report will include the following medical related information:
  - a. Service type (i.e. medical, dental, vision, etc.);
  - b. Date(s) of service;
  - c. Reason for visit (i.e. routine, injury, etc.);
  - d. Practitioner name, address and contact number;
  - e. Name of hospital, practice, urgent care, etc.;
  - f. Prescribed medications and dosages;
  - g. Date(s) medication(s) were prescribed or changed; and
  - h. Changes to medications.
- F. Placement changes, emergency or non-emergency, shall occur only with the approval of the Agency. The following information shall be provided to the Agency for all placement changes: Name, address and phone number of the new foster home or other out-of-home care setting, the license/home study of the new care provider within 24 hours, excluding weekends and holidays.
- G. Provider agrees to notify all Agencies who have children placed in the same caregiver's home/group home/CRC when any child residing in the placement is critically injured or dies in that location. Notification will be made to the Agencies' Child Abuse/Neglect Hotline number or assigned Caseworker immediately.
- H. Notification to the Agency of Emergency Critical Incidents shall occur ASAP but no later than one hour of the Incident becoming known. Notification will be made to the Agency via the Agency's Child Abuse/Neglect Hotline or assigned Caseworker or by other established system. Critical incidents are those incidents defined in the Ohio Administrative Code that are applicable to the licensed or certified programs (ODJFS 5101:2-7-14, 5101:2-9-23 ODMHAS 5122-30-16, 5122-26-13, OAC 5123-17-02).

Emergency situations include but are not limited to the following:

- 1, Absent Without Leave (AWOL);
- 2. Child Alleging Physical or Sexual Abuse / Neglect;
- 3. Death of Child;
- Illicit drug/alcohol use; Abuse of medication or toxic substance;
- 5. Sudden injury or illness requiring an unplanned medical treatment or visit to the hospital;
- Perpetrator of Delinquent/Criminal Act (Assault, Dangerous Behaviors, Homicidal Behaviors);
- 7. School Expulsion / Suspension (formal action by school);
- 8. Self-Injury (Suicidal Behaviors, Self-Harm Requiring external Medical Treatment, Hospital or ER);
- 9. Victim of assault, neglect, physical or sexual abuse; and
- 10. The filing of any law enforcement report involving the child.
- 1. The Provider also agrees to notify the Agency within Twenty-four (24) hours, of any non-emergency situations. Non-emergency situations include but are not limited to the following:
  - 1. When physical restraint is used/applied; and
  - 2. Medication lapses or errors.

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

- J. Documentation of the emergency and non-emergency incidents as identified in "H and I" above shall be provided to the Agency via email, fax or other established notification system within 24 hours excluding weekends and holidays.
- K. The Provider agrees to submit each child's assessment and treatment plans as completed but no later than the 30th day of placement. Provider further agrees to provide treatment planning that will include, but is not limited to, education on or off site, preparation for integration into community-based school or vocational/job skills training, community service activities, independent living skills if age 14 or older, monitoring and supporting community adjustment.
- L. The Provider agrees to participate in joint planning with the Agency regarding modification to case plan services. Provider agrees that while the Provider may have input into the development of the child's case plan services and

- the ICCA, any disputes involving services or placement will be resolved through mutual agreement and modification to the ICCA. Provider agrees the Agency is the final authority in the process.
- M. The Provider shall participate in a Placement Preservation meeting if requested by the Agency prior to issuing a notice of removal of a child. A placement Preservation meeting shall be held within seven (7) business days of said request. Unless otherwise mutually agreed upon a minimum of thirty (30) calendar days' notice shall be given if placement preservation is unable to be achieved. A Discharge Plan Summary shall be provided no later than fifteen (15) calendar days after the date of discharge in accordance with the applicable licensed or certified program. (OAC 5101:2-5-17, OAC 5122-30-22, OAC 5122-30-04, OAC 5123:2-3-05).
- N. The Provider shall work in cooperation and collaboration with the Agency to provide information for each child's Lifebook and will fully comply with the provision of <u>OAC 5101:2-42-67</u> 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.
- The Provider agrees to provide Independent Living Services as set forth in accordance with <u>OAC 5101:2-42-19</u> for all children age 14 and above.
- P. When applicable, due to the Provider being part of a managed care agreement as defined in <u>OAC 5101:2-1-01</u>, 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 <u>OAC 5101:2-42-65</u> of the Ohio Administrative Code.
- Q. The Provider agrees to maintain its licenses and certifications from any source in good standing. The Provider agrees to report to Agency in writing any change in licensure or certification that negatively impacts such standing immediately if the negative action results in a temporary license, suspension of license or termination of license.
- R. Provider agrees that the reasonable and prudent parent standard training required by SEC. 471. [42 U.S.C. 671] of the Social Security Act and in accordance to OAC 5101:2-5-33, OAC 5101:2-9-02 or OAC 5101:2-9-03 has been completed.
- S. The Provider shall notify Agency of any changes in its status, such as intent to merge with another business or to close no later than forty-five (45) business days prior to the occurrence.
- The Provider agrees that the Agency shall have access to foster parent home studies and re-certifications for foster parents caring for children in placement, subject to confidentiality considerations. The Provider shall submit to Agency a copy of the current foster home license at the time of placement and recertification. Provider also agrees to notify Agency within twenty-four (24) hours of any change in the status of the foster home license.
- U. When there is a rule violation of a caregiver, a copy of the corrective action plan, if applicable, must be submitted to the Agency when the investigation is complete.
- V. The Provider agrees to notify the Agency of scheduling no less than fourteen (14) calendar days prior to all formal meetings (i.e. FTMs, Treatment Team Meetings, IEPs, etc.).
- W. The Provider agrees to adhere to the following Medical/Medication guidelines:
  - 1. To provide over-the-counter medications and/or supplies as part of the per diem of care;
  - 2. To comply with the medical consent process as identified by Agency;
  - 3. Only the Agency can give permission for the administering or change (addition or elimination) of psychotropic medication and its ongoing management; and
  - 4. Provide an initial placement medical screening within 72 hours of child's placement into a placement resource under the Provider's operation and/or oversight.
- X. To arrange for required health care/medical examinations within time frames required by <u>OAC 5101:2-42-66.1</u> and provide reports from the health care providers to the agency within 30 days of occurrence if the appropriate releases of information have been obtained by the Provider.
- Y. The Network Provider agrees to notify the Agency if placement resource is currently under investigation for license violations or misconduct toward children or other third-party investigation.
- Z. The Provider will immediately notify the Agency:

- 1. If the Provider is out of compliance with any licensing authority rules or the placement resource is under investigation for license violations or misconduct toward children. Immediately is defined as within one hour of knowledge of the non-compliance issue.
- 2. Child Abuse/Neglect Hotline or assigned Caseworker of any allegations of abuse or neglect made against the Caregiver within one hour of gaining knowledge of the allegation.
- 3. Of any corrective action and the result of the correction action plan. The Provider will submit a comprehensive written report to the agency within sixty (60) days of the rules violation.
- 4. Within twenty-four (24) hours any time there is an event which would impact the placement resource license.

### Article VI. AGENCY RESPONSIBILITIES

- A. Agency certifies that it will comply with the Multiethnic Placement Act, 108 STAT. 3518, as amended by Section 1808 of the Small Business Jobs Protection Act of 1996, 110 STAT. 1755, which prohibits any Agency from denying any person the opportunity to become an adoptive or foster parent on the basis of race, color, national origin, or delaying or denying the placement of a child for adoption or into foster care on the basis of race, color, or national origin of the adoptive or foster parent or of the child involved.
- B. The Agency shall provide to the Provider within thirty (30) calendar days of placement or within a reasonable time thereafter as agreed to by the parties, a copy of each child's social history, medical history, and Medicaid card once obtained by the Agency for new cases, or at time of placement for existing cases. Agency shall make best efforts to share information timely regarding participants and contact information involved with planning efforts related to children and families.
- C. The Agency acknowledges that clinical treatment decisions must be recommended by licensed clinical professionals. Agency and Provider acknowledge that disagreement with a treatment decision may be taken through the dispute resolution process contained in Article XIV of this Agreement.
- D. Agency agrees to visit with the child in accordance with rule OAC 5101:2-42-65 of the Ohio Administrative Code.
- E. Agency agrees to participate in periodic meetings with each child's treatment team for case treatment plan development, review, and revision. The Agency agrees to participate in the development of the treatment plan of each child placed with the Provider by the Agency.
- F. Agency certifies that it will comply with Every Student Succeeds Act (34 CFR part 200) and will work with local school districts in developing individualized plans to address the transportation needed for a child to remain in the school of origin. Agency agrees to arrange for the transfer of each child's school records to the child's new school upon placement but not later than ten (10) business days. The Agency agrees to work with the Provider for the timely enrollment of the child in the receiving school district. The Agency has the final responsibility to obtain the child's school records and to enroll the child in the receiving school district.
- G. The Agency shall provide an opportunity for the Provider to give input in the development, substantive Addendum or modification of case plans. The Agency agrees to notify the Provider of scheduling no less than seven (7) calendar days prior to of all formal meetings (e.g. SARs, court hearings, family team conferences, etc.).
- H. The Agency shall participate in a Placement Preservation meeting if requested by the Provider prior to issuing a notice of removal of a child. The Agency shall provide a minimum of thirty (30) calendar days' notice for planned removals, to the Provider for each child who is being terminated from placement with the Provider, unless so ordered by a court of competent jurisdiction.
- 1. Agency agrees to provide the Provider with an emergency contact on a twenty-four (24) hour, seven (7) day per week basis.
- J. The Agency represents:
  - 1. It has adequate funds to meet its obligations under this Agreement; subject to the availability of funds as referenced in Article VIII (I);
  - 2. It intends to maintain this Agreement for the full period set forth herein and has no reason to believe that it will not have sufficient funds to enable it to make all payments due hereunder during such period; and

- It will make its best effort to obtain the appropriation of any necessary funds during the term of this Agreement.
- K. The Agency will provide information about the child being referred for placement in accordance with <u>OAC 5101:2-42-90.</u>Prior to a child's placement in alternative care or respite, <u>OAC 5101:2-42-90 (D)</u> requires the Agency to share with care givers information that could impact the health, safety, or well-being of the child or others in the home.

## Article VII. INVOICING FOR PLACEMENT SERVICES

- A. The Provider agrees to submit a monthly invoice following the end of the month in which services were provided. The invoice shall be for services delivered in accordance with Article I of this Agreement and shall include:
  - 1. Provider's name, address, telephone number, fax number, federal tax identification number, Title IV-E Provider number, if applicable and Medicaid Provider number, if applicable.
  - 2. Billing date and the billing period.
  - 3. Name of child, date of birth of child, and the child's Statewide Automated Child Welfare Information System (SACWIS) person I.D. number.
  - 4. Admission date and discharge date, if available.
  - 5. Agreed upon per diem for maintenance and the agreed per diem administration; and
  - 6. Invoicing procedures may also include the per diems associated with the following if applicable and agreeable to the Agency and Provider:
    - a. Case Management; allowable administration cost;
    - b. Transportation, allowable maintenance cost;
    - c. Transportation; allowable administration cost;
    - d. Other Direct Services; allowable maintenance cost;
    - e. Behavioral health care; non-reimbursable cost; and
    - 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 Attachments/Exhibits of this Agreement.
- D. To the extent that the Provider maintains a foster care network, the agreed upon per diem for maintenance shall be the amount paid directly to the foster parent. Maintenance includes the provision of food, clothing, shelter, daily supervision, graduation expenses, a child's personal incidentals, and liability insurance with respect to the child, reasonable cost of travel to the child's home for visitation and reasonable cost of travel for the child to remain in the school the child was enrolled in at the time of placement. Payment for private Agency staff transporting a child to a home visit or keeping the child in their home school will be paid in accordance with Schedule A (Transportation Maintenance) of this Agreement.
- E. If the plan as determined by the Agency is to return the child to placement with the Provider, the Agency may agree to pay for the days that a child is temporarily absent from the direct care of the Provider, as agreed to by

the parties in writing.

- F. The service provider is required to utilize Medicaid-approved healthcare providers in the appropriate managed care network for the provision of mental health, dental and/or medical services (hereafter referred to collectively as "medical services") to children in the custody of Agency. The Service Provider will report applicable Medicaid/insurance information to the healthcare providers and instruct healthcare providers to seek payment from Medicaid or any other available third-party payer for medical services rendered to children in agency custody. Agency will not pay for the provision of any medical services to children in agency custody unless the agency Executive Director or authorized designee has provided specific prior written authorization for such medical services and associated costs.
- G. The Agency agrees to pay the Provider for all services agreed to on Schedule A and in the Attachments/Exhibits to this Agreement, where applicable, that have been provided and documented in the child's case file. Agency shall make best efforts to make payment of undisputed charges within thirty (30) business days of receipt.
- H. In the event of a disagreement regarding payment, Agency shall withhold payment only for that portion of the placement with which it disagrees, Agency will use best efforts to notify the Provider of any invoice discrepancies. Agency and Provider will make every effort to resolve payment discrepancies within 60 calendar days. Payment discrepancies brought to the Agency after 60 days will be reviewed on a case by case basis.
- I. This Agreement is conditioned upon the availability of federal, state, or local funds appropriated or allocated for payment for services provided under the terms and conditions of this Agreement. By sole determination of the Agency, if funds are not sufficiently allocated or available for the provision of the services performed by the Provider hereunder, the Agency reserves the right to exercise one of the following alternatives:
  - Reduce the utilization of the services provided under this Agreement, without change to the terms and conditions of the Agreement; or
  - 2. Issue a notice of intent to terminate the Agreement.

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

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

# Article IX. TERMINATION; BREACH AND DEFAULT

- A. This Agreement may be terminated for convenience prior to the expiration of the term then in effect by either the Agency or the Provider upon written notification given no less than sixty (60) calendar days in advance by certified mail, return receipt requested, to the last known address of the terminated party shown hereinabove or at such other address as may hereinafter be specified in writing.
- B. If Provider fails to provide the Services as provided in this Agreement for any reason other than Force Majeure, or if Provider otherwise Materially Breaches this Agreement, Agency may consider Provider in default. Agency agrees to give Provider thirty (30) days written notice specifying the nature of the default and its intention to terminate. Provider shall have seven (7) calendar days from receipt of such notice to provide a written plan of action to Agency to cure such default. Agency is required to approve or disapprove such plan within five (5) calendar days of receipt. In the event Provider fails to submit such plan or Agency disapproves such plan, Agency has the option to immediately terminate this Agreement upon written notice to Provider. If Provider fails to cure the default in accordance with an approved plan, then Agency may terminate this Agreement at the end of the thirty (30) day notice period.
- C. Upon of the effective date of the termination, the Provider agrees that it shall cease work on the terminated activities under this Agreement, take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report as of the date of discharge of the last child describing the status of all work under this Agreement, including without limitation, results accomplished, conclusions resulting therefrom, and such other matters as the Agency may require. The Agency agrees to remove all children in placement immediately with the

Provider, consistent with the effective termination date. In all instances of termination, the Provider and Agency agree that they shall work in the best interests of children placed with the Provider to secure alternative placements for all children affected by the termination.

- D. In the event of termination, the Provider shall be entitled to reimbursement, upon submission of an invoice, for the agreed upon per diem incurred prior to the effective termination date. The reimbursement will be calculated by the Agency based on the per diem set forth in Article VIII. The Agency shall receive credit for reimbursement already made when determining the amount owed to the Provider. The Agency is not liable for costs incurred by the Provider after the effective termination date of the discharge of the last child.
- E. Notwithstanding the above, Agency may immediately terminate this Agreement upon delivery of a written notice of termination to the Provider under the following circumstances:
  - Improper or inappropriate activities;
  - 2. Loss of required licenses;
  - Actions, inactions or behaviors that may result in harm, injury or neglect of a child; 3.
  - 4. Unethical business practices or procedures; and
  - 5. Any other event that Agency deems harmful to the well-being of a child; or
  - Loss of funding as set forth in Article VIII. 6.
- F. If the Agreement is terminated by Agency due to breach or default of any of the provisions, obligations, or duties embodied contained therein by the Provider, Agency may exercise any administrative, agreement, equitable, or legal remedies available, without limitation. Any extension of the time periods set forth above shall not be construed as a waiver of any rights or remedies the Agency may have under this Agreement.
- G. In the event of termination under this ARTICLE, both the Provider and the placing Agency shall make good faith efforts to minimize adverse effect on children resulting from the termination of the Agreement,

#### Article X. RECORDS RETENTION, CONFIDENTIALITY AND DATA SECURITY REQUIREMENTS

- The Provider agrees that all records, documents, writings or other information, including, but not limited to, A. 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:
  - All records relating to costs, work performed and supporting documentation for invoices submitted to the 1. Agency by the Provider along with copies of all Deliverables, as defined in Article XXIX, submitted to the Agency pursuant to this Agreement will be retained for a minimum of three (3) years after reimbursement for services rendered under this Agreement.
  - 2. If an audit, litigation, or other action is initiated during the time period of the Agreement, the Provider shall retain such records until the action is concluded and all issues resolved or three (3) years have expired, whichever is later.
  - 3. All records referred to in Section A 1) of this Article shall be available for inspection and audit by the Agency or other relevant agents of the State of Ohio (including, but not limited to, the County Prosecutor, the Ohio Department of Job and Family Services (ODJFS), the Auditor of the State of Ohio, the Inspector General of Ohio, or any duly authorized law enforcement officials), and the United States Department of Health and Human Services within a reasonable period of time.
- В. The Provider agrees to keep all financial records in a manner consistent with Generally Accepted Accounting Principles.
- C. The Provider agrees to comply with all federal and state laws applicable to the Agency and the confidentiality of children and families. Provider understands access to the identities of any Agency's child and families shall only be as necessary for the purpose of performing its responsibilities under this Agreement. No identifying information on child(ren) served will be released for research or other publication without the express written consent of the Agency. Provider agrees that the use or disclosure of information concerning the child for any purpose not directly related to the administration of this Agreement is prohibited. Provider shall ensure all the

08/01/2022 - 05/31/2023 Contract ID: 19312574 Page 10 of 22 children's and families' documentation is protected and maintained in a secure and safe manner.

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

K. In the event the Agency discontinues operation, all child records for residential or any other placement settings shall be provided to the custodial agency. If the setting is licensed by ODJFS, licensing records shall be sent to:

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

## Article XI. PROVIDER ASSURANCES AND CERTIFICATIONS

- A. As applicable to the Provider's license and/or certification, the Provider certifies compliance with ORC 2151,86, ORC 5103,0328, ORC 5103,0319 and applicable OAC Sections as defined in Article XXII of this Agreement concerning criminal record checks, arrests, convictions and guilty pleas relative to foster caregivers, employees, volunteers and interns who are involved in the care for a child. Provider is responsible for any penalties, financial or otherwise, that may accrue because of noncompliance with this provision.
- B. To the extent that the Provider maintains a residential center or group home, the Provider agrees to comply with the provisions of their licensing Agency that relates to the operation, safety and maintenance of residential facilities. Specifically, Provider agrees that no firearm or other projectile weapon and no ammunition for such weapons will be kept on the premises.
- C. Provider certifies compliance with Drug Free Work Place Requirements as outlined in 45 C.F.R. Part 76, Subpart F.
- D. Provider certifies compliance with 45 C.F.R. Part 80, Non-Discrimination under programs receiving Federal assistance through the Department of Health and Human Services effectuation of Title VI of the Civil Rights Act of 1964.
- E. Provider certifies compliance with 45 C.F.R. Part 84, Non-Discrimination on the Basis of Handicap in Programs or Activities Receiving Federal Assistance.
- F. Provider certifies compliance 45 C.F.R. Part 90, Non-Discrimination on the Basis of Age in Programs or Activities Receiving Federal Assistance.
- G. Provider certifies compliance with the American with Disabilities Act, Public Law 101-336.
- H. Provider certifies that it will:
  - 1. Provide a copy of its license(s), certification, accreditation or a letter extending an expiring license, certification, or accreditation from the issuer to the Agency prior to the signing of the Agreement.
  - 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.
  - Provider shall immediately notify the Agency of any action, modification or issue relating to said licensure, accreditation or certification.
- I. Provider certifies that it will not deny or delay services to eligible persons because of the person's race, color, religion, national origin, gender, orientation, disability, or age.
- J. The Provider shall comply with Executive Order 11246, entitled Equal Employment Opportunity, as amended by Executive Order 11375, and as supplemented in Department of Labor regulation 41 CFR part 60.
- K. Provider further agrees to comply with <u>OAC 5101:9-2-01</u> and <u>OAC 5101:9-2-05(A)(4)</u>, as applicable, which require that assure that persons with limited English proficiency (LEP) can meaningfully access services. To the extent Provider provides assistance to an LEP Child through the use of an oral or written translator or interpretation services in compliance with this requirement, the LEP Child shall not be required to pay for such assistance.

- L. To the extent applicable, the Provider certifies compliance with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857 (h) Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency Regulations (40 C.F.R. Part 15).
- M. The Provider certifies compliance, where applicable, with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat, 871).
- N. The Provider certifies that all approvals, licenses, or other qualifications necessary to conduct business in Ohio have been obtained and are current.
- O. Provider shall comply with the Small Business Job Protection Act (Public Law ("P.L.") 104-188), the Multiethnic Placement Act of 1994 (P.L. 103-382), Titles IV-B (42 U.S.C. 620 et seq.) and IV-E (42 U.S.C. 670 et seq.) of the Social Security Act ("the Act"), the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (P.L. 104-193), Section 471(a) of Title IV-E of the Act (42 U.S.C. 671(a)), and 45 C.F.R. 1356, including all rules, regulations and guidelines issued by federal and state authorities, OAC 5101:9-4-07 and OAC 5101:2-47-23.1.

#### Article XII. INDEPENDENT CONTRACTOR

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

#### Article XIII. AUDITS AND OTHER FINANCIAL MATTERS

- A. Provider agrees to submit to Agency a copy of the independent audit it receives in accordance with <u>ORC 5103.0323.</u>
- 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 <u>OAC 5101;2-47-26,2</u> 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 <u>OAC 5101:2-47-26.2.</u>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 <u>ORC 5101.11</u>, <u>ORC 5101.14</u>, and <u>OAC 5101:2-47-01</u>.
- E. Upon request from the Agency, the Provider shall submit a copy of the JFS 02911 and Agreed Upon Procedures.
- F. For financial reporting purposes and for Title IV-E cost reporting purposes, Provider agrees to follow the cost principles set forth in the following OAC Sections and publications:
  - 1. OAC 5101:2-47-11: "Reimbursement for Title IV-E foster care maintenance (FCM) costs for children's residential centers (CRC), group homes, maternity homes, residential parenting facilities, private foster

- homes, and substance use disorder (SUD) residential facilities".
- OAC 5101:2-47-26.1: "Public child services agencies (PCSA), private child placing agencies (PCPA), private noncustodial agencies (PNA), residential care facilities, substance use disorder (SUD) residential facilities: Title IV-E cost report filing requirements, record retention requirements, and related party disclosure requirements";
- 3. OAC 5101:2-47-26.2: "Cost Report Agreed Upon Procedures Engagement".
- 4. JFS 02911 Single Cost Report Instructions.
- 5. For Private Agencies: 2 CFR part 230, Cost Principles for Non-Profit Organizations,
- 6. For Public Agencies: 2 CFR part 225, Cost Principles for State, Local and Indian Tribal Government,
- 7. 2 CFR part 200,501, Audit Requirements.

#### Article XIV. GRIEVANCE/DISPUTE RESOLUTION PROCESS

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

- 1. The party complaining of a dispute shall provide written notice of the nature of the dispute to the other party to this Agreement. A copy of the notice shall be sent to the Director or designee of the Agency and to the Executive Director or designee of the Provider. Within ten (10) business days of receiving the notice of a dispute, the parties involved in the dispute between the Agency and the Provider shall attempt to resolve the dispute.
- 2. If the parties are unable to resolve the dispute in (1 business day), the highest official or designee of the Agency shall make the final determination within twenty (20) business days, which will be non-binding.
- 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. ATTACHMENTS/ADDENDA

This Agreement, Attachments, and all Exhibits hereto constitutes the entire Agreement and may be amended only with a written Addendum signed by both parties; however, it is agreed by the parties that any Addenda to laws or regulations cited herein will result in the correlative modification of this Agreement, without the necessity for executing written Addenda. 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 Addendum signed by both parties and effective as of the date of enactment of the law, statute, or regulation. Any other written Addendum 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

Focus on Youth, Inc. 8904 Brookside Ave West Chester, OH 45069

### Article XVII. CONSTRUCTION

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

#### Article XVIII. NO ASSURANCES

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

### Article XIX. CONFLICT OF INTEREST

- A. Provider agrees that the Provider, its officers, members and employees currently have no, nor will they acquire any interest, whether personal, professional, direct or indirect, which is incompatible, in conflict with or which would compromise the discharge and fulfillment of Provider's functions, duties and responsibilities hereunder. If the Provider, or any of its officers, members or employees acquire any incompatible, conflicting, or compromising personal or professional interest, the Provider shall immediately disclose, in writing, such interest to the Agency. If any such conflict of interest develops, the Provider agrees that the person with the incompatible, conflicting, or compromising personal or professional interest will not participate in any activities related to this Agreement.
- B. Provider agrees: (1) to refrain from promising or giving to Agency employees anything of value to manifest improper influence upon the employee; (2) to refrain from conflicts of interest; and, (3) to certify that Provider compiles with ORC 102.03, ORC 102.04, ORC 2921.42, ORC 2921.43.
- C. The Provider further agrees that there is no financial interest involved on the part of the Agency or the respective county authority(ies) governing the agency. The Provider has no knowledge of any situation which would be a conflict of interest. It is understood that a conflict of interest occurs when an Agency employee or county official will gain financially or receive personal favors as a result of signing or implementation of this agreement. The Provider will report the discovery of any potential conflict of interest to the Agency. Should a conflict of interest be discovered during the term of this agreement, the Agency may exercise any right under the agreement, including termination of the agreement.

## Article XX. INSURANCE

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

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

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

- 4. Broad form property damage;
- 5. Severability of interests;
- 6. Personal injury; and
- 7. Joint venture as named insured (if applicable).

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

- B. Business auto liability insurance of at least One Million Dollars (\$1,000,000.00) combined single limit, on all owned, non-owned, leased and hired automobiles. If the Agreement contemplates the transportation of the users of County services (such as but not limited to Agency consumers), "Consumers" and Provider provides this service through the use of its employees' privately owned vehicles "POV", then the Provider's Business Auto Liability insurance shall sit excess to the employees "POV" insurance and provide coverage above its employee's "POV" coverage. Provider agrees the business auto liability policy will be endorsed to provide this coverage.
- C. Professional liability (errors and omission) insurance of at least One Million Dollars (\$1,000,000.00) per claim and in the aggregate.
- D. Umbrella and excess liability insurance policy with limits of at least One Million Dollars (\$1,000,000.00) per occurrence and in the aggregate, above the commercial general and business auto primary policies and containing the following coverage:
  - 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 ORC.
- F. The Provider further agrees with the following provisions:
  - 1. All policies, except workers' compensation and professional liability, will endorse as additional insured the Board of County Commissioners, and Agency and their respective officials, employees, agents, and volunteers, including their Board of Trustees if applicable. The additional insured endorsement shall be on an ACORD or ISO form.
  - 2. The insurance endorsement forms and the certificate of insurance forms will be sent to the Agency Director or Designee. The forms must state the following: "Board of County Commissioners, and Agency and their respective officials, employees, agents, and volunteers are endorsed as additional insured as required by agreement on the commercial general, business auto and umbrella/excess liability policies."
  - 3. Each policy required by this clause shall be endorsed to state that coverage shall not be canceled or materially changed except after thirty (30) calendar days prior written notice given to the Agency Director or Designee.
  - 4. Provider shall furnish the Agency with original certificates and amendatory endorsements effecting coverage required by this clause. All certificates and endorsements are to be received by the Agency before the Agreement commences. The Agency reserves the right at any time to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.

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

#### Article XXI. INDEMNIFICATION & HOLD HARMLESS

- A. To the fullest extent permitted by, and in compliance with, applicable law, Provider agrees to protect, defend, indemnify and hold harmless the Agency and the Board of County Commissioners, their respective members, officials, employees, agents, and volunteers (the "Indemnified Parties") from and against all damages, liability, losses, claims, suits, actions, administrative proceedings, regulatory proceedings/hearings, judgments and expenses, subrogation (of any party involved in the subject of this Agreement), attorneys' fees, court costs, defense costs or other injury or damage (collectively "Damages"), whether actual, alleged or threatened, resulting from injury or damages of any kind whatsoever to any business, entity or person (including death), or damage to property (including destruction, loss of, loss of use of resulting without injury damage or destruction) of whatsoever nature, arising out of or incident to in any way, the performance of the terms of this Agreement including, without limitation, by Provider, its subcontractor(s), Provider's or its subcontractor(s') employees, agents, assigns, and those designated by Provider to perform the work or services encompassed by the Agreement. Provider agrees to pay all damages, costs and expenses of the Indemnified Parties in defending any action arising out of the aforementioned acts or omissions.
- B. Each Party agrees to be responsible for any personal injury or property damage caused solely by its negligent acts or omissions as determined by a court of competent jurisdiction, or as the parties may otherwise mutually agree in writing.
- C. This Article is not applicable to Agreements between governmental entities.

# Article XXII. SCREENING AND SELECTION

A. Criminal Record Check

- 1. Provider warrants and represents it will comply with Article X as it relates to criminal record checks, Provider shall insure that every individual subject to a Bureau of Criminal Investigation (BCI) criminal records 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 BCI report and a criminal record transcript has been obtained.
- Except as provided in Section C below, Provider shall not utilize an employee, foster caregiver or all of the 3. above who has been convicted or plead guilty to any violations contained in ORC 5153.111(B)(1), ORC 2919.24, and ORC 2151.86, and OAC Chapters 5101:2-5, 5101:2-7, 5101:2-9, 5101:2-48.
- Provider agrees to be financially responsible for any of the following requirements in OAC Chapters 4. 5101:2-5, 5101:2-7, 5101:2-9 and 5101:2-48 resulting in financial penalty due to lack of compliance with the criminal records checks.

#### Transportation of Child В.

- The caregiver shall ensure the transportation of children in care will be reliable, legal and safe transportation with safety restraints, as appropriate for the child, and must be in compliance with applicable local, state and Federal transportation laws:
  - Maintenance of a current valid driver's license and vehicle insurance. a.
  - b. All children being transported by Provider must follow Ohio's Child Passenger Safety Law as defined in ORC 4511.81.
  - No child that is a passenger and is required to have a seat restraint can be transported by said c. provider until these requirements are met.
- 2, In addition to the requirements set forth above, Provider shall not permit any individual to transport a Child
  - 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
  - The individual has been convicted of, or pleaded guilty to, a violation of section 4511.19 (Operating c. 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

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

#### D. Verification of Job or Volunteer Application:

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

#### Article XXIII. PROHIBITION OF CORPORAL & DEGRADING PUNISHMENT

Contract ID: 19312574 08/01/2022 - 05/31/2023 Page 18 of 22 Agency prohibits the use of corporal or degrading punishment against children served by Agency and must comply with requirements in OAC 5101:2-7-09, OAC 5101:2-9-21, and OAC 5101:2-9-22

#### Article XXIV. FINDINGS FOR RECOVERY

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

### Article XXV. PUBLIC RECORDS

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

#### Article XXVI. CHILD SUPPORT ENFORCEMENT

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

#### Article XXVII. DECLARATION OF PROPERTY TAX DELINQUENCY

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

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

#### Article XXVIII. SUBCONTRACTING AND DELEGATION

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

#### Article XXIX. PROPERTY OF AGENCY

The Deliverable(s) and any item(s) provided or produced pursuant to this Agreement (collectively called "Deliverables") will be considered "works made for hire" within the meaning of copyright laws of the United States of America and the State of Ohio. The Agency is the sole author of the Deliverables and the sole owner of all rights therein. If any portion of the Deliverables are deemed not to be a "work made for hire", or if there are any rights in the Deliverables not so conveyed to the Agency, then Provider agrees to, and by executing this Agreement hereby does, assign to the Agency all worldwide rights, title, and interest in and to the Deliverables. The Agency acknowledges that its sole ownership of

the Deliverables under this Agreement does not affect Provider's right to use general concepts, algorithms, programming techniques, methodologies, or technology that have been developed by Provider prior to this Agreement or that are generally known and available. Any Deliverable provided or produced by Provider under this Agreement or with funds hereunder, including any documents, data, photographs and negatives, electronic reports/records, or other media, are the property of the Agency, which has an unrestricted right to reproduce, distribute, modify, maintain, and use the Deliverables. Provider shall not obtain copyright, patent, or other proprietary protection for the Deliverables. Provider shall not include in any Deliverable any copyrighted material, unless the copyright owner gives prior written approval for the Agency and Provider to use such copyrighted material. Provider agrees that all Deliverables will be made freely available to the general public unless the Agency determines that, pursuant to state or federal law, such materials are confidential or otherwise exempt from disclosure.

### Article XXX. SEVERABILITY

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

#### Article XXXI. NO ADDITIONAL WAIVER IMPLIED

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

#### Article XXXII. COUNTERPARTS

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

# Article XXXIII. APPLICABLE LAW AND VENUE

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

# **SIGNATURES OF PARTIES:**

Print Name & Title Signature Date

Alicia Alibyc Executive Date

Agency: Warren County Children Services

Print Name & Title Signature Date

Shawna Gones, Director Dawnagan 9/7/22

APPROVED AS TO FORM

Asst. Prosecuting Attorney

BY PROVIDER:	
alicia Ajipoze Signature	8-18-22 Date
Name: Alicia Aliboya	· ·
Title: <u>Executive</u> Director, cez	<u>)</u>
·	
BY AGENCY:	· · · · · · · · · · · · · · · · · · ·
President runn	9·27·22 Date
Warren County Board of County Commissioners	•
Reviewed and recommended by:	
Susan Walther Shawna gones	9 7 22 Date
Executive Director Warren County Children Services	
<del>.</del>	-
	•

#### Title IV-E Schedule A Rate Information

Title IV-E Schedule A Rate Information Agency: Warren County Children Services Provider / ID: Focus on Youth, Inc. / 24400

Run Date: 08/22/2022 Contract Period: 08/01/2022 - 05/31/2023

Service Description	Service Person iD	Person Maintenance ID Per Diem	Administration Per Diem	Management Per Diem	Transportation / Administration Per Diem	Transporation / Maintenance Per Diem	Direct Services Per	Healthcare !	Other Per Diem Cost	Total Per Diem Cost	Cost Begin Date	Cost End Date
Foster Care (30073)- FFH	373628 ·	\$34.00	\$42,00							\$76.00	08/01/2022	05/31/2023
Treatment Foster Care - Intensive TFC-1 (30362)- Spec Needs	985643	\$41.00 ·	\$42.00					:		\$83.00	08/01/2022	05/31/2023
Treatment Foster Care - Intensive TFC-3 (30414)- Spec Needs	5827663	\$49.00	\$42.00							\$91.00	08/01/2022	05/31/2023
Treatment Foster Care - Special Needs (30363)- Spec Needs	985644	\$66.00	\$42.00						\$	5108.00	08/01/2022	05/31/2023

Contract ID: 19312574 Warren County Children Services / Focus on Youth, Inc. / 24400 08/01/2022 - 05/31/2023 Page 22 of 22

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

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

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

## AMENDMENT #1:

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

### **AMENDMENT #2:**

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

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

#### **AMENDMENT #3:**

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

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

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

## **AMENDMENT #4:**

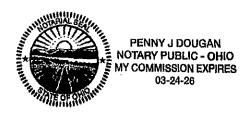
Article VI, subsection (H) of the Agreement shall be amended as follows:

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

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

IN WITNESS WHEREOF, the parties hereto have by the President of the Warren County Board of Con 22./423, dated 9.27.22 of	nmissioners, pursuant to Resolution Number
SIGNATURES OF PARTIES:	
President Warren County Board of Commissioners	Alicia aynoye Provider
Date 9.27.22	Date 8-2872
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 BUFFER
I, Alicia Anny, holding the title and position of Executive Director, Coat the firm focus on youth, 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.
affiant approperced
Subscribed and sworn to before me this <u>19th</u> day of <u>august</u> 20 <u>33</u>
(Notary Public),
Butler County.
My commission expires March 24 20 26





### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 1/16/2020

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(les) must be endorsed. If SUBROGATION IS WAIVED, subject to

the terms and conditions of the policy, certificate holder in lieu of such endors	certai	n poi						to the
PRODUCER	en en	ι(3).		CONTAC	Rachel 1	Lentz		
Smith & Leavitt Insurance Servi	ces			NAME; PHONE	/61 A)	451-2232	FAX (A/C, No): (855) 72	0-4940
Franchise Insurance Agency Inc			•	(A/C, No.		lentz@leav	/itt.com	
4942 Reed Rd			1	ADDRES			DING COVERAGE	NAIC#
	220			Dietroca			Insurance Company	10859
INSURED				7			nsurance Company	16691
Focus On Youth, Inc.				INSURER		III. I DAII I	instruction company	10031
8904 Brookside Ave.				INSURER		····		
				INSURER		····-		
West Chester OH 45	069			INSURER				
COVERAGES CEF	TIFIC	ATE	NUMBER: 19-20 Mast		<u> </u>		REVISION NUMBER:	·
THIS IS TO CERTIFY THAT THE POLICIES OF INDICATED. NOTWITHSTANDING ANY REQUESTRIFICATE MAY BE ISSUED OR MAY PER EXCLUSIONS AND CONDITIONS OF SUCH F	JIREM TAIN, ' 'OLICI	IENT, THE II ES. LI	TERM OR CONDITION OF AN NSURANCE AFFORDED BY T MITS SHOWN MAY HAVE BEI	NY CONTI THE POLI EN REDU	RACT OR OTH CIES DESCRI JCED BY PAID	HER DOCUME! BED HEREIN I CLAIMS,	NT WITH RESPECT TO WHICH THI	
INSR LTR TYPE OF INSURANCE	INSD	SUBR WYD	POLICY NUMBER		POLICY EFF (MM/QD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
X COMMERCIAL GENERAL LIABILITY  A CLAIMS-MADE X OCCUR							EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$	1,000,000
X Abuse/Molestation-\$1M/\$3M	}	<b>j</b>	NPP1000362-08		6/29/2019	6/29/2020	MED EXP (Any one person) \$	5,000
X Prof E60 - \$1M/\$3M				1			PERSONAL & ADV INJURY \$	1,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:	1	] .					GENERAL AGGREGATE \$	3,000,000
X POLICY PRO- LOC							PRODUCTS - COMP/OP AGG \$	
OTHER:	L.						\$	
AUTOMOBILE LIABILITY							COMBINED SINGLE LIMIT (Ea accident)	1,000,000
A ANY AUTO	Ì			l			BODILY INJURY (Per person) \$	
X ALL OWNED SCHEDULED AUTOS			NCA1000363-07	1	6/29/2019	6/29/2020	BODILY INJURY (Per accident) \$	
X HIRED AUTOS X NON-OWNED AUTOS				1			PROPERTY DAMAGE \$ (Per accident)	
	<u> </u>						\$	
X UMBRELLA LIAB X OCCUR			,	1			EACH OCCURRENCE \$	1,000,000
A EXCESS LIAB X CLAIMS-MADE	]			j			AGGREGATE \$	1,000,000
DED X RETENTION \$ 10,000	<u> </u>	<u> </u>	NMB1010419 04		6/29/2019	6/29/2020	\$	
WORKERS COMPENSATION  AND EMPLOYERS' LIABILITY  YIN				ļ			PER X OTH-	
ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	N/A		Ohio Stop Gap				E.L. EACH ACCIDENT \$	1,000,000
A (Mandalory in NH)	1	1	NPP1000362-08	l	6/29/2019	6/29/2020	E.L. DISEASE - EA EMPLOYEE \$	1,000,000
If yes, describe under DESCRIPTION OF OPERATIONS below	<del> </del>	<u> </u>					E.L. DISEASE - POLICY LIMIT \$	1,000,000
B Director/Officer Liability			EPP1817615	1	6/29/2019	6/29/2020	Occurrence/Aggregate	1,000,000
B Employment Practices Liab			D&O-\$0 Ded/EPLI-\$2,500 D	Ded			Occurrence/Aggregate	1,000,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLE	es (AC	DRB 16	11, Additional Remarks Schedule, m	nay be attac	ched If more spa	oe ts required)		
CERTIFICATE HOLDER				CANC	ELLATION			
Warren County Board of Disabilities	Deve	elop	mental	SHOU	ULD ANY OF T	DATE THEREO	SCRIBED POLICIES BE CANCELLE F, NOTICE WILL BE DELIVERED IN Y PROVISIONS.	D BEFORE
410 South East Street Lebanon, OH 45036				AUTHOR	IZED REPRESE	NTATIVE		
nepation, on 45056				Rick	Hammons/R	ALENT	_0	•
L				1				

# State of Ohio Department of Job and Family Services

# Mike DeWine Governor

This is to Certify that

Focus on Youth, Inc. 8904 Brookside Avenue West Chester, Ohio 45069-3139 Recertification - S-0000004773

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

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

#### Functions:

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

To participate in the placement of children in Foster Homes

To participate in the placement of children for Adoption

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

This certificate is effective from June 23, 2022 to June 22, 2024



# BOARD OF COUNTY COMMISSIONERS WARREN COUNTY, OHIO

## Resolution

Number <u>22-1424</u>

Adopted Date September 27, 2022

APPROVE AGREEMENT AND ADDENDUM WITH ENA, INC. RELATIVE TO HOME PLACEMENT AND RELATED SERVICES 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 ENA, Inc. relative to home placement and related services for calendar year 2022-2023, on behalf of Children Services as attached hereto and made a part hereof.

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

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones - yea

Resolution adopted this 27th day of September 2022.

**BOARD OF COUNTY COMMISSIONERS** 

Tina Osborne, Clerk

cc:

c/a - ENA, Inc.

Children Services (file)

## Ohio Department of Job and Family Services

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

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

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

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

and ENA, Inc., hereinafter "Provider," whose address is:

ENA, Inc. 115 Private Road 977 Pedro, OH 45659

Collectively the "Parties".

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Section 1.02	FOR AGREEMENTS NOT COMPETITIVELY PROCURED
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ARTICLE III.	ORDER OF PRECEDENCE
ARTICLE IV.	DEFINITIONS GOVERNING THIS AGREEMENT
ARTICLE V.	PROVIDER RESPONSIBILITIES
ARTICLE VI.	AGENCY RESPONSIBILITIES
ARTICLE VII.	INVOICING FOR PLACEMENT SERVICES
ARTICLE VIII.	REIMBURSEMENT FOR PLACEMENT SERVICES
ARTICLE IX.	TERMINATION; BREACH AND DEFAULT
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Contract ID: 19297468 Warren County Children Services / ENA, Inc.

ADDENDA TO THIS AGREEMENT

#### **RECITALS**

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

WHEREAS, the Agency is authorized under ORC Title 51, Chapter <u>5153.16</u> 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 in the State of Ohio or in the state where the Provider of services is located and has all requisite legal power and authority to execute this Agreement and to carry out its terms, conditions and provisions; and is licensed, certified or approved to provide services to children and families in accordance with Ohio law or the state where the Provider of services is located.

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

#### Article I. SCOPE OF PLACEMENT SERVICES

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

#### Section 1.01 FOR AGREEMENTS COMPETITIVELY PROCURED

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

### Section 1.02 FOR AGREEMENTS NOT COMPETITIVELY PROCURED

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

#### Section 1.03 EXHIBITS

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

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

#### Article II. TERM OF AGREEMENT

This Agreement is in effect from 06/01/2022 through 05/31/2023, 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 \_\_\_\_\_\_ additional, \_\_\_\_ / \_\_\_\_ year terms not to exceed \_\_\_\_\_ 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.)

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#### Article III. ORDER OF PRECEDENCE

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

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

- A. Exhibit 1: Scope of Work; then
- B. Exhibit II: Request for Proposals (if applicable); then
- C. Exhibit III: Provider's Proposals (if applicable); then
- D. Exhibit IV: Title IV-E Schedule A Rate Information.

#### Article IV. DEFINITIONS GOVERNING THIS AGREEMENT

The following definitions govern this Agreement:

- A. Agreement means this Agreement, addenda and exhibits thereto.
- B. Material Breach shall mean an act or omission that violates or contravenes an obligation required under the Agreement and which, by itself or together with one or more other breaches, has a negative effect on, or thwarts the purpose of the Agreement as stated herein. A Material Breach shall not include an act or omission, which has a trivial or negligible effect on the quality, quantity, or delivery of the goods and services to be provided under the Agreement.
- C. Child(ren) means any person under eighteen years of age or a mentally or physically handicapped person under twenty-one years of age in the Agency's custody and under the care of the Provider for the provision of placement services.
- D. All other definitions to be resolved through Federal Regulations, Ohio Administrative Code (OAC) 5101:2-1-01 and any related cross-references.
- E. Aftercare Support, as defined, in rule 5101:2-1-01 the Administrative Code, is case management activities performed with or on behalf of a child/family, by the Qualified Residential Treatment Program (QRTP) as part of the required discharge plan developed by the permanency team for a minimum of six months from discharge.

Such activities are to include but are not limited to the following:

- 1. Minimum of monthly contact with child and family (Face-to-Face /Telephonic/Skype/etc.)
- 2. Linkage to community services.
- 3. Follow up with community service.
- Documentation of the monthly contacts in the Residential Treatment Information System (RTIS).

When serving multiple children in the save family, the cost for non-Medicaid Aftercare Supports may be billed for only one child at the same time.

#### Article V. PROVIDER RESPONSIBILITIES

- A. Provider agrees to participate with Agency in the development and implementation of the Case Plan and ICCA including participation in case reviews and / or semi-annual administrative reviews, and the completion of reunification assessments for the children in placement with the Provider. Parties shall make best efforts to share information timely regarding participants and contact information involved with planning efforts related to children and families.
- B. Provider agrees to provide services agreed to in the Case Plan and ICCA (i.e.,transportation of children for routine services, including, but not limited to, court hearings, medical appointments, school therapy, recreational activities, visitations/family visits) unless otherwise negotiated in writing as an attachment to this Agreement. Any disputes involving services or placement will be resolved through mutual-agreement and modification to the ICCA. Provider agrees the Agency is the final authority in the process. The cost of providing these services is to be included in the Agency approved per diem.

- C. Provider agrees to deliver aftercare support as described in Article IV.
- D. Provider agrees to ensure that any and all persons who may act as alternative caregivers or who have contact with the children are suitable for interaction pursuant to all applicable federal, state and local laws and regulations.
- E. Provider agrees that all caregivers must be approved by the Agency.
- F. Provider agrees to submit a progress report as negotiated by the parties for each child. The progress report will be based on the agreed upon services to be delivered to the child and/or family and will include documentation of services provided to the child and/or discharge summary. If Monthly Progress Reports are not received within 90 calendar days following the month of service provision, payment may be withheld at the Agency's discretion.
  - Monthly Progress Reports shall be submitted by the 20th of the month following the month of service.
  - 2. The Monthly Progress Report will include the following medical related information:
    - a. Service type (i.e. medical, dental, vision, etc.);
    - b. Date(s) of service;
    - c. Reason for visit (i.e. routine, injury, etc.);
    - d. Practitioner name, address and contact number;
    - e. Name of hospital, practice, urgent care, etc.;
    - f. Prescribed medications and dosages;
    - g. Date(s) medication(s) were prescribed or changed; and
    - h. Changes to medications.
- G. Placement changes, emergency or non-emergency, shall occur only with the approval of the Agency. The following information shall be provided to the Agency for all placement changes: Name, address and phone number of the new foster home or other out-of-home care setting, the license/home study of the new care provider within 24 hours, excluding weekends and holidays.
- H. Provider agrees to notify all Agencies who have children placed in the same caregiver's home/group home/CRC when any child residing in the placement is critically injured or dies in that location. Notification will be made to the Agencies' Child Abuse/Neglect Hotline number or assigned Caseworker immediately.
- l. Notification to the Agency of Emergency Critical Incidents shall occur ASAP but no later than one hour of the Incident becoming known. Notification will be made to the Agency via the Agency's Child Abuse/Neglect Hotline or assigned Caseworker or by other established system. Critical incidents are those incidents defined in the Ohio Administrative Code that are applicable to the licensed or certified programs (ODJFS 5101:2-7-14, 5101:2-9-23 ODMHAS 5122-30-16, 5122-26-13, OAC 5123-17-02).

Emergency situations include but are not limited to the following:

- Absent Without Leave (AWOL):
- 2. Child Alleging Physical or Sexual Abuse / Neglect;
- Death of Child:
- Illicit drug/alcohol use; Abuse of medication or toxic substance;
- 5. Sudden injury or illness requiring an unplanned medical treatment or visit to the hospital;
- 6, Perpetrator of Delinquent/Criminal Act (Assault, Dangerous Behaviors, Homicidal Behaviors);
- 7. School Expulsion / Suspension (formal action by school);
- 8. Self-Injury (Suicidal Behaviors, Self-Harm Requiring external Medical Treatment, Hospital or ER);
- 9. Victim of assault, neglect, physical or sexual abuse; and
- 10. The filing of any law enforcement report involving the child.
- J. The Provider also agrees to notify the Agency within Twenty-four (24) hours, of any non-emergency situations.

  Non-emergency situations include but are not limited to the following:
  - 1. When physical restraint is used/applied; and
  - 2. Medication lapses or errors.

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

- K. Documentation of the emergency and non-emergency incidents as identified in "I and J" above shall be provided to the Agency via email, fax or other established notification system within 24 hours excluding weekends and holidays.
- L. 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.
- M. 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.
- N. The Provider shall participate in a Placement Preservation meeting if requested by the Agency prior to issuing a notice of removal of a child. A placement Preservation meeting shall be held within seven (7) business days of said request. Unless otherwise mutually agreed upon a minimum of thirty (30) calendar days' notice shall be given if placement preservation is unable to be achieved. A Discharge Plan Summary shall be provided no later than fifteen (15) calendar days after the date of discharge in accordance with the applicable licensed or certified program. (OAC 5101:2-5-17, OAC 5122-30-22, OAC 5122-30-04, OAC 5123:2-3-05).
- O. 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 <u>OAC 5101:2-42-67</u> 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.
- P. The Provider agrees to provide Independent Living Services as set forth in accordance with <u>OAC 5101:2-42-19</u> for all children age 14 and above.
- Q. When applicable, due to the Provider being part of a managed care agreement as defined in <u>OAC 5101:2-1-01</u>, 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 <u>OAC 5101:2-42-65</u> of the Ohio Administrative Code.
- R. The Provider agrees to maintain its licenses and certifications from any source in good standing. The Provider agrees to report to Agency in writing any change in licensure or certification that negatively impacts such standing immediately if the negative action results in a temporary license, suspension of license or termination of license.
- S. Provider agrees that the reasonable and prudent parent standard training required by SEC. 471. [42 U.S.C. 671] of the Social Security Act and in accordance to OAC 5101:2-5-33, OAC 5101:2-9-02 or OAC 5101:2-9-03 has been completed.
- The Provider shall notify Agency of any changes in its status, such as intent to merge with another business or to close no later than forty-five (45) business days prior to the occurrence.
- U. The Provider agrees that the Agency shall have access to foster parent home studies and re-certifications for foster parents caring for children in placement, subject to confidentiality considerations. The Provider shall submit to Agency a copy of the current foster home license at the time of placement and recertification. Provider also agrees to notify Agency within twenty-four (24) hours of any change in the status of the foster home license.
- V. 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.
- W. The Provider agrees to notify the Agency of scheduling no less than fourteen (14) calendar days prior to all formal meetings (i.e. FTMs, Treatment Team Meetings, IEPs, etc.).
- X. The Provider agrees to adhere to the following Medical/Medication guidelines:
  - 1. To provide over-the-counter medications and/or supplies as part of the per diem of care;
  - 2. To comply with the medical consent process as identified by Agency;
  - 3. Only the Agency can give permission for the administering or change (addition or elimination) of

- psychotropic medication and its ongoing management; and
- 4. Provide an initial placement medical screening within 72 hours of child's placement into a placement resource under the Provider's operation and/or oversight.
- Y. To arrange for required health care/medical examinations within time frames required by <u>OAC 5101:2-42-66.1</u> and provide reports from the health care providers to the agency within 30 days of occurrence if the appropriate releases of information have been obtained by the Provider.
- Z. The Network Provider agrees to notify the Agency if placement resource is currently under investigation for license violations or misconduct toward children or other third-party investigation.
- AA. The Provider will immediately notify the Agency:
  - If the Provider is out of compliance with any licensing authority rules or the placement resource is under investigation for license violations or misconduct toward children. Immediately is defined as within one hour of knowledge of the non-compliance issue.
  - 2. Child Abuse/Neglect Hotline or assigned Caseworker of any allegations of abuse or neglect made against the Caregiver within one hour of gaining knowledge of the allegation.
  - 3. Of any corrective action and the result of the correction action plan. The Provider will submit a comprehensive written report to the agency within sixty (60) days of the rules violation.
  - 4. Within twenty-four (24) hours any time there is an event which would impact the placement resource license.

#### Article VI. AGENCY RESPONSIBILITIES

- A. Agency certifies that it will comply with the Multiethnic Placement Act, 108 STAT. 3518, as amended by Section 1808 of the Small Business Jobs Protection Act of 1996, 110 STAT. 1755, which prohibits any Agency from denying any person the opportunity to become an adoptive or foster parent on the basis of race, color, national origin, or delaying or denying the placement of a child for adoption or into foster care on the basis of race, color, or national origin of the adoptive or foster parent or of the child involved.
- B. The Agency shall provide to the Provider within thirty (30) calendar days of placement or within a reasonable time thereafter as agreed to by the parties, a copy of each child's social history, medical history, and Medicaid card once obtained by the Agency for new cases, or at time of placement for existing cases. Agency shall make best efforts to share information timely regarding participants and contact information involved with planning efforts related to children and families.
- C. Agency agrees to participate in the development of the treatment plan of each child placed with the Provider. The Agency acknowledges that clinical treatment decisions must be recommended by licensed clinical professionals. Agency and Provider acknowledge that disagreement with a treatment decision may be taken through the dispute resolution process contained in Article XIV of this Agreement.
- D. Agency agrees to visit with the child in accordance with rule OAC 5101;2-42-65 of the Ohio Administrative Code.
- E. Agency agrees to participate in periodic meetings with each child's treatment team for case treatment plan development, review, and revision. The Agency agrees to participate in the development of the treatment plan of each child placed with the Provider by the Agency.
- F. Agency certifies that it will comply with Every Student Succeeds Act (34 CFR part 200) and will work with local school districts in developing individualized plans to address the transportation needed for a child to remain in the school of origin. Agency agrees to arrange for the transfer of each child's school records to the child's new school upon placement but not later than ten (10) business days. The Agency agrees to work with the Provider for the timely enrollment of the child in the receiving school district. The Agency has the final responsibility to obtain the child's school records and to enroll the child in the receiving school district.
- G. The Agency shall provide an opportunity for the Provider to give input in the development, substantive Addendum or modification of case plans. The Agency agrees to notify the Provider of scheduling no less than seven (7) calendar days prior to of all formal meetings (e.g. SARs, court hearings, family team conferences, etc.).

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- H. The Agency shall participate in a Placement Preservation meeting if requested by the Provider prior to issuing a notice of removal of a child. The Agency shall provide a minimum of thirty (30) calendar days' notice for planned removals, to the Provider for each child who is being terminated from placement with the Provider, unless so ordered by a court of competent jurisdiction.
- Agency agrees to provide the Provider with an emergency contact on a twenty-four (24) hour, seven (7) day per week basis.
- J. The Agency represents:
  - 1. It has adequate funds to meet its obligations under this Agreement; subject to the availability of funds as referenced in Article VIII (I);
  - 2. It intends to maintain this Agreement for the full period set forth herein and has no reason to believe that it will not have sufficient funds to enable it to make all payments due hereunder during such period; and
  - 3. It will make its best effort to obtain the appropriation of any necessary funds during the term of this Agreement.
- K. The Agency will provide information about the child being referred for placement in accordance with <u>OAC 5101:2-42-90.</u>Prior to a child's placement in alternative care or respite, <u>OAC 5101:2-42-90 (D)</u> requires the Agency to share with care givers information that could impact the health, safety, or well-being of the child or others in the home.

#### Article VII. INVOICING FOR PLACEMENT SERVICES

- A. The Provider agrees to submit a monthly invoice following the end of the month in which services were provided. The invoice shall be for services delivered in accordance with Article I of this Agreement and shall include:
  - 1. Provider's name, address, telephone number, fax number, federal tax identification number, Title IV-E Provider number, if applicable and Medicaid Provider number, if applicable.
  - Billing date and the billing period.
  - Name of child, date of birth of child, and the child's Statewide Automated Child Welfare Information System (SACWIS) person I.D. number.
  - 4. Admission date and discharge date, if available.
  - 5. Agreed upon per diem for maintenance and the agreed per diem administration; and
  - 6. Invoicing procedures may also include the per diems associated with the following if applicable and agreeable to the Agency and Provider:
    - a. Case Management; allowable administration cost;
    - b. Transportation, allowable maintenance cost;
    - c. Transportation; allowable administration cost;
    - d. Other Direct Services; allowable maintenance cost;
    - e. Behavioral health care; non-reimbursable cost; and
    - f. Other costs (any other cost the Title IV-E Agency has agreed to participate in); non-allowable/non-reimbursable cost.
- B. If Provider is an enrolled provider of Medicaid, Provider shall seek reimbursement for aftercare support provided to children through Medicaid. If a child is an open client with the QRTP the following services or activities may be billed to Medicaid as medically necessary. Aftercare support provided that is not available for Medicaid reimbursement shall be billed to the Agency. If Provider is not enrolled on Medicaid, reimbursement for aftercare support provided shall be billed to the Agency. Aftercare support provided to children who are not enrolled on Medicaid shall be invoiced to the Agency less any private insurance / third-party payor reimbursement obtained by Provider. Rates for aftercare support billed to the Agency shall be consistent with the prevailing Medicaid rate for Community Psychiatric Supportive Treatment (CPST) at the most recent version of which may be found at: Manuals and Rates (ohio.gov). If the parties agree to not use the Medicaid rates, an "Agreement for Title IV-E Agencies for the Provision of Non-Placement Services" will need to be created, and the negotiated rates will be displayed on the Schedule B.
- C. Provider warrants and represents claims made for payment for services provided are for actual services rendered

and do not duplicate claims made by Provider to other sources of public funds for the same service.

#### Article VIII. REIMBURSEMENT FOR PLACEMENT SERVICES

- A. The maximum amount payable pursuant to this contract is \$100,000.00.
- B. In accordance with Schedule A of this Agreement, the per diem for maintenance and the per diem for administration will be paid for each day the child was in placement. The first day of placement will be paid regardless of the time the child was placed. The last day of placement will not be paid regardless of the time the child left the placement.
- C. In accordance with Schedule A of this Agreement and in addition to Maintenance and Administration, the Agency may agree to pay a per diem for Case Management, Other Direct Services, Transportation Administration, Transportation Maintenance, Behavioral Health Care and Other. All other services and/or fees to be paid for shall be contained in the Addendum of this Agreement.
- D. To the extent that the Provider maintains a foster care network, the agreed upon per diem for maintenance shall be the amount paid directly to the foster parent. Maintenance includes the provision of food, clothing, shelter, daily supervision, graduation expenses, a child's personal incidentals, and liability insurance with respect to the child, reasonable cost of travel to the child's home for visitation and reasonable cost of travel for the child to remain in the school the child was enrolled in at the time of placement. Payment for private Agency staff transporting a child to a home visit or keeping the child in their home school will be paid in accordance with Schedule A (Transportation Maintenance) of this Agreement.
- E. If the plan as determined by the Agency is to return the child to placement with the Provider, the Agency may agree to pay for the days that a child is temporarily absent from the direct care of the Provider, as agreed to by the parties in writing.
- F. The service provider is required to utilize Medicaid-approved healthcare providers in the appropriate managed care network for the provision of mental health, dental and/or medical services (hereafter referred to collectively as "medical services") to children in the custody of Agency. The Service Provider will report applicable Medicaid/insurance information to the healthcare providers and instruct healthcare providers to seek payment from Medicaid or any other available third-party payer for medical services rendered to children in agency custody. Agency will not pay for the provision of any medical services to children in agency custody unless the agency Executive Director or authorized designee has provided specific prior written authorization for such medical services and associated costs.
- G. The Agency agrees to pay the Provider for all services agreed to on Schedule A and in the Addendum to this Agreement, where applicable, that have been provided and documented in the child's case file. Agency shall make best efforts to make payment of undisputed charges within thirty (30) business days of receipt.
- H. In the event of a disagreement regarding payment, Agency shall withhold payment only for that portion of the placement with which it disagrees. Agency will use best efforts to notify the Provider of any invoice discrepancies. Agency and Provider will make every effort to resolve payment discrepancies within 60 calendar days. Payment discrepancies brought to the Agency after 60 days will be reviewed on a case by case basis.
- I. This Agreement is conditioned upon the availability of federal, state, or local funds appropriated or allocated for payment for services provided under the terms and conditions of this Agreement. By sole determination of the Agency, if funds are not sufficiently allocated or available for the provision of the services performed by the Provider hereunder, the Agency reserves the right to exercise one of the following alternatives:
  - 1. Reduce the utilization of the services provided under this Agreement, without change to the terms and conditions of the Agreement; or
  - 2. Issue a notice of intent to terminate the Agreement.

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

Contract ID: 19297468 Warren County Children Services / ENA, Inc. Any denial of payment for service(s) rendered may be appealed in writing and will be part of the dispute resolution process contained in Article XIV.

#### Article IX. TERMINATION; BREACH AND DEFAULT

- A. This Agreement may be terminated for convenience prior to the expiration of the term then in effect by either the Agency or the Provider upon written notification given no less than sixty (60) calendar days in advance by certified mail, return receipt requested, to the last known address of the terminated party shown hereinabove or at such other address as may hereinafter be specified in writing.
- B. If Provider fails to provide the Services as provided in this Agreement for any reason other than Force Majeure, or if Provider otherwise Materially Breaches this Agreement, Agency may consider Provider in default. Agency agrees to give Provider thirty (30) days written notice specifying the nature of the default and its intention to terminate. Provider shall have seven (7) calendar days from receipt of such notice to provide a written plan of action to Agency to cure such default. Agency is required to approve or disapprove such plan within five (5) calendar days of receipt. In the event Provider fails to submit such plan or Agency disapproves such plan, Agency has the option to immediately terminate this Agreement upon written notice to Provider. If Provider fails to cure the default in accordance with an approved plan, then Agency may terminate this Agreement at the end of the thirty (30) day notice period.
- C. Upon of the effective date of the termination, the Provider agrees that it shall cease work on the terminated activities under this Agreement, take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report as of the date of discharge of the last child describing the status of all work under this Agreement, including without limitation, results accomplished, conclusions resulting therefrom, and such other matters as the Agency may require. The Agency agrees to remove all children in placement immediately with the Provider, consistent with the effective termination date. In all instances of termination, the Provider and Agency agree that they shall work in the best interests of children placed with the Provider to secure alternative placements for all children affected by the termination.
- D. In the event of termination, the Provider shall be entitled to reimbursement, upon submission of an invoice, for the agreed upon per diem incurred prior to the effective termination date. The reimbursement will be calculated by the Agency based on the per diem set forth in Article VIII. The Agency shall receive credit for reimbursement already made when determining the amount owed to the Provider. The Agency is not liable for costs incurred by the Provider after the effective termination date of the discharge of the last child.
- E. Notwithstanding the above, Agency may immediately terminate this Agreement upon delivery of a written notice of termination to the Provider under the following circumstances:
  - 1. Improper or inappropriate activities;
  - 2. Loss of required licenses;
  - 3. Actions, inactions or behaviors that may result in harm, injury or neglect of a child;
  - 4. Unethical business practices or procedures; and
  - 5. Any other event that Agency deems harmful to the well-being of a child; or
  - 6. Loss of funding as set forth in Article VIII.
- F. If the Agreement is terminated by Agency due to breach or default of any of the provisions, obligations, or duties embodied contained therein by the Provider, Agency may exercise any administrative, agreement, equitable, or legal remedies available, without limitation. Any extension of the time periods set forth above shall not be construed as a waiver of any rights or remedies the Agency may have under this Agreement.
- G. In the event of termination under this ARTICLE, both the Provider and the placing Agency shall make good faith efforts to minimize adverse effect on children resulting from the termination of the Agreement.

#### Article X. RECORDS RETENTION, CONFIDENTIALITY AND DATA SECURITY REQUIREMENTS

A. The Provider agrees that all records, documents, writings or other information, including, but not limited to,

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

- All records relating to costs, work performed and supporting documentation for invoices submitted to the Agency by the Provider along with copies of all Deliverables, as defined in Article XXIX, submitted to the Agency pursuant to this Agreement will be retained for a minimum of three (3) years after reimbursement for services rendered under this Agreement.
- 2. If an audit, litigation, or other action is initiated during the time period of the Agreement, the Provider shall retain such records until the action is concluded and all issues resolved or three (3) years have expired, whichever is later.
- 3. All records referred to in Section A 1) of this Article shall be available for inspection and audit by the Agency or other relevant agents of the State of Ohio (including, but not limited to, the County Prosecutor, the Ohio Department of Job and Family Services (ODJFS), the Auditor of the State of Ohio, the Inspector General of Ohio, or any duly authorized law enforcement officials), and the United States Department of Health and Human Services within a reasonable period of time.
- B. The Provider agrees to keep all financial records in a manner consistent with Generally Accepted Accounting Principles.
- C. The Provider agrees to comply with all federal and state laws applicable to the Agency and the confidentiality of children and families. Provider understands access to the identities of any Agency's child and families shall only be as necessary for the purpose of performing its responsibilities under this Agreement. No identifying information on child(ren) served will be released for research or other publication without the express written consent of the Agency. Provider agrees that the use or disclosure of information concerning the child for any purpose not directly related to the administration of this Agreement is prohibited. Provider shall ensure all the children's and families' documentation is protected and maintained in a secure and safe manner.
- D. The Provider agrees to comply with all applicable state and federal laws related to the confidentiality and transmission of medical records, including, but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- E. Although information about, and generated under, this Agreement may fall within the public domain, the Provider shall not release information about, or related to, this Agreement to the general public or media verbally, in writing, or by any electronic means without prior approval from the Agency, unless the Provider is required to release requested information by law. Agency reserves the right to announce to the general public and media: award of the Agreement, Agreement terms and conditions, scope of work under the Agreement, Deliverables, as defined in Article XXIX, and results obtained under the Agreement. Except where Agency approval has been granted in advance, the Provider shall not seek to publicize and will not respond to unsolicited media queries requesting: announcement of Agreement award, Agreement terms and conditions, Agreement scope of work, government-furnished documents the Agency may provide to the Provider to fulfill the Agreement scope of work, Deliverables required under the Agreement, results obtained under the Agreement, and impact of Agreement activities.
- F. If contacted by the media about this Agreement, the Provider agrees to notify the Agency in lieu of responding immediately to media queries. Nothing in this section is meant to restrict the Provider from using Agreement information and results to market to specific business prospects.
- G. Client data must be protected and maintained in a secure and safe manner whether located in Provider's facilities, stored in the Cloud, or used on mobile devices outside Provider's facility. Security of Provider's network, data storage, and mobile devices must conform to generally recognized industry standards and best practices. Maintenance of a secure processing environment includes, but is not limited to, network firewall provisioning, intrusion detection, antivirus protection, regular third-party vulnerability assessments, and the timely application of patches, fixes and updates to operating systems and applications.
- H. Provider agrees that it has implemented and shall maintain during the term of this Agreement the highest standard of administrative, technical, and physical safeguards and controls to:

- 1. Ensure the security and confidentiality of data:
- 2. Protect against any anticipated security threats or hazards to the security or integrity of data; and
- 3. Protect against unauthorized access to or use of data. Such measures shall include at a minimum:
  - Access controls on information systems, including controls to authenticate and permit access to data only to authorized individuals and controls to prevent Provider employees from providing data to unauthorized individuals who may seek to obtain this information (whether through fraudulent means or otherwise);
  - b. Firewall protection;
  - c. Encryption of electronic data while in transit from Provider networks to external networks;
  - d. Measures to store in a secure fashion all data which shall include multiple levels of authentication;
  - e. Measures to ensure that data shall not be altered or corrupted without the prior written consent of the Agency;
  - f. Measures to protect against destruction, loss or damage of data due to potential environmental hazards, such as fire and water damage.
- Immediately upon discovery of a confirmed or suspected breach involving data, Provider will notify Agency no later than twenty-four (24) hours after Provider knows or reasonably suspects a breach has or may have occurred. Provider shall promptly take all appropriate or legally required corrective actions and shall cooperate fully with the Agency in all reasonable and lawful efforts to prevent, mitigate or rectify such data breach. In the event of a suspected breach, Provider shall keep the Agency informed of the progress of its investigation until the uncertainty is resolved.
- J. In the event the Provider does not carry the appropriate cyber security insurance to cover a security breach, the Provider shall reimburse the Agency for actual costs incurred, including, but not limited to, providing clients affected by a security breach with notice of the breach, and/or complimentary access for credit monitoring services, which the Agency deems necessary to protect such affected client.
- K. In the event the Agency discontinues operation, all child records for residential or any other placement settings shall be provided to the custodial agency. If the setting is licensed by ODJFS, licensing records shall be sent to:

**ODJFS** 

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

#### Article XI. PROVIDER ASSURANCES AND CERTIFICATIONS

- A. As applicable to the Provider's license and/or certification, the Provider certifies compliance with <u>ORC 2151.86</u>, <u>ORC 5103.0328</u>, <u>ORC 5103.0319</u> and applicable OAC Sections as defined in Article XXII of this Agreement concerning criminal record checks, arrests, convictions and guilty pleas relative to foster caregivers, employees, volunteers and interns who are involved in the care for a child. Provider is responsible for any penalties, financial or otherwise, that may accrue because of noncompliance with this provision.
- B. To the extent that the Provider maintains a residential center or group home, the Provider agrees to comply with the provisions of their licensing Agency that relates to the operation, safety and maintenance of residential facilities. Specifically, Provider agrees that no firearm or other projectile weapon and no ammunition for such weapons will be kept on the premises.
- C. Provider certifies compliance with Drug Free Work Place Requirements as outlined in 45 C.F.R. Part 76, Subpart F.
- D. Provider certifies compliance with 45 C.F.R. Part 80, Non-Discrimination under programs receiving Federal assistance through the Department of Health and Human Services effectuation of Title VI of the Civil Rights Act of 1964.
- E. Provider certifies compliance with 45 C.F.R. Part 84, Non-Discrimination on the Basis of Handicap in Programs or

Activities Receiving Federal Assistance.

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

#### Article XII. INDEPENDENT CONTRACTOR

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

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in accordance with this Agreement.

#### Article XIII. AUDITS AND OTHER FINANCIAL MATTERS

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

#### Article XIV. GRIEVANCE/DISPUTE RESOLUTION PROCESS

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

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

#### Article XV. ADDENDA

Warren County Children Services / ENA, Inc.

This Agreement, Addenda, and all Exhibits hereto constitutes the entire Agreement and may be amended only with a written Addendum signed by both parties; however, it is agreed by the parties that any Addenda to laws or regulations cited herein will result in the correlative modification of this Agreement, without the necessity for executing written

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Addenda. 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 Addendum signed by both parties and effective as of the date of enactment of the law, statute, or regulation. Any other written Addendum 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

ENA, Inc.

115 Private Road 977 Pedro, OH 45659

#### Article XVII. CONSTRUCTION

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

#### Article XVIII. NO ASSURANCES

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

#### Article XIX. CONFLICT OF INTEREST

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

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

#### Article XX. INSURANCE

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

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

- A. Commercial general liability insurance policy with coverage contained in the most current Insurance Services Office Occurrence Form CG 00 01 or equivalent with limits of at least One Million Dollars (\$1,000,000.00) per occurrence and One Million Dollars (\$1,000,000.00) in the aggregate and at least One Hundred Thousand Dollars (\$100,000.00) coverage in legal liability fire damage. Coverage will include:
  - 1. Additional insured endorsement:
  - 2. Product liability;
  - 3. Blanket contractual liability;
  - 4. Broad form property damage;
  - 5. Severability of interests:
  - 6. Personal injury; and
  - 7. Joint venture as named insured (if applicable).

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

- B. Business auto liability insurance of at least One Million Dollars (\$1,000,000.00) combined single limit, on all owned, non-owned, leased and hired automobiles. If the Agreement contemplates the transportation of the users of County services (such as but not limited to Agency consumers), "Consumers" and Provider provides this service through the use of its employees' privately owned vehicles "POV", then the Provider's Business Auto Liability insurance shall sit excess to the employees "POV" insurance and provide coverage above its employee's "POV" coverage. Provider agrees the business auto liability policy will be endorsed to provide this coverage.
- C. Professional liability (errors and omission) insurance of at least One Million Dollars (\$1,000,000.00) per claim and in the aggregate.
- D. Umbrella and excess liability insurance policy with limits of at least One Million Dollars (\$1,000,000.00) per occurrence and in the aggregate, above the commercial general and business auto primary policies and containing the following coverage:
  - 1. Additional insured endorsement:
  - 2. Pay on behalf of wording;
  - 3. Concurrency of effective dates with primary;
  - 4. Blanket contractual liability;
  - 5. Punitive damages coverage (where not prohibited by law);
  - 6. Aggregates: apply where applicable in primary;
  - 7. Care, custody and control follow form primary; and
  - 8. Drop down feature.

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

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

#### Article XXI. INDEMNIFICATION & HOLD HARMLESS

- A. To the fullest extent permitted by, and in compliance with, applicable law, Provider agrees to protect, defend, indemnify and hold harmless the Agency and the Board of County Commissioners, their respective members, officials, employees, agents, and volunteers (the "Indemnified Parties") from and against all damages, liability, losses, claims, suits, actions, administrative proceedings, regulatory proceedings/hearings, judgments and expenses, subrogation (of any party involved in the subject of this Agreement), attorneys' fees, court costs, defense costs or other injury or damage (collectively "Damages"), whether actual, alleged or threatened, resulting from injury or damages of any kind whatsoever to any business, entity or person (including death), or damage to property (including destruction, loss of, loss of use of resulting without injury damage or destruction) of whatsoever nature, arising out of or incident to in any way, the performance of the terms of this Agreement including, without limitation, by Provider, its subcontractor(s), Provider's or its subcontractor(s') employees, agents, assigns, and those designated by Provider to perform the work or services encompassed by the Agreement. Provider agrees to pay all damages, costs and expenses of the Indemnified Parties in defending any action arising out of the aforementioned acts or omissions.
- B. Each Party agrees to be responsible for any personal injury or property damage caused solely by its negligent acts or omissions as determined by a court of competent jurisdiction, or as the parties may otherwise mutually agree in writing.
- C. This Article is not applicable to Agreements between governmental entities.

#### Article XXII. SCREENING AND SELECTION

#### A. Criminal Record Check

- 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 Bureau of Criminal Investigation (BCI) criminal
  records 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 BCI report and a criminal record transcript has been obtained.
- 3. Except as provided in Section C below, Provider shall not utilize an employee, foster caregiver or all of the above who has been convicted or plead guilty to any violations contained in ORC 5153.111(B)(1), ORC 2919.24, and ORC 2151.86, and OAC Chapters 5101:2-5, 5101:2-7, 5101:2-9, 5101:2-48.
- 4. Provider agrees to be financially responsible for any of the following requirements in <u>OAC Chapters</u> 5101:2-5, 5101:2-7, 5101:2-9 and 5101:2-48 resulting in financial penalty due to lack of compliance with the criminal records checks.

#### B. Transportation of Child

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

vehicle under the influence of alcohol or drugs — OVI or OVUAC) of the Revised Code If the individual previously was convicted of or plead guilty to two or more violations within the three years immediately preceding the current violation.

#### C. Rehabilitation

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

#### D. Verification of Job or Volunteer Application:

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

#### Article XXIII. PROHIBITION OF CORPORAL & DEGRADING PUNISHMENT

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

#### Article XXIV. FINDINGS FOR RECOVERY

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

#### Article XXV. PUBLIC RECORDS

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

#### Article XXVI. CHILD SUPPORT ENFORCEMENT

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

#### Article XXVII. DECLARATION OF PROPERTY TAX DELINQUENCY

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

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

#### Article XXVIII. SUBCONTRACTING AND DELEGATION

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

#### Article XXIX. PROPERTY OF AGENCY

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

#### Article XXX. SEVERABILITY

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

#### Article XXXI. NO ADDITIONAL WAIVER IMPLIED

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

#### Article XXXII. COUNTERPARTS

This Agreement may be executed as an original document only, or simultaneously in two or more counterparts, each of

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

#### Article XXXIII. APPLICABLE LAW AND VENUE

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

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

#### **SIGNATURES OF PARTIES:**

Provider: ENA, Inc.

Print Name & Title	Signature	Date
Dana Shane Adkins - Director of Residential Service	D Shane Adkins	8/17/2022

Agency: Warren County Children Services

**Print Name & Title** Signature Date Shawna Jones, Director

APPROVED AS TO FORM

Kathryn M. Horvath Asst. Prosecuting Attorney

#### Ohio Department of Job and Family Services

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

#### ADDENDA TO AGREEMENT

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

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

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

And ENA, Inc. hereinafter "Provider," whose address is:

ENA, Inc. 115 Private Road 977 Pedro, OH 45659

Collectively the "Parties".

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Originally Dated: 06/01/2022 to 05/31/2023

Contract ID: 19297468 Warren County Children Services / ENA, Inc.

## Ohio Department of Job and Family Services

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

Other

06/01/2022

Addenda Number 1:

Addenda Reason:

Addenda Begin Date:

Addenda End Date: Increased Amount:

Article Name:

Addenda Reason Narrative:

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

Contract ID: 19297468 Warren County Children Services / ENA, Inc.

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

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

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

#### AMENDMENT #1:

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

#### **AMENDMENT #2:**

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

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

#### AMENDMENT #3:

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

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

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

#### AMENDMENT #4:

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

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

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

•	, .
	s hereto have executed this Addendum to the Agreement Board of Commissioners, pursuant to Resolution Number and by the duly authorized [Provider].
SIGNATURES OF PARTIES:	
Ja Mun President	Bound L. Logent Provider  Date 8/31/2009
Warren County Board of Commissioner  Date 9.27.22	Date 8/31/2000
Reviewed by:	
Director Warren County Children's Services	ET 1970 E14
Approved as to Form:	STAMP ERROR By Ebony D. Bah 8/31/22
Kathryn M. Hørvath Assistant Prosecuting Attorney	EBONY D. BAH  Notary Public, State of Ohio  My Commission Expires 03-18-2023  # 599744
· · ·	Fbony & Bah

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AFFIDAVIT OF NON COLLUSION
STATE OF OLIO COUNTY OF Hamilton
I, DINE COAT, holding the title and position of LILLIAM SOCIAL the firm BNA MC., 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.  AFFIANT
Subscribed and sworn to before me this31sf day of20_22
(Notary Phillic),
Hamilton County.
My commission expires 03/18 20 23.



Notary Public State of Ohio
My Commission Expires 03-18-2023



### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 9/6/2022

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

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

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	Hylant - Cincinnati					, Ext); 614-932		FAX (A/C, No):	614-93	2-1299
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	Suite 302 Cincinnati OH 45202				INSURE					
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	CERTIFICATE MAY BE ISSUED OR MAY EXCLUSIONS AND CONDITIONS OF SUCH								O ALL T	THE TERMS, [
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# State of Ohio Department of Job and Family Services

# Mike DeWine Governor

This is to Certify that

ENA, Inc. 115 Private Road 977 Pedro, Ohio 45659-8608 Amendment - S-0000003226

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

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

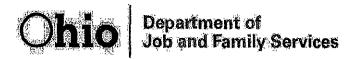
#### Functions:

To operate or provide Independent Living arrangements

To operate a Children's Residential Center(s)

This certificate is effective from January 5, 2022 to July 31, 2023





Mike DeWine, Governor Jon Husted, Lt. Governor

Matt Damschroder, Director

November 23, 2021

Beau Necco, Board President ENA, Inc. 115 Private Road 977 Pedro, Ohio 45659-8608

RE: Issuance of a Full Certificate to Perform Specific Functions to: ENA, Inc., 115
Private Road 977, Pedro, Ohjo 45659-8608 (Recertification Study ID# 0000003215)

Dear Mr. Necco:

The Ohio Department of Job and Family Services (ODJFS) is hereby issuing a full certificate to the above named agency to perform the functions identified below, in accordance with all applicable chapters of the Ohio Administrative Code (OAC). Enclosed is a copy of the certificate that is in effect from August 1, 2021 through July 31, 2023.

The following functions are hereby under full certification:

- To operate a Children's Residential Center(s).
- To operate or provide Independent Living arrangements.

Type: Child Residential Center

Necco Center-Lawrence 115 Private Road 977 Pedro, Ohio 45659-8608

Capacity:

15

Gender:

Male

Age Range: 9 years 0 months to 17 years 11 months of age and serves mentally or physically

handicapped persons under 21 years of age.

Type: Child Residential Center

Necco Center-Koster 115 Private Road 977 Pedro, Ohio 45659-8608

Capacity:

15

Gender:

Male

Age Range: 9 years 0 months to 17 years 11 months of age and serves mentally or physically handicapped persons under 21 years of age.

Type: Child Residential Center

Necco Center - Zedo 115 Private Road 977 Pedro, Ohio 45659-8608

Capacity: 6
Gender: Male

Age Range: 9 years 0 months to 17 years 11 months of age and serves mentally or physically

handicapped persons under 21 years of age.

Type: Child Residential Center

Necco Center-Vesuvius Cottage 115 Private Road 977 Pedro, Ohio 45659-8608

Capacity: 15 Gender: Male

Age Range: 9 years 0 months to 17 years 11 months of age and serves mentally or physically handicapped persons under 21 years of age.

Type: Child Residential Center

Necco Center-Darst Cottage 115 Private Road 977 Pedro, Ohio 45659-8608

Capacity: 15 Gender: Male

Age Range: 9 years 0 months to 17 years 11 months of age and serves mentally or physically handicapped persons under 21 years of age.

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

#### **Review Noncompliance**

Rule	Rule Title
5101:2-5-07(A)(2)	Denial or Revocation of an Agency's Certificate or Certification to Perform Specific Functions; Temporary Certificates
5101:2-5-09(P)	Personnel and Prohibited Convictions for Employment
5101:2-5-09(P)(1)	Personnel and Prohibited Convictions for Employment
5101:2-5-09(P)(3)	Personnel and Prohibited Convictions for Employment

5101:2-5-09(Q)	Personnel and Prohibited Convictions for Employment
5101:2-5-17(B)(3)	Discharge Summary
5101:2-5-34(A)	PCPA and PNA Case Plans and Administrative Case Reviews for Direct Placements
5101:2-5-34(C)	PCPA and PNA Case Plans and Administrative Case Reviews for Direct Placements
5101:2-9-08(A)(3)	Fire Safety
5101:2-9-11(I)	Admissions and Admissions Log
5101:2-9-12(A)(1)	Service Plans
5101:2-9-12(B)(3)	Service Plans
5101:2-9-12(B)(6)	Service Plans
5101:2-9-12(B)(7)	Service Plans
5101:2-9-12(C)(1)	Service Plans

If you have any questions, please contact Melinda Winegardner, Agency Licensing/Certification Specialist at the Columbus Field Office, at 614-752-5040 or email Melinda.S.Winegardner@jfs.ohio.gov.

Sincerely,

Jeffery Van Deusen, Deputy Director

Jeffery Van Deusen/SR

Office of Families and Children

Ohio Department of Job and Family Services

cc: Bianca Sexton, Agency Admin

Stevie Romano, OFC Monica Kress, OFC

Melinda Winegardner, OFC

File

## State of Ohio Department of Job and Family Services

## Mike DeWine Governor

This is to Certify that

ENA, Inc. 115 Private Road 977 Pedro, Ohio 45659-8608 Recertification - S-0000003215

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

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

#### Functions:

To operate or provide Independent Living arrangements

To operate a Children's Residential Center(s)

Qualified Residential Treatment Program Compliant - effective September 28, 2021

This certificate is effective from August 1, 2021 to July 31, 2023



## Resolution Number 22-1425

Adopted Date September 27, 2022

APPROVE AND ENTER INTO AN AGREEMENT WITH SIT MEANS SIT DOG TRAINING ON BEHALF OF WARREN COUNTY CHILDREN SERVICES

BE IT RESOLVED, to approve and authorize the Warren County Board of Commissioners to enter into an agreement with Sit Means Sit Dog Training on behalf of Warren County Children Services; copy of agreement is attached hereto and made a part hereof.

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

Mr. Grossmann – yea

Mr. Young - yea

Mrs. Jones - yea

Resolution adopted this 27<sup>th</sup> day of September 2022.

**BOARD OF COUNTY COMMISSIONERS** 

Tina Osborne, Clerk

ic/

cc:

c/a—Sit Means Sit Dog Training

Children Services (file)

**Client Information:** 

## CINCINNATI

Name: VENIN COX DENTEX		
Address: 311 Fost Arthrogon Br City: Trenton State: Of		
City: Trenton State: O	A Zip Code: 4500	
Phone: (H) 513-1295-1458 (W)	(C) 513 - 4144-7450	
Email: Valle 1 0 aux mandre a ca		
E-mail: Velly . Coxportex c. 48.	CANU. GOV	
Emergency Contact: Yelly Coxpense How did you hear about us:	Phone: 513-11/24-7450	
Drop-Off Date/Time: 8130172	Pick-Up Date/Time:	
Diop-off Date/Time. 01501 LL	rick-op Date/Time.	
<b>Dog Information:</b>		
Name: Winnie Age: 7mc	Breed: Allegic Doodle	
Color: Markings: Markings: Micro-Chipped: Yes No Sex: M/E I	Approx. Weight:	
Micro-Chipped: (Yes) No Sex: M/F) I	s your dog spayed/neutered: (Yes)/ No	
How long have you had your dog and where of	lid you get him/her: Ostox, 2 months	
with me. Counc from Pou	lograpion estilidisc	
Training Goals: <u>FUHUKE + VEKUPU</u>	clay for Children Services	
Behavioral Issues: "https://www.	mod-nipping	
Any aggression toward people or dogs: Yes /	No If Yes, please explain:	
Veterinarian Information:		
(Vaccination Records Must Be Attached: Bor	datella, Distemper, Canine Flu, and Rabies)	
Are you sending any medication for your dog	? Yes (No)	
Vet Name:	Phone: 513 - 132 - 1405	
Clinic Name: Turke Crock Arima		
Clinic Address: OF W. TUANCKEEN		
City: Letomon State: O		

FASTER. SMARTER. BETTER.

**Program Information:** 

## CINCINNATI

Package	: 10 don p	acricy train	$\sim$			
Additions: WIA						
Total D	ue: 9 2,900	Down Paymer	at: wained			
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2 <sup>nd</sup> Payment Amount:		. Date	:			
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Visa	Discover	Master Card	American Express			
Card Number:	<u> </u>		Exp.:			
Name (as it appears on	card):					
Billing Address:						
City:		Zip (	Code:			
	:					
	Security	Code:	_			

I understand that all programs require a NON-REFUNDABLE deposit. I agree to the payment plan as detailed above, and give permission for Sit Means Sit to process payment using the credit card information on file whether services were rendered or not. I understand that if my credit card is declined or a check bounces, I must provide an alternative form of payment immediately and there will be a \$25 fee for all returned checks. (Initials: \_\_\_\_\_)

When using a credit card to make multiple payments, the credit card processing fee will be split between you and Sit Means Sit Cincinnati.

Printed Name of Card Holder:

Date Signed:

FASTER SMARTER BETTER.

513-252-9019 | salessmscincy@gmail.com www.sitmeanssitcincinnati.com | facebook.com/sitmeanssitcincinnati | YouTube: Sit Means Sit Cincinnati

### Day/Train

Tuesday to Friday, Drop-Off; 8-9 a.m.; Pick-up: 6 p.m. Lessons: Tues.: 2 hours; Wed.: 1 hour; Thurs.: 1 hour; Friday: 1 hour

• 4-Day (1 yr+):

\$2000

o 2 Follow-up appointments, Lifetime Support, 1 year Group Classes, SMS Training Collar with Lifetime Warranty, Mountain Dog Slip Lead, Medium Place Cot

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• 8-Day (4 months+): \$2500

o 2 Follow-up appointments, Lifetime Support, 1 year Group Classes, SMS Training Collar with Lifetime Warranty, Mountain Dog Slip Lead, Medium Place Cot

### Byovarrol/Thering

• 5-Day (1 year+):

\$2300

o Transition of Leadership Lesson, 2 Follow-up appointments, Lifetime Support, 1 year Group Classes, SMS Training Collar with Lifetime Warranty, Mountain Dog Slip Lead, Medium Place Cot

• 10-Day (4 months+):

\$2800

ligeterne

- o Transition of Leadership Lessons, 2 Follow-up appointments, Lifetime Support, 1-year Group Classes, SMS Training Collar with Lifetime Warranty, Mountain Dog Slip Lead, Medium Place Cot
- 15-day (4 months+): \$3300
  - o Transition of Leadership Lessons, 2 Follow-up appointments, Lifetime Support, 1 year Group Classes, SMS Training Collar with Lifetime Warranty, Mountain Dog Slip Lead, Medium Place Cot
- 25-Day (4 months+): \$4100
  - o Transition of Leadership Lessons, 2 Follow-up appointments, Lifetime Support, 1 year Group Classes, SMS Training Collar with Lifetime Warranty, Mountain Dog Slip Lead, Medium Place Cot

### Puppy Leadership Program (\$3300 or \$3000)

- Stage 1: 8-16 (or 20) weeks old; 1 hour per week (socialization, intro to commands and leash)
- Stage 2: 10-day Board/Train or Day/Train (at/about 16-20 weeks old)
- Stage 3: 5-day Board/Train or Day/Train (at/about 7-10 months old)

Transition of Leadership Lessons (after Stage 2 and Stage 3), 2 Follow-up appointments, Lifetime Support, 1 year Group Classes, SMS Training Collar with Lifetime Warranty, Mountain Dog Slip Lead

## **CINCINNATI**

Feeding:			
Brand Drugger Down Bushows Drug	· · · · · · · · · · · · · · · · · · ·		
Brand: Rocket Rough Bright Puppy A.M. Instructions: \( \sup \) P.M. Instructions: \( \sup \)			
Additional Instructions:			
Store: Westwork  (If your dog runs out of food, we'll buy more at your expense)			
List any known conditions (hotspots, sore musc arthritis, drooling, poor temp regulation, breathi	<b>•</b> • • • • • • • • • • • • • • • • • •		
Allergies:			
Medication: Inst	tructions:		
Medication: Inst	ructions:		
Anything else we should know:			
Belongings:			
however, we cannot guarantee such	mage & destruction to your dog's belongings, and replacement will not be offered		
Item(s):			
7 71			
Owner's Signature: //w//www	Date: <u>9.27.2</u> 2		

FASTER SMARTER BEITER.

### CINCINNATI

#### Medical Release Form/Authorization to Seek Medical Attention:

The safety and well-being of your dog(s) is of the highest importance to us at Sit Means Sit. Insuring that your dog remains safe and well-cared for is our priority, and we take it very seriously. It is your responsibility to have your dog(s) screened for pre-existing health conditions, but some factors may be beyond yours or our control. If a medical emergency arises while your dog is at our facility or participating in a service that we provide, it is imperative that we can get your pet immediate medical treatment. If a staff member deems your dog needs immediate veterinary care, the following steps will be take:

- We will make every effort to contact you (and/or the Emergency Contact) through the phone numbers you have provided here;
- If we are unable to reach you, we will transport your dog for veterinary care to a vet of our choosing;
- If we are unable to reach you, and we have deemed that your dog needs immediate attention after hours, your dog will most likely be taken to:

Cincinnati Animal Referral and Emergency Care Center 6995 E. Kemper Road Cincinnati, OH 45249 Phone Main: 513-530-0911

Fax: 513-530-0911

I, hereby authorize Sit Means Sit to act as r	ny agent and to
seek medical attention for my dog(s)	in the event that
my dog(s) has a medical emergency and a staff member of Sit Means Sit, at his o	r her sole
discretion, deems it necessary to seek the attention of a licensed veterinarian. I at	uthorize Sit
Means Sit to seek medical care for my dog(s) at an Animal Hospital or Veterinari	an Clinic of
their choosing, or at Four Paws Animal Hospital. I further agree that I am financi	ally responsible
for all medical treatment my dog(s) receives while in the care of or participating is provided by Sit Means Sit.	n services

Owner's Signature:

Date: 9-27-22

PASTER SWARTER BEITER

#### TERMS and CONDITIONS

- 1. The Sit Means Sit office phone number is 513-252-9019. Call this number should any problems or questions arise. Please understand that due to the large number of clients our trainers see each day and their desire to provide the best training possible, our scheduled appointment times are an approximation;
- Subject to the conditions in this Contract, Sit Means Sit shall provide training and testing of Customer's dog(s) in "training around distractions";
- Customer acknowledges and agrees that the above-referenced services provided by Sit Means Sit are subject to the following conditions:
  - Sit Means Sit shall not be liable to anyone for the dog failing to abide by its training, and Customer shall indemnify, and hold Sit Means Sit harmless of all such claims, liability, copts, -without limitation, reasonable attorney's fees in such an event,
  - Sit Means Sit shall have the sole discretion as to how such training and testing is to be performed under this Contract:
  - Although Customer's dog(s) will be trained and tested pursuant to Sit Means Sit's customary procedures, Customer acknowledges and agrees that Sit Means Sit makes no warranties or representations that the dog will be able to perform or abide by its training successfully;
  - Sit Means Sit shall provide one instructor at all training sessions;
- This Contract contains the entire agreement between the parties respecting the matters set forth herein and supersedes all prior discussions and agreements between the parties about such matters;
- This Contract shall be binding on and inure to the benefit of the parties. No assignment or transfer of any interest in this Contract, whether voluntarily, by operation of law, or otherwise shall be allowed without the express written permission and consent of the other party;
- The captions are inserted into this Contract for convenience only and in no way define, limit, or describe the scope of this Contract or the intent of any provision thereof;
- Heither party undertakes any action or arbitration, including equitable relief, against the other arising out of, or relating to this Contract, they the prevailing party shall be entitled to recover from the losing Party reasonable attorney's fees
  - Time is of the essence of the Contract and each of its provisions;
- No waiver, amendment or modification of any provision contained in this Contract shall be effective unless fully set forth in writing and executed by both parties;
- All notices or other communications that are required or permitted shall be in writing and sufficient if delivered personally or by email (with read-receipt), prepaid courier, or by registered or certified mail, postage prepaid, return receipt requested, at the last known address of the parties;
- This contract may be executed in multiple counterparts, each of which shall be deemed to be an original, but all of which, together, shall constitute one and the same instrument;
- 12. The laws of the State of Ohio shall govern the validity, construction, performance, and enforcement of this Contract. All disputes arising from this Contract shall be resolved within the State of Ohio, County of Warrant, unless otherwise mutually agreed to by the parties;
- 13. Any failure of either party to enforce at any time, or for any period, any of the provisions under this Contract shall not be construed as a waiver of the right of that party to enforce such provisions unless said waiver is in writing, and signed by an authorized representative of both parties;
- 14. If any provision of this Contract shall be deemed to be unlawful or unenforceable by a court of competent jurisdiction, such termination shall have no effect on the validity and enforceability of the other terms and conditions of this Contract, and the challenged term shall be deemed deleted;

  15. Sit Means Sit is and shall always be an independent contractor, and shall not be deemed an employee or agent of
- Customer.

Owner's Signature:

Date: 9-27-22

APPROVED AS TO FORM

### CINCINNATI

#### TERMS and CONDITIONS (cont.) -- PLEASE INITIAL BELOW

	77	. Л	·
1.	- 14	<b>f</b> / l	I understand that I must provide a copy of my dog's current vaccination records (Bordatella, Distemper, Canine ad Rabies) on or before the first lesson or immersion program. (Bordatella must be current within 6 months);
••	1.9	4+	and a sing a man by a sing a sold a s
	14	u, ai	id Rabies) on or before the first lesson or immersion program. (Bordatella must be current within 6 months):
	<i>~</i> 11	74	

2. I understand that the group portion of the program may take place in a small group setting at 601A Norgal Drive, Lebanon, OH 45036, or other facility/park at Sit Means Sit's discretion, which will provide optimum results for both the dry and owner.

3. I understand that my account must be paid in full prior to, or at the first training session, and there will be no refunds. In the event of a payment plan, I understand the full amount is due on demand, regardless of whether I have completed all the lessons or decide to not continue training;

4. I am responsible for the outcome of my dog. I understand that following instructions as laid out by the Sit Means Sit trainer will give me the optimum results. I am responsible for reading any literature provided by Sit Means Sit for training, or any tools needed in training. I realize that I have hired Sit Means Sit as professionals to determine which tools are needed to help me train my dog to my expectations. Sit Means Sit promises no guarantees for success, began se the success is dependent on my ability to follow through;

I also understand that the remote collars are not to be left on unattended or overnight, and I will read the collar is a proved by the manufacturer;

6. I understand that all dogs are trained by Sit Means Sit without liability on its part for loss or damage by or from this ease, death, theft, fire, or injury to persons, other dogs, or property, or other unavoidable causes, reasonable care having been exercised by Sit Means Sit;

I understand that my dog is: \_\_\_\_\_ dog aggressive, and/or \_\_\_\_ people aggressive, in which case I agree to use a muzzle during the training sessions. Sit Means Sit has successfully trained many aggressive dogs, but there are no guarantees that aggression will disappear with training. It is the owner's responsibility to muzzle the dog and keep the dog out of potential problem situations at all times, not just during the training sessions;

I acknowledge, and assume the risk of participating in a physical activity at the training facility when I strainly participate in a group class setting, and/or when I engage in any training exercise with a trainer;

I understand that if my dog participates in a supervised play session with other dogs that Sit Means Sit is not little for any injuries that may occur to my dog, such as nips or scratches from other dogs in the same play session; and further, if I DO NOT want my dog to participate in a play session it is MY responsibility to let the Sit Means Sit staff when I drop my dog at the facility;

10. I understand that my dog will be crated at night or anytime when he cannot be supervised. Sit Means Sit is not results for any dog that causes injury to himself from anxiety or attempts to break out of the crate;

1. I understand that if my dog should become pregnant, and I have not disclosed that my dog is not spayed, Sit Mark Sit is not liable or responsible for any medical treatment, placing of puppies, or financial costs, incurred;

2. If I certify that my dog is in good health and has not been exposed to or exhibited symptoms of any contagious illness within the past 90 days. I understand that I may be required to pick up my dog from training should s/he exhibit any sions of illness.

13. If my dog(s) becomes ill, I understand that Sit Means Sit will attempt to notify me as soon as possible, but I give permission to Sit Means Sit to provide emergency medical treatment for my dog(s), should the need arise within the pole discretion or judgment of Sit Means Sit and such expenses shall be paid by me;

14. 17/1 acknowledge that any photograph or video of me or my dog is the property of Sit Means Sit and I will receive ho imancial compensation for its use including publicity, advertising, or web content.

Customer

Date: 0.2

Signature:

Printed Name: /m (7/7)Smann

Sit Means Sit

Date: 1/8/400

Signaturer

Printed Name (Myla Afarks)

VEPROVED AS TO FORM

Media M. Horvath

Asst. Prosecuting Attorney

FASTER SMARTER BEITER

#### AFFIDAVIT OF NON COLLUSION

STATE OF Ohio COUNTY OF WOMEN
I, Angela Sparks , holding the title and position of warming workulf at the firm Sit Means Sit , 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.
AFFIANT
Subscribed and sworn to before me this
Warren County.  Wolary Fubic, State of Onto My Commission Expires January 8, 2023
My commission expires 01 08

## Resolution Number 22-1426

Adopted Date September 27, 2022

ENTER INTO AN AGREEMENT WITH TRUMPIA, FOR TEXT MESSAGING REMINDERS FOR COURT HEARINGS, ON BEHALF OF WARREN COUNTY JUVENILE COURT

BE IT RESOLVED, to enter into an agreement with Trumpia, for text messaging reminders for court hearings, on behalf of Warren County Juvenile Court, effective October 1, 2022 through September 30, 2023. Copy of said agreement is attached hereto and made a part hereof.

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

Mr. Grossmann - yea

Mr. Young - yea

Mrs. Jones - yea

Resolution adopted this 27th day of September 2022.

BOARD OF COUNTY COMMISSIONERS

Tina Osborne, Clerk

cc:

c/a—Trumpia Juvenile (file)

## Trumpia

To: Warren County Juvenile Court

Username: WCJUVCT

Date: 08/11/2022

Customer	Contact	DoCiro	le Contact	Terms
Name: Kevin Kincer	Title:	Name:	Jed Yi	PO#:
Phone: 937-626-0811	Email: kevin.kincer@co.warren.oh.us	Title:	Outreach Manager	Total Contract Value:
Address: 900 Memorial DR, Lebanon, OH 45036 USA			jedyi@mytrum.com	\$824.00

Item " E	Service Description	Amount
Add-on	PP1212   TR-US-AD-AP-ADF   1 API Toll-Free Number   12 Months (Prepaid)	\$24.00
Message Credits	PC1212   TR-US-TF-AP-CRE   100,000 US Toll-Free API Credits   12 Months (One Time Payment)	\$800.00
-		
-		
-		
-		
Notes	*A 3% surcharge will be applied to all credit card transactions over \$5,000 per line item. (No Surcharge if paid via ACH/wire/check)	
Payment Terms	*Due Upon Receipt	
Service Commitment	12 Months	
Invoice Number	TRU081122	

NOTE: Pricing information is confidential. All fees, credit charges and plan prices are subject to change without prior notice due to unforeseen circumstances including but not limited to changes in government taxation, carrier charges, aggregation costs, network charges, and other situations outside of Trumpia's control. Prices are also subject to change at the time of an account renewal, whether the renewal is automated or requested. If any new pass through or surcharge fees are applied by the carriers, Trumpia will charge Customer via post-billing.

#### Trumpia "No Refund" Policy

All payments including: setup fees, short code fees, monthly plans, prepaid credits, service fees, and reseller fees are non-refundable regardless of service usage or account activity. It is the sole responsibility of the user to utilize the service. Any unused credits are also non-refundable. However, unused credits may be transferred to another Trumpia account that Customer controls. Customer is not allowed to transfer credits or control of the account to a third party.

Customer has read and agrees to Trumpia's following policies:

- \* Terms of Use (https://www.trumpia.com/terms-of-use)
- \* Privacy Policy (https://www.trumpia.com/privacy-policy)
- \* Anti-Spam Policy (https://www.trumpia.com/anti-spam-policy)
- \* Import & API Agreement (https://www.trumpia.com/main/import.agreement)
  \* Credit card transactions over \$5,000 are subject to a 3% surcharge

Subtotal	\$824.00
Tax Rate	0
Тах	\$0.00
- 3% Credit Card Fee (if applicable)	\$0.00
Total Due	\$824.00

\*Total Due if paid via Check/ACH: \$824.00

Company Name:	arke (an	tu Swerite levet	Name: Ton (MUSSman	Title: Pressunt
Phone:	Bar	dot county lo	Name: Ton GUSSMAN Missiones Email:	
Signature:	[m/	roun	Date: 9 · 27 · 22	

DoCrele ine (chaffromor

2544 W. Wendland Drive, Anahem, CA 9280 i Phone (889) 707—3030 Ext. 2007 apagain song 2002 s sainn bhilinn ganyaam com



#### Invoice Terms

Trumpia agrees to provide Customer with a terminable, non-exclusive, non-transferable to a third party, and limited subscription to use and access the cloud-based Trumpia messaging software and API ("Trumpia software") for the Term.

This Agreement ("Agreement") will be effective within the dates specified on the first page of this document ("Term") and will automatically renew unless Customer explicitly requests non-renewal at least sixty (60) days prior to the expiration of the Term. When renewed, the new term ("Renewal Term") may or may not follow the same terms and conditions set forth in this agreement. In the case of any change, a new invoice will be sent to the Customer. If no new change is made, the account will be renewed under the same conditions for a Renewal Term,

If Customer pays monthly, all credits expire on the same day of the following month. If Customer pays quarterly, all credits expire at the end of the quarter. If Customer pays annually, all credits expire after a year. As such all standard message credits expire based on the billing cycle. All prepaid message credit buckets expire after 1 year.

The service terms and policy documents published on Trumpla's site are integral to this Agreement. Customer acknowledges and agrees to comply with the terms and standards detailed in the links below. Trumpla reserves the right, at its sole discretion, to modify and post these terms and policy documents at any time without prior notice. URLs and their contents are subject to change, and Customer is responsible for finding, reading, and acting in accordance with indicated guidelines as well as the latest revisions thereof.

- Trumpia Terms of Use https://www.trumpia.com/terms-of-use
- Trumpia Privacy https://www.trumpia.com/privacy-policy
- Trumpia Anti-Spam Policy https://www.trumpia.com/anti-spam-policy
- Trumpia Import and API Agreement https://www.trumpia.com/main/import\_agreement

#### DISCLAIMER OF WARRANTIES

TRUMPIA DOES NOT WARRANT THAT ITS SERVICES OR WEBSITE WILL FUNCTION AS DESCRIBED OR WILL BE TIMELY, UNINTERRUPTED, ERROR-FREE, OR FREE OF HARMFUL COMPONENTS, OR THAT ANY STORED DATA WILL BE SECURE OR SAFE FROM LOSS, THEFT, OR DAMAGE, TRUMPIA DOES NOT WARRANT THAT ANY SHORT CODE AND/OR LONG CODE APPLICATION(S) WILL BE APPROVED BY THE WIRELESS CARRIERS FOR CUSTOMER'S SPECIFIC USE CASE(S).

Customer may request non-renewal of Agreement by submitting a support ticket through Trumpia's user interface at least sixty (60) days prior to the end of the Term. Service may not be cancelled by any other method such as phone, email, or letter. Customer acknowledges and agrees that all payments made including setup fees, subscription fees, plan fees, service fees, and prepaid message credits are non-refundable regardless of Customer's service usage, satisfaction, or account activity. It is the sole responsibility of Customer to utilize the Trumpia software. Lack of activity does not automatically cancel or terminate your account, and Customer remains responsible for all applicable service fees.

Customer acknowledges and agrees that any unused message credits are also non-refundable. All committed fees are to be paid. Customer agrees to pay any outstanding amount for the Trumpia software whether the Trumpia software was previously used, will be used, or was cancelled or terminated. Customer may cancel or terminate online access to Trumpia service at any time, but any commitments under this agreement, including but not limited to paying all fees herein, will remain until all obligations are met with valid payments. Cancellation, suspension, termination, or deletion of the account(s) by Customer or Trumpia may never be construed as a release or acknowledgment of meeting financial obligations under this agreement. This includes all unpaid dues or financial commitments that were agreed upon under this agreement, even if they are for a period after the cancellation or termination date.

Customer acknowledges and agrees that any failure to make payments due under this agreement will result in Trumpia pursuing all legal remedies, including seeking the assistance of the courts and/or a collection agency. Customer agrees to pay any costs associated with Trumpia's efforts to collect any payments due under this agreement.

Trumpia reserves the sole discretion and right to permanently delete archived data after 30 days of account cancellation or termination. 30 days after Customer's account is terminated, all numbers and codes associated with it will be deactivated.

#### PRICING

Pricing Information is confidential. All fees, credit charges and plan prices are subject to change without prior notice due to unioreseen circumstances including but not limited to changes in government taxation, carrier charges, aggregation costs, network charges, and other situations outside of Trumpia's control. Prices are also subject to change at the time of an account renewal, whether the renewal is automated or requested. If any new pass through or surcharge fees are applied by the carriers, Trumpia will apply such charges to Customer through post-billing.

In cases where sales tax law in your state impacts SaaS services, Trumpla reserves the right to add additional charges to your account to reflect those taxes including past unpaid taxes.

In case of account termination, Customer understands that Trumpia keeps control of any codes that may have been assigned to Customer. These codes cannot be transferred out to be used with another service provider, All code setup fees shall be collected upfront, and annual code and hosting fees will be collected within 60 days of setup. Trumpia will refund code and hosting fees only if provisioning is declined and after paying for all out-of-pocket quarterly code expenses. PROVED AS TO FORM

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

company. Warren Lanty Bound of Commissioners.	Adam M. Nice  DoCircle, Inc. dba Trumpia Asst. Prosecuting Attorney
Name: Ton Onswan	Name: Ted Kim
Title: President	Title: Accounting Manager
Signature: * The Mure	Signature: Ted KIM
Date: 9-27-22	Date: 08/26/2022

Last updated 12.14,2020 2 of 3



#### **Card Payment Authorization**

O VISA	o contractiva de la contractiva del la contractiva de la contractiva del la contractiva de la contractiva de la contractiva de la contractiva de la contractiva de la contractiva de la contractiva de la contractiva de la contractiva de la contractiva de la contractiva de la contractiva de la contractiva de la contractiva de la contractiva de la contractiva de la contract	) MasterGard	O) AGENTALIS	and the state of t	O DISCOVER
Cardholder's Name	-	Card Number		Billing Addr	ess
Expiration Date		CANÍCID			
Customer understands that upon their signature card listed above. Customer understands that all invoice. As an authorized user of this credit card Please note that all payments made are non-ref. Any unused credits are also non-refundable. Ho	l Trumpia plans i, the undersigne undable regardi	will be automatically renewed e d will not dispute or file a charg ess of Customer's service usage	very year unless prior notice is giv geback against these scheduled tra , satisfaction level or account activ	en at least 60 dansactions.	ays before the end of the term agreed in this responsibility of the user to utilize the service.
credits or control of Customer's account to a thi services, in which case such signed Master Servi	ird party. This in	oice is governed by the terms			
Customer	And and the second seco	Signature		Date	

Last updated 12.14.2020 3 of 3

### Resolution

Number <u>22-1427</u>

Adopted Date September 27, 2022

ENTER INTO A CONTRACT WITH CHILDREN'S HOME OF CINCINNATI, DBA BEST POINT EDUCATION AND BEHAVIORAL HEALTH FOR SUPERVISED PARENTING PROGRAM ON BEHALF OF THE WARREN COUNTY JUVENILE COURT

BE IT RESOLVED, to enter into a contract with Cincinnati Children's Home of Cincinnati, dba Best Point Education and Behavioral Health for a Supervised Parenting Program, effective July 1, 2022 through June 30, 2023, on behalf of the Warren County Juvenile Court; as attached hereto and made a part hereof.

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

Mr. Grossmann - yea

Mr. Young - yea

Mrs. Jones - yea

Resolution adopted this 27th day of September 2022.

**BOARD OF COUNTY COMMISSIONERS** 

Tina Osborne, Clerk

cc: c/a—Cincinnati Children's Home

Juvenile (file)

# Warren County Juvenile Court Services Contract The Children's Home of Cincinnati dba Best Point Education and Behavioral Health

(Supervised Parenting Program)

This Contract is entered into on the 1st day of August, 2022, by and between the Warren County Juvenile Court hereinafter referred to as "Court" and The Children's Home of Cincinnati dba Best Point Education and Behavioral Health at 5014 Madison Road, Cincinnati OH 45227 hereinafter referred to as the "Contractor" to provide supervised parenting time to families through the Family Visitation Center. This Contract is for the benefit of the families who have private custody and visitation matters pending before the Warren County Juvenile Court.

For the consideration herein, the Contractor agrees to furnish at the Contractors own proper expense all necessary facilities, material, services, and labor of every description, and to carry out in a complete, good, firm, and substantial manner, in accordance with the specifications contained herein, supervised parenting visitation in private custody cases referred to the Contractor by the Court.

#### I. TERM

This Contract will be effective from August 1<sup>st</sup>, 2022 through July 31<sup>th</sup>, 2023 regardless of execution date and during such additional periods as the Contractor and the Warren County Juvenile Court mutually agree.

The total amount of the Court's liability under this contract shall not exceed \$10,000.00, unless otherwise agreed to by the parties in writing.

#### II. SCOPE OF SERVICE

Subject to terms and conditions set forth in this Contract, the Contractor agrees to perform the services as outlined below and abide by the scope of service described therein.

Contractor is to facilitate supervised parenting services for families referred by the Court with pending private custody and visitation matters.

#### A. Court Responsibility:

The Court shall refer to Contractor families who have private custody and visitation matters pending before the Court as the Court deems appropriate.

#### B. Contractor Responsibility:

Contractor will provide direct supervision for visitation between children and the referred relative(s) for Clients referred by the Court. The supervised visitation shall be scheduled in two hour blocks on Wednesday and Saturdays. The Contractor will provide a 30 minute orientation at the beginning of the first visit to each family referred by the Court. Contractor understands that from time to time, Contractor's employees may be required to testify in Court related to the supervised visitation. Contractor will provide the Court with information regarding referred Client's attendance, participation, and progress through regular reporting to the Court in writing within 3 business days after each session. Any decision by Contractor to provide additional services to a Client shall be at Contractor's sole risk and expense. Contractor is solely liable for any and all damages, expenses or losses which occur at any visitation site or while engaged in any supervised visitation related activities as a result of Client's actions.

#### III. APPROVAL OF THE COURT

The Contractor shall provide all services at times and dates approved of by the Court. Any changes in times, dates, or location of service delivery shall require the approval of the Court.

The Contractor shall meet with the initial and continual approval of the Court. Notwithstanding any other provision of this Contract, if the Contractor fails to meet this continued approval, upon notification to the Contractor, the Court may immediately terminate this Contract.

#### IV. BILLING AND PAYMENT

A. The Contractor's rate is set at \$160.00 for each two hour session. The Court will collect payments on behalf of the Contractor prior to scheduling sessions for non-indigent private pay Clients referred to the Contractor by the Court. The Court will supplement any reduce fee payments for qualifying Clients up to the amount of \$160.00 per session. The Court will pay directly to the Contractor for each indigent Client the sum of \$160.00 per session. The total amount of the Court's liability shall not exceed \$10,000.00 over the life of this Contract, unless otherwise agreed to by the parties in writing.

B. Billing and Payment - The Court will require all Clients to deposit in full, their portion of the cost for the supervised visitation for each session ordered by the Court into an account through the Juvenile Court Clerk's office prior to the initiation of services with the Contractor. Invoices will be sent each month within thirty (30) days of the end of the service month by the Contractor. The Contractor shall make all reasonable efforts to include all services provided during the service month on the invoice. Under no circumstances will payment be made for any services invoiced after three months after the end of the service month. The Court will make payment within thirty (30) days after receipt of the invoice, for all invoices received in accordance with the terms of this Contract. The Court will only pay for those services authorized and referred.

C. The Contractor will indicate the purchase order and vendor number on all invoices submitted for payment. Contractor will submit invoices identifying the names of the Clients that were provided services during the period of time the invoice covers along with the actual number of sessions provided by each Client for that same period.

#### V. DUPLICATE BILLING

The Contractor warrants that claims made to the Court for payment for services provided shall be for actual services rendered to eligible individuals and will not duplicate claims made by the Contractor to other sources of public funds for the same service.

#### VI. REPORTING

- A. The Contractor shall notify the Juvenile Court immediately in person, and in writing within 24 hours, of any critical incident/emergency situation including but not limited to the following;
  - Any injury of a Client requiring medical treatment other than very basic first aid administered by program staff;
  - · When law enforcement, fire or ambulatory services respond to an incident;

- After a response has been made by the Contractor to a Client who expresses suicidal ideation, plan or attempt;
- Upon receipt of a complaint involving a critical incident from a private citizen or Client or Client's family;
- Any incident requiring a mandatory report to the Department of Job and Family Services or the Mental Health and Recovery Services Board (MUI: major unusual incident) or any accrediting agency;
- When the Contractor has knowledge that a Client has had a new contact with law enforcement.
- B. The Contractor shall submit to the Court written progress reports after each session. Failure to provide required reports may result in suspension of future referrals until all reports are current and upto-date. These reports shall consist of a brief narrative statement summarizing each Client's progress. Further, Contractor will maintain "status reports" on all Clients throughout the Client's supervised visitation services with Contractor and for the following calendar year after services have been completed. These reports will be made available to the Juvenile Court staff upon request.
- C. A written termination summary will be sent to the Court within 15 days of the completion of the program.

#### VII. AVAILABILITY AND RETENTION OF RECORDS

Financial records, including books of original entry, source documents, supporting accounting transactions, the general ledger, subsidiary ledgers, personnel and payroll records, canceled checks and documents relating to the service provided shall be retained for a period of at least three (3) years. All financial records shall be kept in a manner consistent with generally accepted accounting procedures. The County and its duly authorized representatives, the State of Ohio, including, but not limited to, Ohio Department of Job and Family Services, the Ohio Department of Youth Services, the Auditor of the State of Ohio, Inspector General or duly appointed law enforcement officials and agencies of the United States government shall be given access to and the right to examine all financial records relating to this Contract. If an audit is initiated during this time period, the Contractor shall retain such records until the audit is concluded and all issues resolved.

#### VIII. CONFLICT OF INTEREST

This Contract in no way precludes, prevents, or restricts the Contractor from obtaining and working under an additional contractual arrangement(s) with other parties aside from the Court, assuming that the contractual work in no way impedes the Contractor's ability to perform the services required under this Contract. The Contractor warrants that at the time of entering into this Contract, it has no interest in nor shall it acquire any interest, direct or indirect, in any contract, which will impede its ability to perform the services under this Contract.

The Contractor further agrees that there is no financial interest involved on the part of any officers, Board of County Commissioners or employees of the county involved in the development of the specifications or the negotiation of this Contract. The Contractor has no knowledge of any situation, which would be a conflict of interest. It is understood that a conflict of interest occurs when an employee will gain financially or receive personal favors as a result of the signing or implementation of this Contract.

The Contractor will report the discovery of any potential conflict of interest to the Court. Should a conflict of interest be discovered during the term of this Contract, the Court may exercise any right under the Contract including termination of the Contract.

#### IX. ASSIGNMENTS

The parties expressly agree that the Contractor without the prior written approval of the Court shall not assign this contract. The Contractor may not subcontract any of the services agreed to in this Contract without the express written consent of the Court. All subcontracts are subject to the same terms, conditions, and covenants contained within this Contract. The Contractor is responsible for making direct payment to all subcontractors for any and all services provided by such subcontractor.

#### X. GOVERNING LAW

This Contract and any modifications, amendments, or alterations, shall be governed, construed, and enforced under the laws of Ohio.

#### XI. INTEGRATION AND MODIFICATION

This instrument embodies the entire contract of the parties. There are no promises, terms, conditions or obligations other than those contained herein. This Contract shall supersede all previous communications, representations or contracts, either written or oral, between the parties to this Contract. Also, this Contract shall not be modified in any manner except by an instrument, in writing, executed by the parties to this Contract.

#### XII. SEVERABILITY

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

#### XIII. TERMINATION

This Contract may be terminated by either party upon notice, in writing, delivered upon the other party thirty (30) days prior to the effective date of termination. The parties further agree that should the Contractor become unable to provide the services agreed to in this Contract for any reason or otherwise materially breach this Contract, such service as the Contractor has provided upon the date of its inability to continue the terms of this Contract shall be eligible to be billed and paid according to the provisions of Section IV - BILLING AND PAYMENT.

The parties further agree that should the Contractor become unable to complete the work requested in this Contract for any reason, such work as the Contractor has completed upon the date of its inability to continue the terms of this Contract shall become the property of the Court, and further the Court shall not be liable to tender and/or pay to the Contractor any further compensation after the date of the Contractor's inability to complete the terms hereof, which date shall be the date of termination unless extended upon request by the Court. Notwithstanding the above, the Contractor shall not be relieved of liability to the Court for damages sustained by the Court by virtue of any breach of the contract by the Contractor and the Court may withhold any compensation to the Contractor for the purpose of off-set until such time as the amount of damages due

the Court from the Contractor is agreed upon or otherwise determined.

#### XIV. COMPLIANCE

Contractor certifies that Contractor and all subcontractors who provide direct or indirect services under this Contract will comply with all requirements of federal laws and regulations, applicable Office of Management and Budget (0MB) circulars, state statutes and the Ohio Administrative Code rules in the conduct of work hereunder. The Contractor accepts full responsibility for payment of any and all unemployment compensation premiums, all income tax deductions, pension deductions, and any and all other taxes or payroll deductions required for the performance of the work by the Contractor's employees.

#### XV. APPLICABLE STANDARDS

Contractor must comply with any applicable standards of the Ohio Department of Youth Services, the American Correctional Association, Ohio Department of Mental Health and Addiction Services, National Commission on Correctional Health Care and the standards of any other regulatory boards, as established by law, and as any prescribed regulations apply to the specific professional service being rendered throughout this agreement. No child worker, group facilitator, or mentor that has a known sex-related conviction or adjudication is permitted to work with any person(s) referred by the Warren County Juvenile Court.

#### XVI. NON-DISCRIMINATION

discrimination laws.

Contractor certifies it is an equal opportunity employer and shall remain in compliance with state and federal civil rights and nondiscrimination laws and regulations including but not limited to Title VI, and Title VII of the Civil Rights Act of 1964 as amended, the Rehabilitation Act of 1973, the Americans with Disabilities Act, the Age Discrimination Act of 1975, the Age Discrimination in Employment Act, as amended, and the Ohio Civil Rights Law.

During the performance of this Contract, the Contractor will not discriminate against any employee, contract worker, or applicant for employment because of race, color, religion, sex, sexual orientation, national origin, ancestry, disability, Vietnam-era veteran status, age, political belief or place of birth. The Contractor will take affirmative action to ensure that during employment, all employees are treated without regard to race, color, religion, sex, sexual orientation, national origin, ancestry, disability, Vietnam-era veteran status, age, political belief or place of birth. These provisions apply also to contract workers. Such action shall include, but is not limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising, layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices stating the Contractor complies with all applicable federal and state non-

Contractor, or any person claiming through the Contractor, agrees not to establish or knowingly permit any such practice or practices of discrimination or segregation in reference to anything relating to this contract, or in reference to any contractors or subcontractors of said Contractor.

#### XVII. INDEMNIFICATION

To the fullest extent permitted by and in compliance with applicable law, the Contractor shall defend, indemnify and hold harmless the Warren County Board of Commissioners and the Warren County Juvenile Court, and their employees, officials, agents and volunteers from any and all liability, losses, claims, suits, actions, administrative proceedings, regulatory proceedings/hearings, expenses, judgements, subrogation's (of any party involved in the subject of this Contract), attorney's fees, court costs, defense costs or other injury or damage, 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, performance of the terms of this Contract including, without limitation, by the Contractor, Subcontractor(s), the Contractor's or its Subcontractor's(s') employees and agents, assigns, and those designated by the Contractor to perform the work or services encompassed by this Contract.

#### XVIII. RELATIONSHIP

Nothing in this Contract is intended to, or shall be deemed to constitute a partnership, association or joint venture with the Contractor in the conduct of the provisions of this Contract. The Contractor is not considered to be an employee of Warren County, the Warren County Juvenile Court, or any division or department of the Warren County Juvenile Court and shall not be entitled to any paid vacation, sick leave, retirement, or other similar employee fringe benefits under this agreement. The Contractor shall at all times have the status of an independent contractor without the right or authority to impose tort, contractual or any other liability on the Warren County Juvenile Court and the Board of County Commissioners, Warren County Ohio.

#### XIX. DISCLOSURE

The Contractor hereby covenants that it has disclosed any information that it possesses about any business relationship or financial interest that said Contractor has with a Warren County employee, employee's business, or any business relationship or financial interest that a Warren County employee has with the Contractor or in the Contractor's business.

#### XX. STAFFING AND LICENSING REQUIREMENTS

Contractor shall maintain written detailed policies regarding staff and volunteer recruitment procedures, screening procedures, references, background checks that include law enforcement and criminal records (BCII and FBI checks), and training methods. The Contractor shall process law enforcement and criminal record checks and not employ, or utilize a staff person or volunteer with a prior criminal conviction record unless they receive prior approval from the Warren County Juvenile Court Administrator. No child worker, group facilitator, or mentor that has a known sex-related conviction or adjudication is permitted to work with or be in contact with any Warren County Juvenile Court referred family.

Programs and all professional staff must maintain a current certification and operate within the Standards and Conditions of Practice that are required by the Ohio Department of Job and Family Services or the Ohio Department of Mental Health and Addiction Services, and any other licensing or role making body with jurisdiction over the services provided, including the Ohio Administrative Code.

#### XXI. INSURANCE

Contractor shall maintain professional liability insurance for bodily injury, personal injury, and property damage in an amount not less than \$1,000,000 per person, \$2,000,000 per occurrence and \$2,000,000 aggregate while performing

any services for the Court in accordance with the terms of this contract and shall provide to the Court a Certificate of Insurance, listing the Court as additional insured, as proof of compliance with this condition. Contractor shall also maintain liability insurance to cover all of its employees and agents for any liability arising out of their conduct while in the employ of the Contractor in connection with the services rendered pursuant to this contract. Contractor shall also provide and maintain such insurance as will protect the Court from claims under Workers' Compensation, occupational sickness or disease, disability benefit and other similar mandatory employee benefit acts.

#### XXII. CONFIDENTIALITY

The Contractor agrees to comply with all federal and state laws applicable to and concerning the confidentiality of Court records. All information concerning any youth referred under this Contract shall be confidential. The Contractor understands that any access to the identities of any Court families shall only be as necessary for the purpose of performing its responsibilities under this Contract. The Contractor may discuss the family with other professionals, such as school officials, medical doctors, psychiatrists, psychologists, social workers, counselors, and any other persons who may have had contact with the family, and may lend insight regarding the family, or who may contribute to the family's treatment. The family's situation may be discussed with the legal guardian of the child(ren) and any person employed by the Court. To the extent permitted by law all records maintained by the Court on a referred family shall be available to the Contractor.

Aggregate statistics that have no individual identifiers may be publicly or privately disseminated after approval by the Warren County Juvenile Court Administrator.

The Contractor agrees that the use or disclosure of information concerning the family for any purpose not related to supervised visitation is prohibited.

#### XXIII. AUDIT RESPONSIBILITY

The Contractor agrees to accept responsibility for receiving, replying to and/or complying with any audit exception by appropriate federal, state or local audit directly related to the provision of this Contract.

The Contractor agrees to repay the Court the full amount of payment received for duplicate billings, erroneous billings, or false or deceptive claims. The Contractor recognizes and agrees the Court may withhold any money due and recover through any appropriate method any money erroneously paid under this Contract if evidence exists of less than full compliance with this Contract.

#### XXIV. WARRANTY

The Contractor warrants that its services and/or goods shall be performed and/or provided in a professional and work like manner in accordance with applicable professional standards.

#### XXV. AVAILABILITY OF FUNDS

This Contract is conditioned upon the availability of federal, state, or local funds that are appropriated or allocated for payment of this Contract. If funds are not allocated and available for the continuance of the function performed by the Contractor hereunder, the products or services directly involved in the performance of that function may be terminated by the Court at the end of the period for which funds are available. The Court will notify the Contractor at the earliest possible time of any products or services, which will or may be affected by a shortage of funds. No penalty shall accrue to the Court in the event this provision is exercised, and shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.

#### XXVI. PUBLIC RECORDS

This Contract is a matter of public record under the laws of the State of Ohio. Contractor agrees to make copies of this Contract promptly available to any requesting party.

#### XXVII. DRUG-FREE WORKPLACE

Contractor certifies and affirms that Contractor will comply with all applicable state and federal laws regarding a drug-free workplace. Contractor will make a good faith effort to ensure that all employees performing duties or responsibilities under this Contract, while working on state, county or private property, will not purchase, transfer, use or possess illegal drugs or alcohol, or abuse prescription drugs in any way.

#### XXVIII. PUBLIC ASSISTANCE WORK PROGRAM PARTICIPANTS

Pursuant to Chapter 5107 of the Ohio Revised Code and Prevention, Retention, and Contingency Program established under Chapter 5108 of the Revised Code, Contractor agrees to not discriminate in hiring and promoting against applicants for and participants for the Ohio Works Program. Contractor also agrees to include such provision in any such contract, subcontract, grant or procedure with any other party which will be providing services, whether directly or indirectly, to the Court.

#### XXIX. MEDIA RELATIONS, PUBLIC INFORMATION, AND OUTREACH

Although information about and generated under this Contract may fall within the public domain, Contractor will not release information about or related to this Contract to the general public or media verbally, in writing, or by any electronic means without prior approval from the Warren County Juvenile Court Administrator or designee, unless Contractor is required to release requested information by law. The Court reserves the right to announce to the general public and media: award of the Contract, Contract terms and conditions, scope of work under the Contract, deliverables and results obtained under the Contract, impact of Contract activities, and assessment of Contractor's performance under the Contract. Except where approval has been granted in advance, the Contractor will not seek to publicize and will not respond to unsolicited media queries requesting: announcement of Contract award, Contract terms and conditions, Contract scope of work, government-furnished documents the Court may provide to Contractor to fulfill the Contract scope of work, deliverables required under the Contract, results obtained under the Contract, and impact of Contract activities. If contacted by the media about this Contract, Contractor agrees to notify the Warren County Juvenile Court Administrator or his designee in lieu of responding immediately to media queries. Nothing in this section is meant to restrict Contractor from using Contract information and results to market to specific clients or prospects.

#### XXX. AMENDMENTS

All amendments shall be in writing and executed by both parties. All amendments and changes shall be dated and become part of the original Contract.

#### XXXI. WAIVER

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

IN WITNESS WHEREOF, the parties have hereunto executed this agreement with the intent to be legally bound thereby.

The Children's Home of Cincinnati dba Best Point Education and Behavioral Health Authorized Representative:

Presiden/CEO

Date

WARREN COUNTY BOARD OF COMMISSIONERS

President Date 9.27.22

Ton Chosman

22./427
Resolution Number

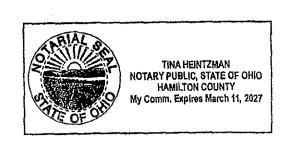
Approved as to form,

Assistant Prosecuting Attorney

### AFFIDAVIT OF NON COLLUSION STATE OF WIC COUNTY OF Danchy, holding the title and position of MEGIORNA (UEO \_\_\_\_, 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. Subscribed and sworn to before me this 20 22 (Notary Public),

County.

My commission expires



### Resolution

Number <u>22-1428</u>

Adopted Date September 27, 2022

ENTER INTO A RENTAL AGREEMENT ON BEHALF OF OHIOMEANSJOBS WARREN COUNTY

BE IT RESOLVED, to approve and authorize the President of the Board to enter into a Rental Agreement with the following company, as attached hereto and made part hereof:

A & S Party Rentals 300 Conover Drive Franklin Ohio, 45005

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

Mr. Grossmann - yea

Mr. Young - yea

Mrs. Jones - yea

Resolution adopted this 27th day of September 2022.

BOARD OF COUNTY COMMISSIONERS

Tina Osborne, Clerk

cc:

c/a—OhioMeansJobs OhioMeansJobs (file)



**Event Location** 

Matt Fetty 3001 E Us Highway 22 And 3 Morrow, OH 45152

Phone:

Cell Phone: (513) 695-1178

Order Date: 9/9/2022 Order: 11548803

Start Date: 9/29/2022 7:00am End Date: 9/29/2022 2:45pm Delivery method: Delivery & Return

Name	Qty	Total
6' Banq. Wood Tables(Set Up Not Included/Must Protect Fr		
	50	\$525.00

Rentals subtotal		\$525,00
Staffing		\$0.00
Delivery/Pick Up Fee		\$135,00
Fees		\$47.25
Discount	ŧ.	\$0.00
Sales Tax	Exempt 0%	\$0.00
Total		\$707.25

A & S PLAY ZONE LLC. 300 Conover Drive Franklin Ohio 45005 937-885-5454 or 513-315-9110 Monday - Friday 9:00 a.m. - 5:30 p.m. www. aspartyrental.com

AFTER HOURS EMERGENCY CONTACT NUMBER 937-885-5454

\*\* RENTAL AGREEMENT \*\*

For good and valuable consideration, you and A & S Play Zone LLC d/b/a A & S Party Rental (also referred to herein as "A&S," "Lessor," "we," "us" and "our") agree as follows:

- 1. As used herein, "P.1" refers to the first page or "face" of this Contract; "Contract" refers to P.1 together with these Terms and Conditions of Rental Contract; "Rented Item(s)" or "Item(s)" means the item(s) rented to you, as identified on P.1 (including any "Instructions" and/or safety equipment provided per the terms of Section [or "§"] 6 below); "Site" means the delivery and/or use address for the Rented Item(s)
- 2. You agree to rent the Rented Item(s) from A&S for the period(s) specified on P.1 (the "Term"), to pay our stated rental rate(s) (the "Rent"), together with all other charges accruing hereunder, without proration, reduction or setoff, and to remain liable for all injuries, claims, liabilities and damages with the Rented Item(s) for the entire Term and until all such Item(s) Is/are returned to and accepted by A&S in the return condition required under §§ 5 and 9 below.
- 3. Except with respect to Item(s) we rent from third parties (each, a "TPO") and re-rent to you, A&S owns and will retain title to all Rented Items at all times. You will have exclusive control over the Rented Item(s) during the Term, subject however, to your duty to fully and timely comply with this Contract at all times. You SHALL NOT: (a) permit the taking or existence of any lien, claim, security interest or encumbrance on any Rented Item(s); (b) permit any Rented Item(s) to be taken or used outside of the State of Ohio; or (c) loan, transfer, sublease, re-rent, surrender possession or control of, sell, move delivered items, encumber, assign or dispose of any Item(s) or this Contract, without our prior written consent (in our sole discretion). We may sell and/or assign all or any part of our interests in such Item(s) and/or this Contract, in which event, you will attorn to the assignee, who will not be responsible for our pre-existing obligations or liabilities.
- 4. We have estimated the Rent based on your estimate of the length of the Term (the "Estimated Rent"). You agree: (a) to pay A&S: (i) the Estimated Rent, together with any deposit specified on P.1 (or if none, 100% of the Estimated Rent) in advance (the "Prepayment"); and (ii) any additional amounts coming due hereunder upon demand; and (b) that: (i) we may deduct any amount you owe us from any Prepayment; (ii) no interest will accrue on any Prepayment; (iii) no Prepayment will be deemed a limit of your liability to us; and (iv) all Prepayments are NON-REFUNDABLE. Anything remaining with, in or on any Rented Item(s) upon return will, at our option, be deemed abandoned. Unless otherwise specifically agreed by A&S, you are permitted to make only normal use of the Rented Item(s) on a single-event basis. Additional amounts will be due for late return(s), misuse and abuse. You will not be entitled to any cancellation right or reduction of Rent as a result of or in connection with

time in transit, event(s) of force majeure or any other period(s) of nonuse. In regards to wedding or special events, any additions to orders are due two weeks prior to your delivery date. Due to the nature of our company no changes can be made 48 hours prior to the delivery on any orders. 5. You will ensure the Site is fit for delivery and use of the Rented Item(s). If we agree to provide any services (e.g., delivery, setup, retrieval, etc.) you agree to: (a) pay our charge(s) for the same, and for all waiting time at \$25 per hour per staff member; (b) be present at the Site at the agreed time(s); and (c) ensure our personnel have full access to the Site. We will not be responsible for delay(s) caused by any other parties, including providers of goods or services ("Other Providers"). You agree to accept full responsibility for all Item(s) for the duration of the Term, and if you are not present upon delivery and/or retrieval of any Item(s), you agree to accept the statements of our representatives regarding the same (including the condition of the Rented Item(s) and the Site). IMPORTANT: Certain Rented Items may be delivered on pallets, or in crates, cartons or boxes, and may be stacked, Covered, bagged, racked, folded, rolled and/or strapped ("Packed") to keep from damaging items, Chiavari Chairs must be stacked and covered separately or there will be a \$6.00 per chair charge for us to re-stack and cover. Dishes, utensils, flatware, charger plates, glasses must be washed and rinsed or you will be charges a fee double of rental for the cleaning fee. You will ensure that, upon return, all such Rented Items are similarly (and properly) Packed, YOU AGREE NOT TO PACK ANY RENTED ITEM UNLESS IT IS COMPLETELY DRY, PACKING WET OR DAMP RENTED ITEMS MAY RESULT IN MOLD AND/OR MILDEW, FOR WHICH YOU WILL BE LIABLE. 6. Upon your receipt of the Item(s), unless you immediately reject it/them, you represent, warrant, acknowledge and agree that: (a) each Item; (i) is complete, in good repair and condition, free of defects, properly functioning, and in all ways acceptable to you; (ii) is appropriate for your purposes; and (iii) was selected (not based on any recommendation by A&S), carefully examined, counted and tested by you or your agent(s); and (b) you; (i) have carefully reviewed all laws, rules, regulations, training materials, instructions, manuals and other information (including without limitation, all EPA, OSHA, NFPA, IFC, IBC, ASSE, ASME, IEEE and ANSI Standards) pertaining to such Item(s) ("Instructions"); (ii) will fully comply therewith; (iii) will use each Item only for its intended purpose, in a reasonable and safe manner; (iv) will give all required notice(s) to governmental authorities; (v) will timely obtain all licenses, permits, authorizations and approvals (including without limitation, the approval(s) of the Site's owner(s)); (vi) will ensure all underground utilities are properly marked before driving stakes or disturbing the ground surface (see below); (vii) will immediately cease using any Item that malfunctions or proves defective (a "Malfunction"); (viii) will post in a conspicuous place an OSHA-COMPLIANT EVACUATION PLAN for all Temporary Structures; (ix) WILL ENSURE THAT ALL CHILDREN IN, ON OR NEAR ANY RENTED ITEM(S) ARE SUPERVISED BY A COMPETENT ADULT AT ALL TIMES; and (x) will ensure that all others comply with this Section. 7. O.R.C. § 3781,25-32 requires that anyone penetrating the surface of the earth must have the utilities marked on their property before the "dig." The Ohio Utilities Protection Service (O.U.P.S.) will arrange to have any public underground utilities marked on the Site. Please call them at 1-800-362-2764 up to 10 days prior to the installation date, but no later than 48 hours prior thereto. The Ohio Oil & Gas Producers Utilities Protection Service (OGPUPS) should also be called. They can be reached at 1-614-715-2984. You will need to know your county, township, and township section number for your event location, Both services are free. See ORC §§ 153.64, and 3781.25-32, and .261 for more information, 8. In the event of a Malfunction (as defined in § 6), you agree to immediately cease using and evacuate the Malfunctioning Item and notify A&S. Provided the Malfunction did not result from any wrongful or negligent act or omission of, or any breach of this Contract by, you or anyone you permit to use or otherwise deal with any Rented Item(s), we will, at our option: (a) repair such Item; (b) provide you with a comparable Item; or (c) with respect to the Malfunctioning Item, return the unused portion of the Rent and cancel this Contract. The foregoing remedies are EXCLUSIVE. 9. You agree to protect each Rented Item at all times, keep it safely and securely stored and locked when not in use, and return it to A&S on time, complete, clean, dry, free of dirt, damage, burns, stains, contamination and debris, and otherwise in good order, condition and repair. If you fail to do so, you will pay A & S Play Zone LLC; (a) Rent for each succeeding full rental period until all Item(s) has/have been returned or replaced as required; You will ensure that each Item is used safely and only: (a) for its intended purpose(s); (b) within its rated capacity; (c) at the Site; and (d) in full compliance with the instructions and all applicable laws, rules, regulations and insurance policies at all times. You will not, nor will you permit anyone else to: (i) use heat sources or open flames in, under or near any Temporary Structure(s); (ii) abuse, misuse, overuse, remove from the Site, conceal, modify, dismantle or damage any Rented Item(s); (iii) reposition any Temporary Structure (or any means of securement therefor, including lines and stakes); or (iv) take possession of or exercise control over any Rented Item(s), without our prior written consent (in our sole

- 10. A & S PLAY ZONE LLC IS NOT THE MANUFACTURER OR DESIGNER OF ANY OF THE ITEMS, all of which are provided "AS-IS". WE MAKE NO WARRANTY(IES), EXPRESS OR IMPLIED (INCLUDING ANY WARRANTY(IES) OF MERCHANTABILITY, SUITABILITY, FITNESS FOR A PARTICULAR PURPOSE, FUNCTION, DESIGN, QUALITY, CAPACITY, FREEDOM FROM DEFECTS AND/OR CONTAMINATION, GOOD AND WORKMANLIKE PERFORMANCE, AND ANY WARRANTY(IES) ARISING FROM ANY COURSE OF DEALING, COURSE OF PERFORMANCE AND/OR USAGE OF TRADE) regarding any Item(s) or Service(s) referenced in this Contract, nor do we make any warranty against INTERFERENCE OR INFRINGEMENT, all of which you waive. No depictions, models, samples, descriptions, specifications, recommendations or advertisements made or accepted by A&S constitute representations or warranties by A&S. THERE ARE NO WARRANTIES OTHER THAN THOSE APPEARING ON THE FACE HEREOF.
- 11. WARNINGS: THE RENTED ITEM(S) CAN BE DANGEROUS. EXERCISE EXTREME CARE AND ENSURE THAT ONLY PROPERLY QUALIFIED, INSTRUCTED, AND IF APPLICABLE, LICENSED, INDIVIDUALS USE AND/OR OTHERWISE DEAL WITH SUCH ITEM(S). TEMPORARY STRUCTURES MAY MOVE, LEAK, COLLAPSE, OVERTURN OR CATCH FIRE, PARTICULARLY DURING SEVERE WEATHER (e.g., heavy rain, snow, hail, and winds over 25 mph). If severe weather occurs or threatens, you agree to: (a) cause all persons to DISCONTINUE USING AND EVACUATE such Item(s); (b) protect such Item(s) and its/their contents; and (c) permit A & S Play Zone LLC to delay delivery, installation and/or use of, or dismantle and/or retrieve, any or all of such Item(s), without obligating us to do so.
- 13. You agree to maintain all insurance we may require, including without limitation: (a) commercial general and host liquor liability insurance with minimum limits of \$1,000,000 and property damage/inland marine insurance for the full (new) replacement cost of all Rented Item(s). Such policies shall, as applicable: (i) name A&S as an additional insured and loss payee on a closed-clause basis; (ii) (iii) be primary and non-contributory; and (iv) include a severability of interests clause and such other provisions as we may require.
- 14. If and only if, we have offered and you have purchased and paid for our OPTIONAL LIMITED DAMAGE WAIVER ("LDW") (set forth on P.1, if available) prior to commencement of the Term, you will have no liability to us for 80% of the cost to repair or replace Item(s) covered by LDW ("Covered Item(s)"). You will, however, remain fully liable for: (a) all loss of and damage to: (i) Item(s) not covered by LDW; (ii) Covered Item(s) lost or damaged as a result of: (A) your breach of this Contract; (B) theft or other failure to timely return Covered Item(s) to us; (C) gross negligence, misuse and/or abuse of Rented Item(s) (including without limitation, overturning and overloading); (D) vandalism and/or malicious mischief; and/or (E) use of any Item in violation of any law, warranty or insurance policy; (b) 20% of the first \$10,000 of repair/replacement costs for Covered

Item(s); and (c) all repair and replacement costs exceeding \$10,000 in the aggregate across all Covered Item(s). You may decline LDW if you provide the property damage/inland marine insurance referenced in § 13. LDW IS NOT INSURANCE, NOR IS IT A WARRANTY.

15. Your duties hereunder are unconditional. If: (a) you or any guarantor shall: (i) fail to fully and timely pay, honor, perform and/or comply with this Contract and/or any of your obligations hereunder; (ii) provide any incorrect or misleading information to A&S; (iii) become insolvent or declare bankruptcy; or (iv) die or cease conducting business; or (b) any Item(s) shall be lost or, unless covered by LDW, as provided in § 14, damaged, you will be in DEFAULT under this Contract, whereupon, we may with or without legal process or notice (and without liability to you), to the maximum extent permitted under applicable law: (i) terminate your rental(s); (ii) seek relief from stay; (iii) recover, empty, detach, disable, relocate and/or store any Item(s) (iv) perform your obligations hereunder on your behalf, without being obligated to do so; (v) purchase replacement Item(s); (vi) retain all payments received from you or on your behalf and apply such payments to any amounts due and/or coming due hereunder as we deem appropriate in our sole discretion; (vii)(viii) pursue any other rights and/or remedies available hereunder, at law and/or in equity, all of which shall be cumulative.

16. You grant us a perpetual, paid-up, royalty-free license to create, edit, copy, display and distribute all audio and visual representations which include any Rented Item(s). We may, without notice or liability to you, monitor and/or inspect any Rented Item(s) at any time. If any performance required of us is impaired as a result of any act or omission of/by you, any Other Provider(s) or any "Act of God" or other event, fact or circumstance beyond A&S's reasonable control, we will be excused from such performance. You authorize A & S Play Zone LLC to charge all amounts due and coming due hereunder to any debit and/or credit card(s) you provide. Our maximum liability to you under this Contract is limited to the amount(s) actually paid by you to us hereunder. These Terms and Conditions apply to all Item(s) identified on P.1, and to all other Items you obtain from A&S at any time (unless we otherwise agree in writing). Neither our exercise, nor our failure or delay in the exercise, of any rights or remedies will constitute an election of remedies or a waiver of any right or remedy we may have. You acknowledge that: (i) this Contract: (A) is fair and reasonable under the circumstances; and (B) shall be interpreted under the laws of Ohio; and (ii) proper venue for all associated civil legal proceedings shall ite solely in the federal, state and local courts located in or nearest to Warren County, OH (unless waived by A&S). You consent and submit thereto and waive all claims that such venue lies in an inconvenient forum.

17. This Contract, together with any addenda we provide (including as applicable, our Temporary Structures and Inflatables Addenda(um)), each of which is incorporated herein, represent the entire agreement between you and A & S Play Zone LLC, superseding all other agreements and representations, as well as our website and advertising. The terms of this Contract are severable. If any of the terms of this Contract shall be deemed invalid or unenforceable by any court of competent jurisdiction, such term(s) will be deleted, and the remaining terms will continue in full force and effect. This Contract cannot be further amended or extended except in a writing signed by A&S. Digital, electronic, photocopied and facsimiled signatures and initials appearing on this Contract will be deemed originals.

I HAVE READ THIS CONTRACT AND AGREE & UNDERSTAND THE CONTENT.

By my signature, I accept the terms of this Rental Agreement,

Signature

Matt Fetty 7/ Printed Name Date

APPROVED AS TO FORM

Adam M. Nice

Asst. Prosecuting Attorney

#### BOARD OF COUNTY COMMISSIONERS WARREN COUNTY, OHIO

### Resolution

Number <u>22-1429</u>

Adopted Date September 27, 2022

ENTER INTO A CLASSROOM TRAINING AGREEMENT ON BEHALF OF OHIOMEANSJOBS WARREN COUNTY

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

Cincinnati State Technical and Community College 3520 Central Parkway Cincinnati, Ohio 45223

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

Mr. Grossmann – yea

Mr. Young - yea

Mrs. Jones - yea

Resolution adopted this 27th day of September 2022.

**BOARD OF COUNTY COMMISSIONERS** 

l'ina Osborne, Clerk

cc:

c/a - OhioMeansJobs OhioMeansJobs (file)

#### Classroom Training Agreement

This Agreement is entered into and made between the Warren County Board of Commissioners, hereinafter Commissioners, on behalf of OhioMeansJobs Warren County, hereinafter OMJWC, and Cincinnati State Technical and Community College, 3520 Central Parkway, Cincinnati Ohio, 45223, hereinafter referred to as "Contractor".

#### Purpose:

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

#### Terms of the Agreement:

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

#### Responsibilities of the Contractor:

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

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

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

#### Responsibilities of OMJWC:

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

#### **General Provisions:**

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

#### Assurances and Certifications:

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

# Signature Page

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

Warren County Board of Commissioners	
Tom Grossmann, President	<u>9 - 27 - 22</u> Date
Contractor	
Authorized Contractor Silonature	8/29/22 Date
Christopher Calvert Typed Name of Authorized Contractor	Date
Approved as to form:	9(7/22
Keith Anderson, Asst. Prosecutor	Date

# Resolution Number 22-1430

Adopted Date September 27, 2022

APPROVE AMENDMENT TO THE CONTRACT WITH KEEFE COMMISSARY NETWORK, LLC TO PROVIDE COMMISSARY SERVICES, ON BEHALF OF THE WARREN COUNTY SHERIFF'S OFFICE

BE IT RESOLVED, to approve and authorize the Board to sign the amendment to the contract with Keefe Commissary Network, LLC to provide commissary services, as attached hereto and made a part hereof.

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

Mr. Grossmann - yea

Mr. Young - yea

Mrs. Jones - yea

Resolution adopted this 27th day of September 2022.

**BOARD OF COUNTY COMMISSIONERS** 

c/a -Keefe Commissary Network, LLC cc:

Sheriff (file)

# AMENDMENT TO COMMISSARY SERVICES AGREEMENT

This Amendment to the Commissary Services Agreement ("Amendment"), effective the 1st day of September, 2022, is made by and between Keefe Commissary Network, LLC (hereinafter referred to as "Keefe") and Warren County, Ohio Board of County Commissioners (hereinafter referred to as "Customer"). The Customer and Keefe are referred to herein jointly as the "Parties".

WHEREAS, the Parties entered into the Commissary Services Agreement dated June 3, 2021 (the "Agreement") whereby Keefe provides commissary services for the Customer; and

WHEREAS, Keefe's costs to procure commissary products offered for sale to immates under Customer's control have unexpectedly and materially increased due to a myriad of factors including shortages in the supply chain, spikes in shipping costs and labor increases; and

WHEREAS, the Parties desire to amend the Agreement to offset some of these unforeseen and material product cost increases experienced by Keefe; and

WHEREAS, in lieu of increasing prices for menu items, the Parties desire to reduce the commission payment made from Keefe to Customer on commissary sales as indicated herein.

NOW, THEREFORE, in consideration of the forgoing facts, the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to amend the Agreement as follows:

- 1. The Parties agree to reduce the commission payment made by Keefe to Customer on commissary sales in Section 4 from 26.10% to 23.35%.
- 2. Except as expressly stated herein, all of the terms and conditions of the Agreement will remain in full force and effect.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto have hereunto set their hands and seals effective as of the day and year first above written.

WARREN COUNTY, OH BOARD OF	KEEFE COMMISSARY NETWORK, LLC
COUNTY COMMISSIONERS	
* Jan / June	Xaki 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
By:	By:
Ton Grossman	John Puricelli
Name	Name:
President	Executive Vice President/General Manager
Title:	Title:
9.27.22	a() $n$
Date:	Date:

Adam M. Nice Asst. Prosecuting Attorney

# Resolution Number 22-1431

Adopted Date September 27, 2022

APPROVE AMENDMENT NO. 1 TO THE CONTRACT WITH ARAMARK CORRECTIONAL SERVICES, LLC TO PROVIDE FOOD SERVICES, ON BEHALF OF THE WARREN COUNTY SHERIFF'S OFFICE

BE IT RESOLVED, to approve and authorize the Board to sign Amendment No. 1 to the contract with Aramark Correctional Services, LLC to provide food services, as attached hereto and made a part hereof.

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

Mr. Grossmann – yea

Mr. Young - yea

Mrs. Jones - yea

Resolution adopted this 27th day of September 2022.

**BOARD OF COUNTY COMMISSIONERS** 

Tina Osborne, Clerk

c/a -Aramark Correctional Services cc: Sheriff (file)

## Amendment No. 1 to Operating Agreement

THIS AMENDMENT NO. 1 (the "Amendment") is entered into this 27 day of 2022 by and between the Warren County Board of Commissioners, located at 406 Justice Drive, Lebanon, Ohio 45036 ("County"), and Aramark Correctional Services, LLC, a Delaware limited liability company having its principal place of business located at 2400 Market Street, Philadelphia PA 19103 ("Aramark").

WHEREAS, County and Aramark entered into an Operating Agreement dated October 1, 2021 for the management of the food service operation at the Warren County Jail (the "Agreement"); and

WHEREAS, the parties desire to amend the provisions of the Agreement as follows, effective October 1, 2022 (the "Effective Date").

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises in the Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as set forth below.

- 1. **Term:** Pursuant to Paragraph 6, "Term of Agreement," the term of the Agreement shall be renewed for a one (1) year period, effective from October 1, 2022 through September 30, 2023.
- 2. Price Adjustment: In accordance with Paragraph 3(B) of the Agreement, the parties agree that the price per meal charged to the County by Aramark shall be changed as set forth on Attachment A-1 due to changes in the Consumer Price Index. This price shall be effective from October 1, 2022 through September 30, 2023, and shall supersede in all respects the price per meal set forth in the Agreement or in any other prior agreements between the parties.
- 3. Effect of Amendment: Except as specifically set forth herein, all other terms and provisions of the Agreement shall remain unaffected by this Amendment and continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 1 to be signed by their duly authorized representatives the day and year first written above.

Aramark Correctional Services, LLC

Warren County Board of

Commisioners, QH

Stephen Yaransky

Vice President, Finance

Name:

Title:

00/10/10

APPROVED AS TO FORM

Adam M. Nice

**Asst. Prosecuting Attorney** 

# Attachment A-1 Warren County Jail, Ohio Effective October 1, 2022 through September 30, 2023

Inmate Population		Price	Per Meal**
250	274	\$ .	1.291
275	300	\$	1.248
301	325	\$	1.241
326	350	\$	1.227
351	375	\$	1.211
376	400	\$	1.195
401	425	\$	1,186
426	450	\$	1,155
451	475	\$	1.127
476	500	\$	1.103
Staff Meals		\$	3,227

<sup>\*</sup>The total number of resident meals served per week is divided by 21 in order to determine the price point on the sliding scale.

# Resolution

Number <u>22-1432</u>

Adopted Date September 27, 2022

AUTHORIZE ACCEPTANCE OF QUOTE FROM CENTRAL SQUARE ON BEHALF OF WARREN COUNTY TELECOMUNNICATIONS FOR CENTRAL SQUARE CAD TO ESO INTERFACE

WHEREAS Central Square will provide support for Central Square CAD to ESO Interface per the attached quote# Q-109643 dated September 6, 2022, for Warren County Telecommunication; and

NOW THEREFORE BE IT RESOLVED, to accept quote from Central Square on behalf of Warren County Telecommunications as attached hereto and a part hereof.

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

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

Resolution adopted this 27th day of September 2022.

BOARD OF COUNTY COMMISSIONERS

Tina Osborne, Clerk

cc:

c/a- Central Square

Telecom (file)



Quote #: Q-109643

Primary Quoted Solution: PSJ Enterprise Quote expires on: November 28, 2023

Quote prepared for: Joseph Newton Telecom Warren County 500 Justice Drive Lebanon, OH 45036-1308 (513) 695-1810

Thank you for your interest in CentralSquare. CentralSquare provides software that powers over 8,000 communities. More about our products can be found at <a href="https://www.centralsquare.com">www.centralsquare.com</a>.

## WHAT SOFTWARE IS INCLUDED?

PRODUCT NAME	QUANTITY	WIT PRICE	TOTAL
<ol> <li>Std Enterprise CAD External Incident</li> </ol>			
Data Transfer (OP) Annual Subscription	1	6,500,00	6,500,00
Fee			·
v.,			
		Software Total	6,500,00 USD

## WHAT SERVICES ARE INCLUDED?

DESCRIPTION  1. Public Safety Project Management Services - Fixed Fee	<b>TOTAL</b> 975.00
2. Public Safety Technical Services - Fixed Fee	4,680.00
Services Total	5,655.00 USD



## **QUOTE SUMMARY**

Software Subtotal

6,500.00 USD

### Services Subtotal

5,655.00 USD

Quote Subtotal 12,155:00 USD

**Quote Total** 

12,155.00 USD

## WHAT ARE THE RECURRING FEES?

TYPE	AMOUNT
FIRST YEAR MAINTENANCE TOTAL	0.00
FIRST YEAR SUBSCRIPTION TOTAL	6,500.00

The amount totals for Maintenance and/or Subscription on this quote include only the first year of software use and maintenance. Renewal invoices will include this total plus any applicable uplift amount as outlined in the relevant purchase agreement.

The On Premise Subscriptions purchased under this Quote shall be governed by Exhibit A attached hereto.



### **BILLING INFORMATION**

Fees will be payable within 30 days of invoicing.

Please note that the Unit Price shown above has been rounded to the nearest two decimal places for display purposes only. The actual price may include as many as five decimal places. For example, an actual price of \$21.37656 will be shown as a Unit Price of \$21.38. The Total for this quote has been calculated using the actual prices for the product and/or service, rather than the Unit Price displayed above.

Prices shown do not include any taxes that may apply. Any such taxes are the responsibility of Customer. This is not an invoice.

For customers based in the United States or Canada, any applicable taxes will be determined based on the laws and regulations of the taxing authority(ies) governing the "Ship To" location provided by Customer on the Quote Form.

### **PAYMENT TERMS**

#### License Fees & Annual Subscriptions

100% Due Upon Contract Execution

#### **Contract Startup**

- 100% Due Upon Contract Execution

#### Hardware & Third-Party Software

- 100% Due Upon Contract Execution

#### Services

- Fixed Fee: 100% Due Upon Completion
- Time & Material: Due as Incurred
- Services Bundle: Fixed Fee, 100% Due Contract Execution

### **Third-Party Services**

- Fixed Fee: 50% Due Upon Contract Execution; 50% Due Upon Completion

### Travel & Living Expenses

- Due as Incurred



nent of the products on this Quote Form? (Customer to complete)
arties' existing mutually executed agreement, or in the absence of
Warren County
Signature: Jun June
Name: 70m Orossmann
Date: 9.27.22
Title: President
APPROVED AS TO FORM  Adam M. Nice

**Asst. Prosecuting Attorney** 



# **EXHIBIT A**

# **Terms and Conditions for On-Prem Subscriptions**

BY INDICATING YOUR ACCEPTANCE, OR BY USING THE SOFTWARE, YOU ACCEPT THE TERMS AND CONDITIONS AS STATED HEREIN.

Subscription Access. Customer is purchasing subscription priced software under this Quote. So long as Client has
paid the annual subscription fees and is current at all times with the subscription fees as stated herein, CentralSquare
grants to Client a limited non-exclusive, non-transferable access to use the subscription software granted in this
Quote. Client understands and acknowledges no ownership or any form of intellectual property rights transfer under
the terms of this Quote.

If customer terminates this Quote in accordance with the termination for convenience provision below, customer shall be entitled to a pro-rata refund of the annual subscription fee, calculated by the remaining months in the applicable annual subscription.

- Termination for Convenience. This Quote may be terminated without cause by either party by providing written notice to the other party thirty (30) days prior to the date of termination.
- 3. <u>Termination of Access Rights.</u> Upon termination of this Quote, (i) all rights granted herein shall terminate immediately and automatically upon the effective date of such termination; (ii) Customer's right to the accessed software granted herein shall terminate; and (iii) Customer will cease using such software and at CentralSquare's direction return or destroy the software and any supplemental confidential information or documentation.
- 4. Right to Audit. Customer shall maintain for a reasonable period, but in no event less than three (3) years after expiration or termination of this Quote, the systems, books and records necessary to accurately reflect compliance with software access and the use thereof under this Quote. Upon request, Customer shall permit CentralSquare and its directors, officers, employees, and agents to have on-site access at Customer's premises (or remote access as the case may be) during normal business hours to audit such systems, books, and records for the purpose of verifying Customer's use of the software to monitor compliance with this Quote no more than once per year. If an audit reveals that Customer has exceeded the restrictions on use or non-compliance with this Quote, Customer shall be responsible for the reimbursement of all costs related to the audit and prompt payment by Customer to CentralSquare of any underpayment.

# Resolution

Number <u>22-1433</u>

Adopted Date September 27, 2022

APPROVE EMERGENCY PROCUREMENT SERVICES FOR LARGE TREE LIMB REMOVAL LOCATED AT THE LOWER LITTLE MIAMI WASTEWATER TREATMENT PLANT

WHEREAS, the Water & Sewer Department has discovered that a large tree limb has fallen at the Lower Little Miami Wastewater Treatment Plant and has landed on a residential neighboring fence; and

WHEREAS, the repair is critical and time sensitive as it poses major safety concerns especially with additional storms expected over the holiday weekend; and

NOW THEREFORE BE IT RESOLVED, to approve emergency procurement services under Purchase Order 22002268 with Jeff Maggs (DBA Maggs Professional Tree Services, LLC) in the amount \$2,500 for tree limb removal and trimming.

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

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

Resolution adopted this 27th day of September 2022.

**BOARD OF COUNTY COMMISSIONERS** 

Tina Osborne, Clerk

mbz

cc:

Auditor 🗸

Water/Sewer (file)

# BOARD OF COUNTY COMMISSIONERS WARREN COUNTY, OHIO

# Resolution

Number <u>22-1434</u>

Adopted Date September 27, 2022

APPROVE EMERGENCY PROCUREMENT FOR THE REPLACEMENT OF A LEVEL TRANSMITTER/SENSOR FOR THE SHELLY GROUND STORAGE TANK IN THE FRANKLIN AREA WATER SYSTEM

WHEREAS, the Water & Sewer Department experienced a failure to the level transmitter/sensor at the Shelly Ground Storage Tank in the Franklin Area Water System; and

WHEREAS, the procurement of the transmitter/sensor is critical and time sensitive to the water operations in the Franklin Area system; and

NOW THEREFORE BE IT RESOLVED, to approve Purchase Order No. 22002295 with CBT Company in the amount of \$3,000.00 for the for replacement of the level transmitter/sensor at the Shelly Ground Storage Tank in the Franklin Area Water System.

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

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

Resolution adopted this 27th day of September 2022.

**BOARD OF COUNTY COMMISSIONERS** 

Tina Osborne, Clerk

caw

cc:

Auditor <

Water/Sewer (file)

# Resolution

Number <u>22-1435</u>

Adopted Date September 27, 2022

APPROVE AN AMENDMENT TO THE MASTER SERVICES AGREEMENT WITH FIRST BILLING, LLC FOR UPDATES TO ONLINE PAYMENT SERVICES FOR THE WATER AND SEWER DEPARTMENT

WHEREAS, pursuant to Resolution No. 13-1624, adopted on November 5, 2013 this Board entered into a Master Services Agreement with First Mobile Trust, an Ohio limited liability company and subsidiary of First Billing Services for electronic checks (E-Check), credit and debit card services for the purpose of processing customer payments of water and sewer bills and other water and sewer related charges; and

WHEREAS, the Water and Sewer Department seeks to expand the online payment options currently offered to its users and to encourage users to make electronic payments; and

NOW THEREFORE BE IT RESOLVED, to approve Amendment No. 1 to the Master Services Agreement with First Billing, LLC for updates to online payment services for the Water and Sewer Department; as attached hereto and made part hereof.

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

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

Resolution adopted this 27<sup>th</sup> day of September 2022.

**BOARD OF COUNTY COMMISSIONERS** 

Tina Osborne, Clerk

cgb

cc: c/a – First Billing, LLC Water/Sewer (file)



# FIRST AMENDMENT TO MASTER SERVICES AGREEMENT

THIS FIRST AMENDMENT (this "Amendment") is entered into as of the Effective Date below, by and between Warren County ("Customer") and First Mobile Trust, LLC. an Ohio limited liability company, ("First Billing" or "FBS").

WHEREAS, First Billing and Customer entered into a Master Services Agreement dated November 5th, 2013 (the "Agreement") for the purpose of First Billing providing payment services to Customer;

WHEREAS, First Billing and Customer desire to modify the Agreement as set forth in this First Amendment.

NOW, THEREFORE, in consideration of the foregoing, of the mutual promises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, the parties hereto, intending legally to be bound, do hereby covenant, and agree as follows:

- 1. <u>Recitals; Defined Terms</u>. The foregoing recitals are hereby incorporated by this reference and made a substantive part hereof. Any capitalized terms not otherwise defined herein shall have the meaning set forth in the Agreement.
- 2. <u>Term.</u> The terms of the Amendment shall be extended for an additional Two (2) years beginning on the Effective date of this Amendment. The Terms will automatically renew for subsequent twenty-four (24) months terms unless terminated by providing the other party with a written 60-days cancellation notice prior to any subsequent renewal period.
- 3. <u>Authority</u>. First Billing and Customer represent and warrant that they each have the authority to enter into and to perform the terms of this Amendment.
- 4. <u>Binding Effect</u>. This Amendment shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and permitted assigns.
- 5. <u>Ratification</u>. Except as modified hereby, the Agreement is hereby ratified and confirmed for all purposes and in all respects and remains in full force and effect.
- 6. <u>Counterparts</u>. This Amendment may be executed in one or more counterparts, each of which when executed shall be deemed to be an original, but all of which taken together shall constitute one and the same agreement; provided, that delivery of a signature of this Amendment by facsimile

1 8.17.2022

transmission or other form of electronic mail attachment shall be effective as delivery of a manually executed counterpart hereof prior to and in the absence of manual delivery.

- 7. <u>Amendment to Schedule A.</u> Schedule A is amended by the addition of the fees and terms set forth on the amened Schedule A, attached hereto. Except with respect to the additional fees and terms set forth on the amended Schedule A, there is no other change to Schedule A of the Agreement.
- 8. <u>Services</u>. Customer seeks to expand the online payment options currently offered to its users and to encourage users to make electronic payments. The Customer will engage in additional payment options offered through First Billing First Choice Customer Portal including but not limited to the following:
  - (a) Customer Self Service Portal
  - (b) E-Billing and bill presentment
  - (c) E-Check
  - (d) Text-and-pay
  - (e) Mobile view -and-pay
  - (f) Automatic electronic payment
  - (g) Text and email of bills
  - (h) Interactive Voice Response
  - (i) Europay, Mastercard, and Visa (EMV) Terminals

**IN WITNESS WHEREOF,** First Billing and Customer have executed this First Amendment as of the Effective Date.

FIRST BILLING, LLC

Du O

Name Office A

Date: 4/7/22.

Commissioners
Warren county Water and sewer

By: \*/ for/ pre-

Name: John Christmann

Its: President

Date: 9-27-22

APPROVED AS TO FORM

Asst. Prosecuting Attorney

## Schedule A -Service Fee Schedule

First Billing will charge a convenience fee to each user. The Warren County Water & Sewer Department will not be charged any transaction Fees. The convenience fees shall be as follows:

- Web Payments: 2.5% per transactions for all Credit/Debit Cards
- Interactive Voice Response (IVR) Payments: 2.5% per transaction for all Credit/Debit Cards
- eCheck: \$1.00 per transaction
- Chargeback Fee: \$4.50 per chargeback
- Return Item Fee: \$1.00 per return
- Europay, Mastercard, and Visa (EMV) Terminals: Maximum three terminals provided.

3 8.17.2022

# Resolution

Number <u>22-1436</u>

Adopted Date September 27, 2022

ENTER INTO A SERVICE AGREEMENT WITH MIDCO DIVING & MARINE SERVICES ON BEHALF OF THE WARREN COUNTY WATER AND SEWER DEPARTMENT

BE IT RESOLVED, to enter into a Service Agreement with Midco Diving & Marine Services on behalf of the Warren County Water and Sewer Department for the cleaning and inspection of (3) three elevated storage tanks and (2) two ground level clear wells, copy of said services agreement attached hereto and made a part hereof.

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

Mr. Grossmann – yea

Mr. Young - yea

Mrs. Jones - yea

Resolution adopted this 27th day of September 2022.

**BOARD OF COUNTY COMMISSIONERS** 

Tina Osborne, Clerk

mbz

cc:

c/a—Midco Diving & Marine Services

Water/Sewer (file)



July 27, 2022

**Warren County Water Department** 

Attn: Ed Turner P.O. Box 530 Lebanon, OH 45036

#### RE: 2022 Tank Maintenance Project

Thank you for considering Midco Diving & Marine Services, Inc. — a proud member and supporter of National Rural Water Association (NRWA). We are pleased to provide the following proposal to perform the scope of work outlined below.

All diving operations are fully insured for "Commercial Diving Operations" including: General Liability, Workman's Compensation, Hull Machinery, Protection and Indemnity, Pollution Liability, Maritime Employers Liability, Contractor's Pollution, Automotive Liability, U.S.L.H. and Umbrella/Excess Liability/Bumbershoot. Verifiable Certificates of Insurance with Current Limits are available upon request.

Midco Diving & Marine Services, Inc. is in full compliance with OSHA 29 CFR 1910, Subpart T - Commercial Diving Operations regulations. OSHA specifies that the minimum acceptable dive crew size is three qualified divers. Not all firms comply with this mandate and continue to use two-person dive crews or unqualified personnel; please be aware of these safety concerns when evaluating our proposal.

Current diver and equipment certifications will be available on site for review:

Diver training – from accredited commercial dive school (each dive team member)

Current First Aid/CPR training (each dive team member)

Annual medical examination determining diver is fit to perform assigned tasks (each dive team member)

Air purity test for breathing air source(s) – tested every 6 months

Breathing gas supply hoses – tested at least annually to 1.5 times their working pressure

Depth gauges – calibrated every 6 months

# TANK DESCRIPTION(S) See Page 3

#### Inspection

A diver inspection with a live video recording, will be transferred to a flash drive or DVD documenting our findings in each tank(s). Inspection procedures include, but are not limited to:

- Inlet / Outlet
- Overflow
- Roof and Roof Hatch
- Walls and Floors
- Baffles / Support Walls

- Interior Ladders
- Roof Vents
- Exterior Ladder & Rails
- Sumps
- Internal Plumbing

- · Joints and Seams
- Interior Coatings
- Exterior Coatings
- Telemetry
- Sediment Depths

#### Cleaning

Midco will remove up to three inches (3") of accumulated material from the storage tank floor using underwater vacuum procedures as needed. Material(s) that cannot be removed by normal vacuum procedures or material(s) in excess of three inches (3") will be removed for an **additional charge** with an estimated price given on site. Material(s) such as sand, gravel and concrete are considered debris and will be removed by hand at an **additional charge**. All discharged materials, including water, are the responsibility of the Client, Owner or Owners Representative unless prior arrangements are made.

<u>Potable Water Operations</u> — All Midco divers and associated in tank equipment are fully disInfected in accordance with ANSI/AWWA Standard C652-11. All system entries will be conducted in accordance with applicable OSHA regulations pertaining to Diving & Confined Space; including 1910.401 — 1910.441. Specialty equipment may include but is not limited to; appropriate OSHA climbing and personal fall protection, AWWA and ADCI approved commercial diving equipment as it relates to in-service potable water operations.







Cleaning & Inspection Pricing (Including Inspection Video) ...... \$12,846.00

**Additional Services** 

☑ Full Written Report with EPA or State Report .......\$Included

Pricing above does not include Local, State or Franchise Taxes - If any.

This proposal, when executed by both parties, shall `constitute a binding agreement between the parties. The persons signing on behalf of the Client, Owner or Owners Representative and Midco hereby represents and certifles that they are fully empowered to bind the respective parties to this contract. Any contract that is not fulfilled will be subject to a cancellation fee. **Terms are net 10 days from completed on site work**; interest accrues at 1.5% monthly on any unpaid balance. Any fees required to obtain a city business license or any additional permits will be added to the final invoice at the current city rate plus appropriate markup. Please note the above pricing **does not include**; contract review, comprehensive dive plans, additional insurance requirements, third party vendor verification site requirements and/or any repair work unless stated with the above pricing. This proposal is valid for thirty (30) days from receipt.

#### To Expedite your project please be aware of the following:

- The tank(s) must be full to overflow and in-service prior to the crews' arrival.
- Access into the reservoirs must be sufficient for safe diver entry and exit. A minimum hatch size of 24", no hatch obstructions, and unobstructed road access to the tank.
- Working with our scheduling department to complete the project in a timely and proficient manner, which may require weekend and/or holiday access.
- It will be the responsibility of the Client, Owner, or Owner Representative to notify antenna operator and/or owners prior to crews' arrival for proper lockout of all antennas, RF devices (Radio Frequency Antennas) and EME sources (Electromagnetic Energy) that may interfere with Midco team safety and access to the water reservoirs.

This quote has been prepared exclusively for your firm using information you provided. Incorrect or inaccurate information used for estimate purposes that delays progress may influence your final price. Interruptions in the work progression, not in control of Midco Diving & Marine Services, Inc., such as, weather or other delays may also affect your final pricing. If Midco Diving & Marine Services, Inc is unable to complete the work as described above due to lack of weekend and/or holiday access, tank access, water levels, safety issues, etc. a nominal trip charge and/or standby fee will be added. The contents of this quotation are considered confidential and are not to be divulged to third parties. Please note, it is the Client, Owner or Owner Representative's responsibility to test and maintain for water quality.

All Midco Diving quotes are subject to availability of personnel and equipment. Upon approval, please sign return by fax, email or mail to Midco Diving & Marine Services, Inc.

Warren County Water Department
P.O. Box 530
Lebanon, OH 45036

I have read, understand and agree to the terms of this proposal:

By: \* President

Date: 9.27.22

Midco Diving & Marine Services, Inc.

PO Box 513

Rapid City, SD. 57709 P: (800) 479-1558 F: (800) 238-0217

Title: Regional Manager

Date: July 27, 2022



Asst. Prosecuting Attorney

M. Nice

800.479.1558 (P) 800.238.0217 (F) www.midcodiving.com info@midcodiving.com PO Box 513, Rapid City, SD. 57709 – 605.791.3030





## TANK DESCRIPTION(S)

Tank	Capacity	Dimensions	Туре
580 Ohio State 741	1.5M Gallons	140' High x 80' Diameter	Composite/Hydropillar
3386 Townsley Dr	1.5M Gallons	110' High x 80' Diameter	Composite/Hydropillar
6193 Striker Tank 1	90K Gallons	13' High x 21' Width x 44' Length	Concrete/Aeration
6193 Striker Tank 2	120K Gallons	14' High x 25' Width x 48' Length	Concrete/Aeration
8181 Snider Rd	1.5M Gallons	194' High x 80' Diameter	Composite/Hydropillar

**ORIGINAL** 



800-479-1558 (P) 800-238-0217 (F) www.midcodiving.com info@midcodiving.com



# Resolution

Number <u>22-1437</u>

Adopted Date September 27, 2022

APPROVE LICENSE AGREEMENT WITH THE STATE OF OHIO, DEPARTMENT OF NATURAL RESOURCES, FOR THE FORCE MAIN CLEANING – MORROW TO RIVERSBEND PROJECT

WHEREAS, the State of Ohio, through the Department of Natural Resources, Division of Parks and Watercraft, ("ODNR") by authority of Section 1546.02 of the Revised Code of Ohio, has undertaken the administration, management and use of certain lands belonging to the State of Ohio; known as Little Miami State Park; and

WHEREAS, this Board has deemed it necessary to obtain a License Agreement with the State of Ohio, Department of Natural Resources allowing the County to install, operate, and maintain an underground vault along ODNR's Little Miami State Park for the purpose of maintenance and operation of the County's existing 10-inch sanitary force main; and

WHEREAS, by and in accordance with the authority vested in the Director of the Department of Natural Resources under Section 1501.01 of the Revised Code of Ohio, the Director has determined that the installation, operation, and maintenance of said an underground vault and associated piping is in the public interest and deems the giving of this License advantageous to the State; and

NOW THEREFORE BE IT RESOLVED, to enter into a License Agreement with the State of Ohio for the aforementioned purpose, a copy of said agreement attached hereto and made a part hereof.

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

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones - yea

cc:

Resolution adopted this 27th day of September 2022.

**BOARD OF COUNTY COMMISSIONERS** 

Tina Osborne, Clerk

c/a – Ohio Department of Natural Resources

Water/Sewer (file) Recorder (certified)

#### STATE OF OHIO

#### DEPARTMENT OF NATURAL RESOURCES

PROJECT: Board of Commissioners Warren County, Ohio COUNTY: Warren County

AREA: Little Miami Trail NUMBER: PKS21-047

#### **LICENSE**

WHEREAS, the State of Ohio through the Department of Natural Resources, Division of Parks and Watercraft, ("ODNR") by authority of Section 1546.02 of the Revised Code of Ohio, has undertaken the administration, management and use of certain lands belonging to the State of Ohio; known as Little Miami State Park; and

WHEREAS, the Board of Commissioners Warren County, Ohio ("Licensee"), desires to install, operate and maintain an underground vault and associated piping upon, under, over, and across a 160' x 65' portion of said State land; and

WHEREAS, by and in accordance with the authority vested in the Director of the Department of Natural Resources under Section 1501.01 of the Revised Code of Ohio, the Director has determined that the installation, operation, and maintenance of said an underground vault and associated piping is in the public interest and deems the giving of this License advantageous to the State.

NOW, THEREFORE, this agreement for a License ("License") is made and entered into between the State of Ohio, acting by and through the Director, Department of Natural Resources (the "State" or "ODNR"), and the Board of Commissioners, Warren County, Ohio, whose mailing address is 406 Justice Drive, Lebanon, Ohio 45036 ("Licensee").

WITNESSETH: That ODNR in consideration of mutual benefit to both the State and Licensee as specified under Item Two below and the covenants and agreements hereinafter contained does hereby give unto the Licensee a License the right, privilege and authority to install, operate and maintain an underground vault and associated piping upon, under, over, and across a 160' x 65' portion of the ODNR owned property known as Little Miami Trail upon the following terms and conditions:

- 1. <u>Location</u>. The License to install, operate and maintain an underground vault and associated piping shall be within a strip of land approximately 160 feet in length and 65 feet in width. The portions of said State land affected by this License are situated in Warren County, Ohio. The exact is more particularly shown on Exhibit A, attached hereto and made a part hereof.
- 2. <u>Term and Consideration</u>. The initial term of this License shall be for a period of 25 years beginning on the "Effective Date" of this License, as defined below, and ending December 31, 2047. Consideration for the initial 25-year term of this License shall be the mutual benefit to both the State and Licensee. This License may be renewed for Three (3) additional 25-year renewal term upon mutual agreement of the parties.

- 3. Notice of Entry to ODNR. Prior to entry or any construction or maintenance under this License, the Little Miami State Park Manager shall be given two (2) business days' notice. This prior two business days' notice shall not apply in the event of an emergency, but Licensee shall notify the Little Miami Park Manager as soon as practicable after the emergency.
- 4. <u>Compliance with Laws</u>. Licensee must acquire all local, state, and federal permits required for use of this License.
- 5. <u>Liability</u>. A. ODNR and the State of Ohio shall not be liable for any claims for injury or damages arising from this License which are attributable to Licensee's own actions or omissions or those of its trustees, officers, employees, subcontractors, suppliers, third party agents or joint venturers while acting under this License. Such claims shall include any claims made under the Fair Labor Standards Act or under any other federal or state law involving wages, overtime or employment matters and any claims involving patents, copyrights, and trademarks. Nothing in this License shall be construed as a waiver of the sovereign immunity of ODNR or the State of Ohio.
  - B. Licensee shall bear all costs associated with defending ODNR and the State of Ohio against any claims.
  - C. In no event shall either party be liable to the other party for indirect, consequential, incidental, special or punitive damages, or lost profits.
  - D. In conjunction herewith, Licensee agrees, at its own cost, to procure and continue in force at all times that this License is in effect, in its name, general liability insurance against any and all claims for injuries to persons or damage to property occurring or arising out of Licensee's obligations set forth herein. Such insurance shall at all times be in an amount not less than One Million Dollars (\$1,000,000) on account of bodily injury to or death of one (1) person, and Two Million Dollars (\$2,000,000) on account of bodily injuries or death of more than one (1) person as a result of any one (1) accident or disaster, and Five Hundred Thousand Dollars (\$500,000) for property damage in any one (1) accident. Such insurance shall be written by a company or companies authorized to engage in the business of general liability insurance in the State of Ohio with an A.M. Best rating of at least "A" or be otherwise approved in writing by the Department... Prior to the effective date of this License, Licensee shall provide ODNR with a certificate reflecting the coverage of the policy, each in a form acceptable to the ODNR as to the limits of coverage. Licensee shall provide written notice to the Department no less than thirty (30) days prior to a cancellation, non-renewal, expiration, or material alteration of the coverage contained in any policy required hereunder and shall provide to ODNR evidence of continuing coverage of any required policy no less than thirty (30) days prior to its expiration.
- 6. Maintenance of Property. Licensee agrees to install, operate, and maintain underground vault and associated piping in a good and responsible manner for the purpose for which they are intended. ODNR shall have no responsibility for the installation, operation and maintenance of underground vault and associated piping. Licensee shall occupy and use the property subject to this License at its own risk and expense and ODNR, its officers, agents, and employees, shall not be liabile for

License Agreement between ODNR and Board of Commissioners Warren County, Ohio PKS21-047
Legal Contract ID#2022-0998

any claims for damage to property, or injury to, or death of, any person, entering upon the property subject to this License.

- 7. <u>Damage to the Property</u>. Licensee shall pay ODNR for any damage to the property covered by this License, which results from Licensee's use of the property. Licensee shall fully repair all damage, other than ordinary wear and tear, to fences, roads and trails caused by the Licensee in the enjoyment of this License.
- 8. <u>Change of Licensee's Address</u>. The Licensee shall immediately give written notification to the Ohio Department of Natural Resources, 2045 Morse Road, Building E-2, Columbus, Ohio 43229 in the event of any change in the Licensee's address.
- 9. <u>Termination</u>. This License may be terminated by ODNR upon the breach of any conditions contained herein by Licensee, or by giving written notice of cancellation to Licensee.
- 10. <u>Relocation</u>. Since the ownership of land by ODNR is exclusively for the purpose of providing services to the public, should the public interest ever require the use of the herein Licensed land for purposes which would render it either wholly or in part unserviceable for the herein Licensed use, then the Licensee shall move the conflicting portion or portions of the underground vault and associated piping without cost to ODNR to a location which will not interfere with public use, within six (6) months after notice in writing by ODNR of the necessity to do so.
- 11. Removal of Property. Upon the termination, in any manner whatsoever, of this License, and in the absence of an agreement to the contrary, the Licensee may, within twelve (12) months, remove all structures and other property which have been placed upon the premises by the Licensee, but upon failure to remove such structures and other property within such period, such structures shall become the property of ODNR. If at the end of such time the Licensee has not removed such property from the premises, ODNR may remove such property.
- 12. No Warranty of Title. It is mutually understood and agreed that ODNR does not warrant the title to the lands upon which the licensed property is located, and the rights, privileges, and authority granted herein shall be subject to any easements, rights-of-way, mineral reservations or other rights upon, over, across, or under said lands now outstanding in third persons. It is further understood and agreed that this License shall in no manner limit the right of ODNR, its nominees and assigns, to grant additional licenses of any kind whatsoever across and upon the lands affected by this License, so long as such additional licenses shall not interfere with the rights and privileges herein granted to the Licensee. ODNR also retains to itself, its nominees or assigns, the right to use said lands for its own purposes, so long as such use does not interfere with the rights and privileges herein granted.
- 13. <u>Nature of Interest.</u> The Licensee understands that this License merely gives Licensee the right to occupy the licensed property and that this License does not grant or convey to the Licensee any interest in the property.

- 14. <u>Assignment</u>. ODNR reserves the right to assign any or all of its rights or interests under the terms of this License, without the consent of the Licensee, to any individual, corporation, firm or other entity, public or private or any governmental agency, municipal, county, state or federal. The Licensee shall be notified of any such assignment. The Licensee shall have no right to assign this License in whole or in part.
- 15. <u>Certification of State Funds</u>. Obligations of the State are subject to the provisions of Section 126,07 of the Ohio Revised Code.
- 16. <u>Nondiscrimination</u>. There shall be no discrimination by Licensee based on gender, race, color, religion, ancestry, national origin, age, military status, handicap, or disability, as defined in Ohio Revised Code Section 4112.01.
- 17. Ethics/Conflicts of Interests Compliance. Licensee, by signature on this document, certifies that Licensee: (i) has reviewed and understands the Ohio Ethics Code and conflict of interest laws as found in Ohio Revised Code Chapter 102 and in Ohio Revised Code Sections 2921.42 and 2921.43, and (ii) will take no action inconsistent with those laws. The Licensee understands that failure to comply with Ohio's ethics and conflict of interest laws is, in itself, grounds for termination of this License and may result in the loss of other contracts or grants with the State of Ohio.
- 18. <u>Campaign Contributions</u>. The Licensee affirms that, as applicable to it, no party listed in Division (I) or (J) of R. C. Section 3517.13 of the Ohio Revised Code or spouse of such party has made, as an individual, within the two previous calendar years, one or more contributions totaling in excess of \$1,000.00 to the Governor or to his campaign committees.
- 19. <u>Findings for Recovery</u>. If the potential compensation to Licensee under this License exceeds \$25,000, Licensee warrants that it is not subject to an "unresolved" finding for recovery under R.C. 9.24. If this warranty is found to be false, this License is void ab initio and Licensee shall immediately repay to the ODNR any funds paid under this License.
- 20. <u>Effective Date</u>. The "Effective Date" of this License is the date that the later of Licensee or ODNR executes this License.
- 21. Entire Agreement/Waiver. This License states the entire agreement between the parties, and supersedes and replaces all oral and written representations, agreements, memoranda and correspondence between, by or for the parties relating to the premises, and shall be construed in accordance with and governed by the laws of Ohio. No amendment or modification of this License shall be binding unless made by written instrument of equal formality signed by both ODNR and the Licensee. Waiver by either party of performance by the other party of any of the provisions of the License shall not be construed as a waiver of any further right to insist upon full performance of the terms hereof.

License Agreement between ODNR and Board of Commissioners Warren County, Ohio
PKS21-047
Legal Contract ID#2022-0998

- 22. Severability. In the event that any one or more of the provisions, sections, words, clauses, phrases or sentences contained in this License, or the application thereof in any circumstance is held invalid, illegal or unenforceable in any respect for any reason, the validity, legality and enforceability of any such provision, section, word, clause, phrase or sentence in every other respect and of the remaining provisions, sections, words, clauses, phrases or sentences of this License, shall not be in any way impaired, it being the intention of the parties that this License shall be enforceable to the fullest extent permitted by law.
- 23. <u>Counterparts</u>. This License may be executed in any number of counterparts, each of which is considered an original. This License may be executed by each party upon a separate copy and attached to another copy to form one or more counterparts.
- 24. <u>Headings</u>. The headings in this License have been inserted for convenient reference only and shall not be considered in any questions of interpretation or construction of this License.

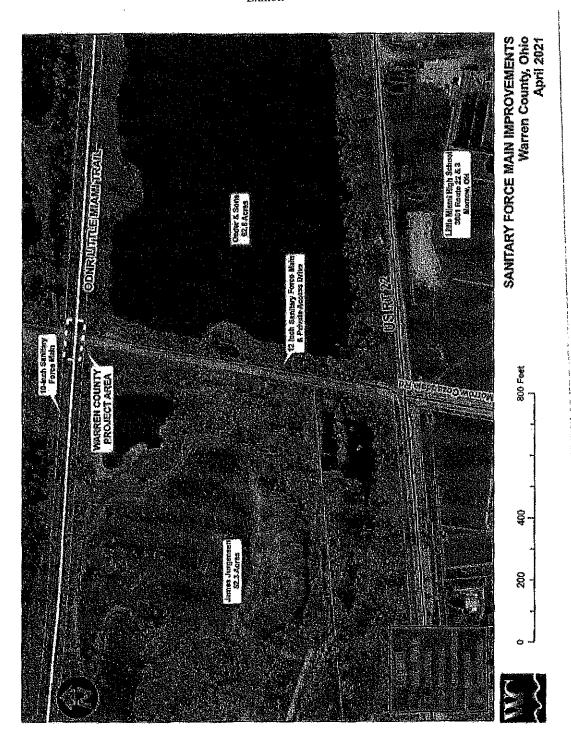
**Intentionally Left Blank** 

License Agreement between ODNR and Board of Commissioners Warren County, Ohio PKS21-047 Legal Contract ID#2022-0998

IN WITNESS WHEREOF, ODNR and the Licensee have caused this agreement to be executed by their duly authorized officers.

LICENSEE	
Board of Commissioners Warren County, Ohio	
By: / function of the Commissioner	
Tom Grossmann, Commissioner	
By Marin John	
Shannon Jones, Commissioner	
By:	
David G. Young, Commissioner	APPROVED AS TO FORM
David G. Toding, Commissioner	Tall Man
Date: 9.27.22	Me Color
	Adam M. Nice Asst. Prosecuting Attorney
	Asst. Prosecuting Actorney
STATE OF OHIO	
DEPARTMENT OF NATURAL RESOURCES	
By:	
By: MARY MERTZ, Director	
Date:	
APPROVED:	
ATTROVED:	
Ву:	
, Chief	•
Division of	
	•
Date:	
APPROVED AS TO FORM:	
21777100	•
DAVE YOST	
Ohio Attorney General	
pv.	
BY:Assistant Attorney General	
Assistant Anothey Ocherat	
Date:	

Exhibit "A"



#### CERTIFICATE OF COVERAGE THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE COVERAGE AGREEMENT BELOW Agency World Risk Management September 1, 2022 20 N. Orange Ave. St. 500 Orlando, FL, 32801 COVERED MEMBER COVERAGE TO MEMBER PROVIDED BY AGREEMENT WITH: Warren County Board of Commissioners COUNTY RISK SHARING AUTHORITY 209 EAST STATE STREET 406 Justice Dr. **COLUMBUS OHIO 43215** Lebanon, OH 45036 JOINT SELF INSURANCE POOL FORMED UNDER OHIO REVISED CODE CHAPTER # 2744 COVERAGES: THIS IS TO CERTIFY THAT THE AGREEMENT WHICH PUT COVERAGE IN EFFECT AS LISTED BELOW HAS BEEN ISSUED TO THE POOL MEMBER NAMED ABOVE FOR THE TIME PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE PROTECTION AFFORDED BY THE COVERAGE AGREEMENT DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH AGREEMENT. TYPE OF COVERAGE MEMBER NUMBER EFFECTIVE DATE EXPIRATION DATE LIMIT GENERAL LIABILITY INCLUDING 0920 5/1/2022 4/30/2023 \$1,000,000 ERRORS AND OMISSIONS LIABILITY AUTO LIABILITY INCLUDING 0920 5/1/2022 4/30/2023 \$1,000,000 OWNED, NON-OWNED, HIRED AUTOMOBILES PROPERTY INCLUDING ALL REAL AND 5/1/2022 4/30/2023 Per Schedules on File 0920 PERSONAL PROPERTY, AUTOMOBILES, AND EQUIPMENT OTHER EXCESS LIABILITY 0920 5/1/2022 4/30/2023 \$9,000,000 CRIME: EMPLOYEE DISHONESTY/FAITHFUL 0920 5/1/2022 4/30/2023 \$1,000,000 PERFORMANCE DESCRIPTION OF OPERATIONS\LOCATIONS\VEHICLES\SPECIAL ITEMS Certificate Holder is included as a Covered Party as defined in the CORSA Coverage Agreement with regard to the Little Miami Trail project, agreement #PKS21-047, but only with respect to General Liability coverage. . CERTIFICATE HOLDER CANCELLATION: SHOULD THE ABOVE DESCRIBED COVERAGE AGREEMENT BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING State of Ohio, Department of Natural Resources POOL WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE 2045 Morse Rd. CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL Building E-2

SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY

KIND UPON THE ISSUING POOL, OR ITS REPRESENTATIVES.

Adam Balls

AUTHORIZED REPRESENTATIVE

Columbus, Ohio 43229

# Resolution Number 22-1438

Adopted Date September 27, 2022

ENTER INTO A PROGRAM YEAR 2020 - 2023 CAREER SERVICES SUB-GRANT AGREEMENT WITH AREA 12 -BCW/WORKFORCE DEVELOPMENT BOARD

WHEREAS, During the Fiscal Monitoring by Real Workforce Solutions (Sharon Parry) it was noted there was not a current career services agreement with the counties of Butler, Clermont and Warren; and

WHEREAS, the Career Services agreement does not need to be procured; and

WHEREAS, Sharon Parry and Becky Ehling spoke with Ohio Department of Job & Family Services (Julie Wirt) where she advised the BCW/Workforce Development Board could enter into an agreement with the counties for the dates of July 1, 2020 to June 30, 2023; and

WHEREAS, the BCW/Workforce Development Board attorney has advised each county must have their own agreement; and

NOW THEREFORE BE IT RESOLVED, enter into a career services sub-grant agreement with the Area 12 -BCW/Workforce Development Board for the period July 1, 2020 to June 30, 2023; as attached hereto and made a part hereof.

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

Mr. Grossmann – yea

Mr. Young - yea

Mrs. Jones - yea

cc:

Resolution adopted this 27th day of September 2022.

**BOARD OF COUNTY COMMISSIONERS** 

Tina Osborne, Clerk

c/a—Area 12 Workforce Development Board Workforce Investment Board (file)

# PROGRAM YEAR 2020 AND 2023 SUB-GRANT AGREEMENT

# BETWEEN

# WORKFORCE INVESTMENT BOARD OF BUTLER|CLERMONT|WARREN

and

# Warren County

## THIS IS NOT AN AGREEMENT FOR RESEARCH AND DEVELOPMENT

DUNS# or UEI#	VK7ZTVZ8EE51
FEDERAL AWARD IDENTIFICATION # (FAIN)	
FEDERAL AWARD DATE	JULY 1, 2020, through Agreement duration
TOTAL FEDERAL AWARD	\$4,258,132.76
TOTAL AWARD TO THE SUB-RECIPIENT	\$1,154,431.03
FEDERAL AWARDING AGENCY	US DOL
CFDA#	17,258 – WIOA Adult
	17.278 – WIOA DW
PASS THROUGH ENTITY	ODJFS
CONTRACTING OFFICER	Rebecca Ehling
CONTACT INFORMATION	406 Justice Dr., Suite 301
	Lebanon, OH 45036
	Office 513-695-1895

**Sub-Grantee: Warren County** 

Contract # 20-2003

#### PROGRAM YEAR 2020/2023 SUB-GRANT AGREEMENT FOR CAREER SERVICES

This sub-grant agreement, entered into by and between **WORKFORCE DEVLOPMENT BOARD OF BUTLER|CLERMONT|WARREN** hereinafter referred to as BCW/Workforce, having its principal office at 406 Justice Dr., Suite 301 Lebanon, OH 45036 and the Area 12 Chief Elected Officials Consortium ("Consortium") AND the Chief Elected Officials of Sub-grantee **Warren County** ("Sub-Grantee"), having their principal office 406 Justice Dr., Lebanon, Ohio 45036 to begin on July 1, 2020 and to terminate June 30, 2023.

#### RECITALS

WHEREAS, BCW/Workforce and the Area 12 Consortium of Elected Officials and Sub-grantee wish to enter into a Subgrant Agreement to provide Title I Career Services under the Workforce Innovation and Opportunity Act of 2014 Pub. L. 113 – 128 (WIOA) to adults, dislocated workers and youth; and

WHEREAS, BCW/Workforce and the Area 12 Consortium of Elected Officials and Sub-grantee wish to also provide for Subgrantee to provide career and related services as may be required as a result of additional formula or discretionary grants awarded to Workforce Development Area 12 or to the BCW/Workforce; and

WHEREAS, at their meeting on September 1, 2022, the BCW/Workforce and the BCW/Workforce Consortium of Local Elected Officials approved entry into this Subgrant Agreement; and

WHEREAS, the parties wish to set forth the terms under which the parties shall work together to provide comprehensive, business-driven workforce development services in coordination with other partners providing such services throughout Area 12;

NOW THEREFORE, in consideration of the premises and the mutual covenants and obligations herein contained, and subject to the terms and conditions hereinafter stated, the parties hereto agree as follows:

### PURPOSE

- 1.1 The purpose of this Subgrant Agreement is to provide for the delivery of career and related services under an award of Workforce Innovation and Opportunity Act (WIOA) funds as well as other discretionary federal and state grant funds.
- 1.2 Subgrantee agrees to comply with the requirements of:
  - a. WIOA and administer their program in accordance with the applicable federal regulations at, 20 CFR 603, et seq, and
  - b. 2 CFR 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards), and
  - c. Any additional policies and procedures referenced in this document.
- 1.3 Any violation of fiscal policies and procedures, identified through monitoring, audit or self-reported, shall be resolved in coordination with and through procedures developed by the Area 12 Board.
- 1.4 The principles and procedures contained herein are subject to change in order to comply with any changes in federal or state policies.

#### ARTICLE II

### II. FISCAL AGENT AND ALLOCATION OF FUNDS

- 2.1 Warren County serves as the Fiscal Agent for all Area 12. Warren County has assigned certain duties to Salvatore Consiglio, CPA. (SC CPA)
- 2.2 Sub-grantee shall submit requests for funds to SC CPA via expenditures and accruals reported in CFIS Web WIOA Ledger Reporting ("CFIS Web WIOA LR"). In addition, Sub-grantee shall submit requests for funds in the CFIS Web WIOA state system. SC CPA shall be responsible for sending cash requests to the Ohio Department of Job and Family Services (ODJFS) and receiving electronic funds transfers for purposes of disbursement of the grant funds in accordance with the CFIS Web WIOA draw request. Sub-Grantee shall deposit its funds into a separate WIOA account/fund within their county.
- 2.3 Fiscal Agent through SC CPA shall track Sub-Grantee's expenditures against the allocation agreed to by the Area 12 Board and the Consortium of Elected Officials.
  - a. The area will operate on a cost-reimbursement system that is compliant with 2 CFR 200.305.

- b. When Sub-Grantee reaches its cap for the program year, SC CPA shall cease disbursing funds to Sub-Grantee. If Sub-Grantee is significantly under-spent, SC CPA shall contact Sub-Grantee to identify the reason for the under-spending and to assist Sub-Grantee to increase their expenditure levels and shall report to the Area 12 governing boards which may consider reallocation to other subgrantees within Area 12.
- 2.4 The Area 12 governing boards may allocate funding to Sub-Grantee under this agreement for any allowable workforce development purposes, including but not limited to WIOA formula funds, Comprehensive Case Management Employment Program (CCMEP), Temporary Assistance for Needy Families (TANF), Rapid Response (RR), National Emergency Grants (NEG) or National Dislocated Worker Grants (NDWG), Ohio Works Incentive Program (OWIP), Veterans programs, various other USDOL grants, Ohio Department of Job and Family Services (ODJFS) discretionary funds or other state programs, and other special project funds. Any such funds, less applicable Area 12 administrative costs, shall be transmitted to Sub-Grantee through the Area 12 SC CPA after an allocation notice stating the amount and the terms and conditions of the funding via the CFIS Web WIOA system has been sent to Sub-grantee.
- 2.5 These sub-grants are awarded with federal funding and, therefore, are dependent upon the continuing receipt of such funding. Should all federal and state funds be terminated, this sub-grant agreement shall terminate as of the date the funding expires without further obligation of the awarding entity.
- 2.6 Sub-grantee shall be awarded One Million, One Hundred Fifty-Four Thousand, Four Hundred Thirty-One and Three (\$1,154,431.03) for the period July 1, 2020, to June 30, 2023, for the conduct of the programs and grants described herein.

#### ARICLE III

#### III. DUTIES OF THE BCW/Workforce

- 3.1 The BCW/Workforce in consultation with the Consortium of Elected Officials shall be the awarding entity.
- 3.2 The BCW/Workforce shall be responsible for notifying Sub-Grantee of the amount of its grant(s) via an official allocation notice by distributing the funds through the CFIS Web WIOA system. Any change in the grant amount or terms shall be subject to the same procedure.

#### 3.3 The BCW/Workforce shall be responsible for:

- **a.** Planning and prepare a strategic direction for Area 12 that is compliant with WIOA and ODJFS requirements to:
  - i. Assess the general workforce needs of the area;
  - ii. Negotiate performance standards for the area with the state;
  - iii. Set goals and parameters for meeting performance standards and continuous improvement;
  - iv. Provide parameters to implement WIOA Adult, Dislocated Worker, and Youth programs, as well as non-formula projects;
  - v. Encourage and participate in regional planning efforts;
  - vi. Foster the sharing of best practices, including maintenance of a website containing information about the operation of WIOA and OhioMeansJobs center delivery system within Area 12; and
  - vii. Such other requirements and elements as contained in WIOA or other applicable federal and state legislation, polices, and guidelines.
- **b.** Developing and maintaining policies and processes for the following:
  - i. Administration of WIOA Programs in Area 12
  - ii. Public records requests
  - iii. Waivers to Area 12 policy and sub-grantee policy and process guidelines
  - iv. Record retention for a minimum of five (5) years following the close of the grant or if there is outstanding litigation associated with the grants until the litigation is resolved.
  - v. Conflict of interest policies
  - vi. Sensitive information and technological security policies
  - vii. Oversight and monitoring
  - viii. Complaint and hearing procedures

- ix. One-stop Memorandum of Understanding (MOU) including guidelines for what must be included in local MOUs
- x. Selection of a one-stop operator who shall facilitate coordination activities among the one-stop partners
- c. Financial Administration of WIOA Programs
  - i. Approve the allocation formula methodology for sub-grantees and administer the process for reallocation within Area 12
  - ii. Annual expenditure rate requirements
  - iii. Voluntary releases and reallocations or transfers of funds between Area 12's member counties
  - iv. Procurement, requests for proposals (RFP), and contracting guidelines
  - v. All property and equipment purchased with federal and state funds will be obtained, maintained, and liquidated according to the applicable federal and state laws as set forth in 2 CFR 200.33, 200.313, 200.314, and 2 CFR 200.439 as applicable.
  - vi. Preparing the budget for local Area 12
  - vii. Ensuring cash management principles are followed
  - viii.Being responsible for grant closeout procedures, as required by WIOA and ODJFS

#### d. Audits

- BCW/Workforce staff shall be responsible for audit resolution in conjunction with SC CPA and Sub-Grantee.
- ii. Perform audits to ensure compliance with all applicable federal, state, local laws, and board policies
- iii. Provide audit resolution assistance and technical assistance necessary to resolve compliance findings related to federal, state, or local funds.

- **e.** Monitoring as follows:
  - Oversight and monitoring of the Adult, Dislocated Worker, and Youth programs
  - ii. Oversight and ,monitoring of the entire OhioMeansJobs center delivery system
  - Oversight and monitoring of discretionary workforce grants awarded to the BCW/Workforce and allocated or sub granted to subgrantee
  - iv. Review monthly activity and monitoring reports
  - v. Provide for desk reviews and oversee any necessary corrective action
  - vi. Perform monitoring to ensure compliance with all applicable federal, state, local laws, and board policies
  - vii. Instances of continuing noncompliance with program, fiscal, or policy requirements may result in withholding of funds from Sub-Grantee by agreement of the BCW/Workforce and the Consortium. Any such proposed action would be subject to redress through a dispute resolution process.
- f. Policies Regarding Programs, Services, and Activities for WIOA Adults and Dislocated Workers such as but not limited to:
  - i. Rapid Response and/or funding special or non-formulary projects
  - ii. Definitions relevant to WIOA Adult and Dislocated Worker eligibility, including any self-sufficiency income test
  - iii. Career services, including supportive services
  - iv. Training services, including Individual Training Accounts (ITA) and On-the-Job Training (OJT)
  - v. Follow-up and post placement services
  - vi. The WIOA Adult Priority of Services
  - vii. Veterans' priority of service
  - viii. Eligible training providers

- ix. Policies Regarding Programs, Services, and Activities for WIOA Youth
- x. Definitions relevant to Youth for eligibility purposes
- xi. Youth work experience, including the requirements in WIOA for at least 25 percent of WIOA Youth funds to be spent on work experiences
- xii. Youth provider procurement and approval processes
- xiii. Guidance for OhioMeansJobs centers
- xiv.Information, technical assistance, and best practices to assist in continuous improvement efforts
- xv. Ensure that OhioMeansJobs centers are certified, maintained, and managed; as well as assess physical and programmatic accessibility in accordance with section 188 of WIOA and any applicable provisions of the Americans with Disabilities Act of 1990
- g. Policies Related to Employer Services and Business Relations Services
  - i. Incumbent Worker Training (IWT)
  - ii. Processing job orders
  - iii. The use of OhioMeansJobs.com as a business tool
  - iv. Referral of business inquiries
  - v. Coordination for business inquiries which affect more than one Sub-Grantee
  - vi. Network with various contacts to further best practices

#### ARTICLE IV

#### IV. DUTIES OF SUB-GRANTEE

- 4.1 Sub-Grantee will be responsible for establishing and operating comprehensive workforce development activities, in accordance with the guidelines established by the BCW/Workforce and WIOA.
  - a. Subgrantee shall oversee the management of the OhioMeansJobs center.

- b. Sub-Grantee will carry out these duties in coordination with legislative one stop and community partners and as requested by the BCW/Workforce negotiate MOUs with local partners and submit to the Area 7 for approval.
- c. Funds provided under this agreement shall be expended in accordance with all applicable federal statutes, regulations, terms, and conditions of the subawards, policies, including those of WIOA, and directed toward achieving the negotiated federal, state, and local area performance levels.
- d. Subgrantee shall establish and operate a WIOA-compliant workforce development system, which provides services to the community pursuant to WIOA, as well as to eligible individuals and employers.
- e. Subgrantee shall develop, submit, and monitor workforce development plans as required by the BCW/Workforce.
- f. Subgrantee shall administer Training Accounts (including OJTs) and Support Accounts within the guidelines established by ODJFS and the BCW/Workforce, including the posting of all training and support accounts, as well as any expenses identifiable to an individual participant, in CFIS Web WIOA Client Tracking ("CFIS Web WIOA CT") or other required data system in place at the time.
  - i. Subgrantee shall utilize ODJFS's training provider system Workforce Inventory of Education and Training (WIET) for training accounts.
  - ii. Subgrantee shall only enroll participants into programs listed on BCW/Workforce's Eligible Training Providers List.
- g. Subgrantee shall follow established procedures and policies for approving and identifying eligible training providers, including WIOA Youth program providers as appropriate.
- h. Subgrantee shall provide information for sharing best practices within Area 12.
- i. Subgrantee shall provide services to employers and job seekers as required under WIOA, including the tracking of self-service and universal customers, via CFIS OMJ Module or other required data system in place at the time.
- j. Subgrantee shall report expenses paid using funds passed to Sub-Grantee by the BCW/Workforce for individual participants and non-participant ("n/a") costs in CFIS Web WIOA CT and LR, and report to SC CPA through CFIS Web WIOA.

k. Subgrantee shall cooperate in the ODJFS complaint and appeals process regarding eligibility for services or terms and conditions of services rendered as required under WIOA.

#### 4.2 Performance

- a. Sub-Grantee shall meet or exceed the negotiated WIOA federal performance measures. The BCW/Workforce and Consortium of Elected Officials will review Sub-Grantee performance on a quarterly basis and provide technical assistance.
- b. If Sub-Grantee fails to meet any standard for the program year, Sub-Grantee shall develop a corrective action plan and shall work with BCW/Workforce staff to resolve any performance issues.
- 4.3 Subgrantee shall be responsible for establishing a system of internal controls that include a separation of duties as it applies to the management of grant funds. Subgrantee shall:
  - I. Perform self-monitoring to ensure compliance with all applicable federal, state, local laws, and board policies.
  - II. Cooperate in the performance of an annual risk assessment based upon monitoring requirements established by ODJFS
  - III. Cooperate with BCW/Workforce staff to provide information and documentation necessary to resolve audit findings.
  - IV. Provide information and cooperate with BCW/Workforce and ODJFS monitoring activities, including reporting performance activity, as required by federal law through the statewide reporting system.
  - V. Provide a corrective action plan within 60 days of the identification of any deficiencies and take such corrective action as necessary to cure the deficiencies related to the programs or funds awarded.
  - VI. Provide ODJFS, BCW/Workforce, DOL, or the Comptroller General of the United States access to records as may be requested.
- VII. Retain all records as specified in 2 CFR 200.333, WIBBCW and ODJFS policy.
- VIII. Adhere to all-applicable property management and equipment standards as set forth in 2 CFR 200.311 and 2 CFR 200.313.

- 4.4 Subgrantee shall adhere to and comply with the following fiscal requirements
  - a. Ensure grant funds are expended within the period of performance set by the grant funding stream awards and as needed and as may be agreed to by all the County members of the consortium participate in a reallocation process of WIOA funds within Area 12.
  - b. Apply an indirect cost rate if negotiated or other approved cost allocation methodology to funds received in accordance with 2 CFR 200.414.
  - c. Follow systems, policies, and procedures for receipt, expenditure, tracking, and reporting of WIOA funds in CFIS Web WIOA CT and LR, as well as CFIS Web WIOA.
  - d. Program income shall be identified and spent only on allowable activities relating to the program under which the income was generated.
  - e. Procurement in a manner consistent with federal, state, and Area 12 requirements.
  - f. Provide or assist BCW/Workforce in providing financial and program reports as required by ODJFS
  - g. Comply with cost allocation requirements.
  - h. Comply with matching requirements applicable to program activities.
  - i. Comply with closeout requirements.
  - j. Comply with all BCW/Workforce fiscal policies and procedures.

#### ARTICLE V

#### V. Definitions

- 5.1 "Agreement" or "Contract" means a legal instrument for the purchase of property or services needed to carry out the project or program under a federal award.
- 5.2 "Corrective action" means action taken by the following a complaint, monitoring finding or audit finding that:
  - a. Corrects identified deficiencies;
  - b. Produces recommended improvements; or

- c. Demonstrates that monitoring or audit findings are either invalid or do not warrant additional corrective action.
- 5.3 "Federal award" means the federal financial assistance that Area 7 receives directly from the federal awarding agency or ODJFS. All federal awards issued are assigned a single number in the catalog of federal domestic assistance (CFDA).
- 5.4 "Federal award date" means the date when the federal award is signed by the authorized official of the federal awarding agency.
- 5.5 "Internal control" means a process designed to provide reasonable assurance regarding the achievement of objectives in the following categories:
  - a. Effectiveness and efficiency of operations;
  - b. Reliability of financial reporting for internal and external use; and
  - c. Evaluating and monitoring compliance with applicable laws and regulations.
- 5.6 "Pass-through entity" means a non-federal entity that provides a subaward to a subrecipient to carry out part of a federal program. ODJFS is the pass through entity for Area 12.
- 5.7 "Single audit" means an audit that includes both the entity's financial statements and the federal awards as described in 2 C.F.R. part 200 for entitles which expend seven hundred fifty thousand dollars or more during the entity's fiscal year in federal awards or subawards.
- 5.8 "Subaward" means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a federal award. It does not include payments to a contractor or payments to an individual who is a beneficiary of a federal program. A subaward may be provided through any form of a legal agreement, including an agreement that the pass-through entity considers a contract.
- 5.9 "Subgrantee" means an entity that receives a sub award.
- 5.10 "Subgrant agreement" is the grant agreement or legal instrument by which the BCW/Workforce and the Consortium of Elected Officials issues a subaward to a sub-recipient.

#### **ARTICLE VI**

#### VI. GENERAL TERMS

- 6.1 Insurance. Sub-grantee shall confer with their County Risk Management and shall purchase such insurance as is necessary to limit and cover any liability exposure they may have as a result of the award of the sub-grants.
- 6.2 Disputes. Any dispute which cannot be resolved between the BCW/Workforce and Sub-Grantee shall be submitted to the Area 12 Consortium of Chief Elected Officials which shall issue a written decision. If any party is not satisfied with the decision, either may seek the services of the Ohio Commission on Dispute Resolution. Parties shall make a good faith effort to mediate and resolve disputes informally prior to accessing formal channels of dispute resolution.
- 6.3 Vested Powers All powers not explicitly vested in the Sub-grantee by this Subgrant Agreement will remain with BCW/Workforce.
- 6.4 Sub-grantee shall comply with Maintenance of Effort Requirements
- 6.5 Sub-grantee shall not participate in unallowable, fraudulent or criminal activities
- 6.6 Notice shall be provided to the Sub-grantee Chief Elected Official at the address identified in the first paragraph of this sub-grant agreement. Notice shall be sufficient when hand delivered or mailed to the other party.

#### 6.7 Amendments.

If either Sub-grantee or BCW/Workforce wishes to modify, change, or amend this Sub-grant Agreement, the proposed changes shall be submitted to the other party in accordance with the Notice section under this Sub-grant Agreement. No such change shall be effective until a formal amendment to this Sub-grant Agreement is executed by both parties.

#### 6.8 Termination

- a. This Agreement may be terminated for convenience by either party upon 30 days written notice to the other party. Sub-grantee shall be paid for expenses incurred through the date of termination.
- b. This Agreement may be terminated for cause in the event of:
  - i. A breach of any of the terms or conditions under this sub-grant agreement; or

- ii. A violation of the rules and regulations applicable to the sub-grants.
- c. In the event of a termination for cause a notice of the violation shall be provided in writing to the sub-grant recipient. The sub-grant recipient shall have thirty days to provide a corrective action plan acceptable to the BCW/Workforce and the Consortium of Elected Officials. If a plan is not provided within the thirty (30) day period termination shall be effective on the thirtieth (30th) day and the WIBBCW and Consortium of Elected Officials shall not be obligated for further payments.
- 6.9 In addition to WIOA and other federal authorizing legislation for grants received Sub-grantee shall comply and adhere to the following applicable laws:
  - a. Maintaining g a Drug Free Workplace
  - b. Not contract with any entity on the Federal Debarment and Suspension List and Sub-grantee certifies they are not on the Federal Debarment and Suspension List.
    - i. Sub-grantee shall not contract with corporations with felony criminal convictions P.L. 115-141, Division E, Title VII, Section 746.
    - ii. Sub-grantee shall not contract with corporations with unpaid tax liability P.L. 115-141, Division E, Title VII, Section 745.
  - c. Sub-grantee shall not use funds available under this for any Lobbying Activities and shall adhere to the Hatch Act and the Byrd Anti-Lobbying Amendment 31 U.S.C. 1352
  - d. Sub-grantee shall comply with the laws applicable to prohibiting Environmental Tobacco Smoke
  - e. Sub-grantee shall comply with Executive Order 11246, Equal Employment Opportunity, Nondiscrimination and EEO.
    - Sub-grantee agrees to comply with Title VI of the Civil Rights Act of 1964, (42 U.S.C. 2000d et seq.) as amended.
    - ii. Sub-grantee shall comply with the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.).
    - iii. Sub-grantee shall comply with section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), as amended.

- iv. Sub-grantee shall to comply with applicable provisions of the Americans with Disabilities Act (42 U.S.C. § 12101 et seq.).
- f. Sub-grantee shall comply with the Buy American Act.
- g. Sub-grantee shall comply with WIOA participant record privacy and confidentiality requirements and shall comply with Title IX of the Education Amendments of 1972, as amended
- h. Sub-grantee shall comply with the Clean Water Act and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 1387
- i. Sub-grantee shall comply with the Copeland Anti-Kickback Act (18 U.S.C. 874 and 40 U.S.C. 3145 and 29 C.F.R. part 3).
- j. Sub-grantee shall comply with the Davis-Bacon Act as amended (40 U.S.C. 3141 - 3148 and 29 C.F.R. part 5)
- k. Sub-grantee shall not use the funds under this sub-grant agreement for religious activities.
- I. Sub-grantee shall comply with Contract Work Hours and Safety Standards Act (40 U.S.C. 3701 3708 and 29 C.F.R. part 5)
- m. Sub-grantee shall comply with the Rights to Inventions (37 C.F.R. 401)
- n. Sub-grantee shall comply with the prohibition on certain telecommunications and video surveillance services or equipment. As described in 2 CFR §200.216
- Sub-grantee shall comply with the Immigration and naturalization service regulations for employers and employees\_Public Law 107 -124 and 107-125
- p. Sub-grantee shall comply with anti-trafficking laws. 22 U.S.C. 7102 et seq.
- q. Sub-grantee shall comply with the WIOA relocation prohibitions as they apply to work based training
- r. Sub-grantee shall comply with collective bargaining agreements and shall not use funds under this sub-grant to promote or deter union organizing,
- s. Sub-grantee shall comply with WIOA and Ohio Ethics and Conflict of Interest provisions

- t. Sub-grantee shall comply with all requirements of the Federal award. This includes the provisions of FFATA, and limits on executive compensation. 2 CFR parts 25 and 170. See also statutory requirements for whistleblower protections at 10 U.S.C. 2409, 41 U.S.C. 4712, and 10 U.S.C. 2324, 41 U.S.C. 4304 and 4310
- u. Sub-grantee shall comply with Disaster Recovery Plans.
- v. Sub-grantee shall indemnify the BCW/Workforce and the Consortium of Elected Officials to the extent permitted under Ohio Law and may purchase such insurance as is necessary to provide the indemnification and to limit the liability of Sub-grantee.

This agreement is retroactive to July 1, 2020, and shall be in effect for three (3) years, through June 30, 2023 unless otherwise amended prior to the expiration date.

Sub-Grantee: Warren County

#### Contract # 20-2003

## PROGRAM YEAR 2020 AND 2023 SUB-GRANT AGREEMENT. SIGNATURE PAGE

Commissio	ner Shan	non Jones	- President
Warren Cou	inty Tom	6053m	nann

Sub-Grantee Local Elected Official

Warren County Prosecutor

Commissioner David Golden - Vice President

Warren County Shahan Tones
Sub-Grantee Local Elected Official

Commissioner Tem Grossmann Member

Warren County David G. Young

Sub-Grantee Local Elected Official

APPROVED AS TO FORM

Adam M. Nice Asst. Prosecuting Attorney

Ron Rohlfing - Board Obair

BCW/Workforce - Area 12

Becky Ehling - Executive Director

BCW/Workforce - Area 12

APPROVE MOTION FOR BCW/WORKFORCE TO ENTER INTO CAREER SERVICE AGREEMENTS WITH EACH OF THE INDIVIDUAL COUNTIES OF BUTLER, CLERMONT AND WARREN FOR THE DATES OF JULY 1, 2020, TO JUNE 30, 2023.

WHEREAS, During the Fiscal Monitoring by Real Workforce Solutions (Sharon Parry) it was noted there was not a current career services agreement with the counties of Butler, Clermont and Warren; and

WHEREAS, The Career Services agreement does not need to be procured; and

WHEREAS, Sharon Parry and Becky Ehling spoke with Ohio Department of Job & Family Services (Julie Wirt) where she advised the BCW/Workforce could enter into an agreement with the counties for the dates of July 1, 2020 to June 30, 2023; and

WHEREAS, The BCW/Workforce attorney has advised each county must have their own agreement; and

NOW THEREFORE BE IT RESOLVED that the BCW/Workforce CEO, CEO Proxy and Full Board, does hereby approve entering into separate Career Services agreements for each county of Butler, Clermont and Warren Counties for the date range of July 1, 2020, to June 30, 2023.

Commissioner David Painter. moved for adoption of the foregoing resolution with the wording of LE (late entry) after signature on the agreement, being seconded by Mr. Andreas Brockman. Upon verbal call of the roll, the following vote resulted:

All -yes None -no None - abstain

Resolution adopted this 1st day of September 2022.

BCW/Workforce CEO/Full Board

Becky Ehling + Executive Directo

BCW/Workforce file

## Resolution

Number <u>22-1439</u>

Adopted Date September 27, 2022

APPROVE AMENDMENT TO CONTRACT FOR PROFESSIONAL SERVICES AGREEMENT WITH DIMALANTA DESIGN GROUP AND THE WORKFORCE DEVELOPMENT BOARD OF OHIO'S 12<sup>TH</sup> LOCAL WORKFORCE DEVELOPMENT AREA

WHEREAS, pursuant to Resolution 22-0023, BCW/Workforce entered into a Professional Service Agreement with Dimalanta Design Group to provide Professional Services for the Area 12 Workforce Development Board; and

WHEREAS, the Board of County Commissioners and Dimalanta Design Group mutually agree to amend said services for a project delivery date of June 30, 2023, as outlined in in the amendment contract to promote the digital push for BCW/Workforce; and

NOW THEREFORE BE IT RESOLVED, that the Board of Warren County Commissioners, on behalf of the Area 12 Workforce Development Board, does hereby approve the amendment to the contract between BCW/Workforce and Dimalanta Design Group, as attached hereto and made a part hereof.

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

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

Resolution adopted this 27th day of September 2022.

**BOARD OF COUNTY COMMISSIONERS** 

Tina Osborne, Clerk

cc: c/a – Dimalanta Design Group

Area 12 Workforce Development Board (file)

#### **CONSULTANT AGREEMENT NO. 22-100?**

#### between

#### The WORKFORCE DEVELOPMENT BOARD OF BUTLER I CLERMONT I WARREN

and

**DIMALANTA DESIGN GROUP** 

Pursuant to the Steven's Amendment
Consolidated Appropriations Act of 2018, Pub. L No. 115- 141, 132 Stat. 348, div.
H, Title V, Sec. 505
(Mar. 23, 2018)

- 1. The percentage of the total costs of the program or project which will be financed with Federal money is 100 percent.
- 2. The dollar amount of Federal funds for the project or program is \$115,000
- 3. The percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources is 0 percent

**CONSULTANT AGREEMENT NO. 22-0023** 

This Contract is made and entered into by and between The WORKFORCE DEVELOPMENT BOARD OF BUTLER|CLERMONT|WARREN, hereinafter referred to as BCW/Workforce, with its principal place of business located at, 406 Justice Drive, Lebanon, Ohio 45036 and the DIMALANTA DESIGN GROUP with its principal place of business located at 9 N Broadway St Suite C, Lebanon, OH 45036, (hereinafter referred to as the "Contractor" and collectively as "the Parties" to begin July 19, 2022, the day this Agreement was approved by the BCW/Workforce Development Board.

#### RECITALS

WHEREAS, the BCW/Workforce issued a Request for Quotes (RFQ) for the provision of workforce outreach services; and,

WHEREAS, CONTRACTOR responded to the RFQ; and

WHEREAS, CONTRACTOR was selected to provide the services; and,

WHEREAS, the BCW/Workforce entered into a Contract with Contractor; and,

WHEREAS, funding has become available for additional services; and

WHEREAS, the BCW/Workforce desires to contract for additional services:

NOW THEREFORE, in consideration of the premises and the mutual covenants and obligations herein contained, and subject to the terms and conditions hereinafter stated, the parties hereto agree as follows:

#### 1. Engagement and Services

- (a) <u>Engagement</u>. BCW/Workforce hereby engages the Contractor to provide and perform the services set forth in Exhibit A attached hereto (the "Services"), and the Contractor hereby accepts the engagement.
- (b) <u>Standard of Services</u>. All Services to be provided by Contractor shall be performed with promptness and diligence in a professional manner and at a level of proficiency to be expected of a consultant with the background and experience that Contractor has represented it has. BCW/Workforce shall provide access to its County OhioMeansJobs directors, and program information, as may be reasonably required in order to allow for Contractor to perform the services described in Exhibit A.
- (c) Representation and Warranty. Contractor represents and warrants to that it is under no contractual or other restrictions or obligations which are inconsistent with the execution of this Agreement or which will interfere with the performance of the Services.
- (d) Contractor agrees to perform projects and tasks not listed in EXHIBIT A in place of DIMALANTA AMENDMENT 2022/23

a project or task listed in Exhibit A upon request of the BCW/Workforce.

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

#### 2. Period for Performance

(a) <u>Commencement and Renewal</u>. This Agreement shall commence on the Effective Date and shall remain in effect through June 30, 2023, ending period of BRN Grant.

#### (b) Termination.

- (i) This Agreement may be terminated by either Party for convenience by giving the other party thirty (30) calendar days written notice of such termination.
- (ii) This Agreement may be terminated in the event of a violation of the terms of this Agreement by either Party which the Party has failed to cure within five (5) business days after receipt of written notice by the other Party.
- (iii) This Agreement may be terminated in the event of (1) the death or physical or mental incapacity of Contractor or any key person performing services on its behalf as a result of which Contractor or such key person becomes unable to continue the proper performance of the contracted services, (2) an act of gross negligence or wilful misconduct of a Party, or (3) the insolvency, liquidation or bankruptcy of a Party.
- (c) In the event of the occurrence of an action as described in paragraph 2(b) above this Agreement may be immediately terminated upon receipt of written notice which shall be deemed to have been delivered if hand delivered or dispatched by electronic facsimile transmission (with receipt thereof confirmed electronically), or one business day after having been sent for next-day delivery by a nationally recognized overnight courier service, addressed to the Contractor at the address shown in the introductory paragraph of this Agreement.
- (d) <u>Effect of Termination</u>. Upon the effective date of termination of this Agreement, all legal obligations, rights and duties arising out of this Agreement shall terminate except for such legal obligations, rights and duties as shall have accrued prior to the effective date of termination and except as otherwise expressly provided in this Agreement.
- (e) In the event of termination Contractor shall be paid through the date of termination.

#### 3. Consultant Fee and Expenses

(a) <u>Fee</u>. In consideration of the Services to be rendered hereunder BCW/Workforce shall pay Contractor Eleven Thousand Five Hundred Dollars (\$11,500) a month for a

total fee of One Hundred Fifteen Thousand dollars (\$115,000) for the ten month period of September 1, 2022 through June 30, 2023 for the services to be provided as described in EXHIBIT A.

- (b) Payment. Contractor shall submit a monthly invoice to BCW/Workforce detailing the Services performed during the preceding month and the amount due. The invoice shall include the hourly rate of staff providing services and the number of hours devoted to this Contract. To the extent that the hours and hourly rate do not total Eleven Thousand Five Hundred Dollars a month (\$11,500), Contractor shall be paid for actual time reported. Contractor shall not incur billings for hours in excess of Eleven Thousand Five Hundred Dollars a month (\$11,500) a month without written approval from the BCW/Workforce Executive Director.
- (c) All invoices shall be paid within thirty days of receipt of the invoice by BCW/Workforce.

#### 4. Work Product and License

- (a) <u>Defined</u>. In this Agreement the term "Work Product" shall mean all work product generated by Contractor solely or jointly with others in the performance of the Services, including, but not limited to, any and all information, notes, material, drawings, contact lists, program schedules, and other documents assembled in organizing and delivering the products and services contracted for under this Agreement.
- (b) Ownership. Contractor does hereby assign to BCW/Workforce all right, title and interest in and to the Work Products. All Work Product shall be the sole and exclusive property of the BCW/Workforce and Contractor will not have any rights of any kind whatsoever in such Work Products.
- (c) Previous Contract. Items due under the previous contract but not yet performed shall be carried over to this agreement. The amount carried forward from the previous Agreement totals Sixty-Two Thousand, Five Hundred dollars (\$62,500) which shall be used to pay for the items originally agreed to in the initial agreement.

#### 5. Interference with Business

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

#### 6. Indemnification

Contractor shall at all times hereafter indemnify, hold harmless and, at BCW/Workforce's option, defend or pay for an attorney selected by the Warren County Attorney to defend BCW/Workforce, the Consortium of Elected Officials its officers,

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

#### 7. Insurance

- (a) Contractor shall maintain at its sole expense liability insurance covering the performance of the services by Contractor. Such insurance coverage shall have limits and terms reasonably satisfactory to BCW/Workforce, and BCW/Workforce may require Contractor to provide BCW/Workforce with a certificate of insurance evidencing such coverage.
- (b) The policy or policies of insurance required by this Agreement must be issued by an insurer licensed to do business in the State of Ohio. If the carrier is a non-admitted carrier in the State of Ohio, BCW/Workforce retains the right to approve or reject the carrier after a review of the company's performance and financial ratings. The policy or policies of insurance maintained by the Contractor shall provide the minimum limits and coverage as applicable to this project as set forth below:

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

(c) BCW/Workforce shall retain the right at any time to review the coverage, form and amount of the insurance required hereby (as described above). If, in the opinion of BCW/Workforce, the insurance provisions in this Agreement do not provide adequate protection for BCW/Workforce, BCW/Workforce may, by providing Contractor at least sixty (60) days written notice, require Contractor to obtain insurance sufficient in

coverage, form and amount to provide adequate protection. BCW/Workforce requirements shall be reasonable and shall be designed to assure protection from and against the kind and extent of risks which actually exist at the time a change in insurance is required.

- (d) Each insurance policy required by this Agreement shall be endorsed to provide for the following:
  - (i) Insurance shall not be changed, canceled, limited in scope of coverage or non-renewed until after 30 days written notice has been given to BCW/Workforce. If a 30-day notice of cancellation endorsement is not received, the cancellation clause must include language as follows:

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

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

#### 8. Independent Contractor

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

#### 9. Force Majeure

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

#### 10. Assignment

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

#### 11. Governing Law and Dispute Resolution

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

#### 12. Miscellaneous

- (a) Provisions of this Agreement, which by their terms extend beyond the termination or non-renewal of this Agreement will remain effective after termination or non-renewal.
- (b) This Agreement and the exhibits attached to it contain the entire understanding between the parties and no provision of this Agreement may be amended or waived unless agreed to in a writing signed by the parties.
- (c) Each provision of this Agreement will be considered severable, such that if any one provision or clause conflicts with existing or future applicable law (or may not be given full effect because of such law), no other provision that can operate without the conflicting provision or clause will be affected.
- (d) In the discharge of Contractor's duties, Contractor agrees to adhere to all federal and state equal employment opportunity laws as applicable.
- (e) All powers not explicitly vested in the Contractor by this Agreement will remain with BCW/Workforce.
- (f) The failure of a party to enforce the provisions of this Agreement will not be a waiver of any provision or the right of such party thereafter to enforce each and every provision of this Agreement.
- (g) Any notice or other communication shall be deemed to have been delivered if hand delivered or dispatched by electronic facsimile transmission (with receipt thereof confirmed electronically), or one business day after having been sent for next-day delivery by a nationally recognized overnight courier service, addressed to the Contractor at the address shown in the introductory paragraph of this Agreement.
- (h) Contractor certifies that it is in compliance with the Drug Free Workplace Act of 1988

and all state and federal implementing regulations.

- (i) Contractor warrants that it is licensed to do business in the State of Ohio as an Ohio corporation and has duly filed all appropriate documents with the State of Ohio and is licensed to do business in the County in Ohio in which Contractor offices are located.
- (j) In general Contractor shall keep copies of all records, accounts, and documents pertaining to the operation of this Agreement or any amendment hereto for not less than five (5) years following the expiration of this Agreement. However, if any audit, claim, litigation, negotiation or other action involving this Agreement or amendment hereto has been started before the expiration of the five (5) year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular five (5) year period, whichever is later.
- (k) Contractor warrants that they have not employed any person to solicit or secure this agreement through any agreement for a commission, percentage, brokerage, or contingent fee. Contractor agrees and understands that no officer, employee or agent of the Contractor shall tender, or solicit gratuities, favors or anything of monetary value from any actual or potential sub-contractor or employer or from any staff person or elected official connected with BCW/Workforce or its governing boards. Breach of this warranty shall give BCW/Workforce the right to terminate this Agreement, or, at its discretion to deduct from the Contractor's fee the amount of such commission, percentage, brokerage, or contingent fee.
- (I) Any amendment of this Agreement must refer to this Agreement and be attached hereto and made a part of the contracting file(s), documents and papers. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by BCW/Workforce and Contractor.
- (m) Either party may, before or during the conduct of services, request changes in the scope of services to be performed under this contract. Such changes, including any increase or decrease in the services to be rendered or in the amount of Contractor's compensation, which are mutually agreed upon and in writing by and between BCW/Workforce and the Contractor, shall be incorporated by written amendments into this Agreement.

#### 13. General

Prohibition on certain telecommuting and video surveillance services or equipment 2 CFR 200.216

- a. Recipients and sub recipients are prohibited from obligating or expending loan or grant funds to:
  - 1. Procure or obtain

- 2. Extend or renew a contract to procure or obtain; or
- 3. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in <u>Public Law 115-232</u>, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any <u>subsidiary</u> or affiliate of such entities).
  - i. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
  - il. Telecommunications or video surveillance services provided by such entities or using such equipment.
  - iii. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country."
- b. In implementing the prohibition under <u>Public Law 115-232</u>, section 889, subsection (f), paragraph (1), heads of executive agencies administering <u>loan</u>, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.
- c. Statutory and national policy requirements 2 CFR 200.300
  - i. The Federal awarding agency must manage and administer the Federal award in a manner so as to ensure that Federal funding is expended and associated programs are implemented in full accordance with the U.S. Constitution, Federal Law, and public policy requirements: Including, but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination. The Federal awarding agency must communicate to the non-Federal entity all relevant

public <u>policy</u> requirements, including those in general appropriations provisions, and incorporate them either directly or by reference in the terms and conditions of the <u>Federal award</u>.

ii.The <u>non-Federal entity</u> is responsible for complying with all requirements of the <u>Federal award</u>. For all Federal awards, this includes the provisions of FFATA, which includes requirements on executive compensation, and also requirements implementing the Act for the <u>non-Federal entity</u> at <u>2</u> CFR parts <u>25</u> and <u>170</u>. See also statutory requirements for whistleblower protections at <u>10 U.S.C. 2409</u>, <u>41 U.S.C. 4712</u>, and <u>10 U.S.C. 2324</u>, <u>41 U.S.C. 4304</u> and <u>4310</u>.

This Agreement constitutes the entire agreement of the Parties and supersedes all prior understandings and instruments on such subject. This Agreement may not be modified other than by a written instrument executed by duly authorized

#### **EXECUTION PAGE**

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

Signed for and on behalf of

**BCW/Workforce** 

Name: Becky Filling Title: Executive Director

Date: 99122

Signed for and on behalf of Dimalanta Design Group

Name: Ernie Dimalanta

Title: Owner

#### **EXECUTION PAGE**

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

Signed for and on behalf of

BCW/Workforce

By: Blow Mame: Becky Shling
Title: Executive Director

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Signed for and on behalf of Dimalanta Design Group

Title: Owner

Date: 9/9/2022

APPROVED AS TO FORM

Adam M. Nice

Asst. Prosecuting Attorney

#### **EXHIBIT A**

#### ACTIVITY

#### Overview:

The goal is to execute a 3 county campaign-specific plan to increase traffic to OMJ Centers and establish one stop / American Job Center brand recognition. This plan utilizes 4 different tactics each requiring a 5-step strategic process that will steer the outreach budget towards reaching the goal.

#### Strategy #1:

#### Commercial Outreach:

Commercial ad scripted, voiced, developed, edited, managed, and executed by Dimalanta. This will highlight OMJ and be published on digital/streaming platforms with the ideal target audience.

#### This includes:

- Production of 60, 30,15-second commercials
- 1 day for a video shoot at OMJ center to include:
  - 1. Video talent
  - 2. Director & producer
  - 3. Audio & video staff
  - 4. Scripting & storyboards
  - 5. Background audio & graphics
  - 6. Lead generation landing page development

#### Strategy #2:

#### Digital Audio Outreach:

Audio outreach scripted, voiced, developed, edited, managed and executed by Dimalanta. This will highlight OMJ and be published on the digital platforms with the ideal target audience.

#### This Includes

- Production of 30-second audio commercial
  - 1. Scripting
  - 2. Voice-over talent
  - 3. Background audio
  - 4. Lead generation landing page development

**DIMALANTA AMENDMENT 2022/23** 

#### Strategy #3:

#### Google and Social Media Outreach Video/Display/Text Campaigns

#### This Includes:

- Targeting
  - 1. In-market audience of Butler, Clermont, Warren County OMJ services
  - 2. Users who are seeking a job or career
  - 3. Job seeker related websites
- Display Outreach
  - In-market audience of employment, new job, job opportunities, job openings
  - 2. Target users who are in the market for a new job
- Google Search Keywords -
  - 1. Field/industry
  - 2. Location
  - 3. Job Titles
  - 4. Industry skills, tools, jargon
  - 5. Company names
  - 6. Job type
- Call Only Campaign
  - Call Only Outreach- Clicking on ads that direct users to mobile dialer pad to make a call to a local center
- Facebook/ Instagram
  - 1. Interests Targeting based on audience interests
  - 2. Lookalike Targeting lookalike of first-party emails (list to be provided by the client)
  - 3. FB Lead Gen Ad FB creative ads that have a call-to action that opens a lead gen form within FB console.
  - 4. Retargeting: Retargeting website visitors across all brand-safe domains

#### Strategy #4:

6 Video vignettes-

Quick-time videos to be produced, edited, and managed by Dimalanta Design Group to be posted on social media platforms and YouTube

Photo shoot:

3 hour shoot at each center.

Brand Ambassador:

Jordan to be the voice and face of OMJ to bring a younger and fresh demographic.

Digital outreach campaigns including commercials (visual & audio), display, & text advertisements will be posted on various video and audio streaming services, social media platforms, and major search engines. Ernie Dimalanta, LLC, DBA Dimalanta Design Group will oversee and manage outreach and engagement ad spend for 12 months.

Funds for the photo shoot and brand ambassador shall be from carry forward funds in the amount of Sixty-Two Thousand, Five Hundred dollars (\$62,500) from the Contract ending June 30, 2023.

#### FISCAL AGENT EXECUTION

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

Warren County Board of County Commissioners

David Young, Commissioner

Shannon Jones, Commissioner

Thomas Grossmann, Commissioner

Approved as to form:

See pavious pas

Warren County Prosecuting Attorney

# Resolution Number 22-1440

Adopted Date September 27, 2022

#### ACKNOWLEDGE RECEIPT OF AUGUST 2022 FINANCIAL STATEMENT

BE IT RESOLVED, to acknowledge receipt of the August 2022 County Financial Statement for Funds #1101 through #6650; as attached hereto and made a part hereof.

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

Mr. Grossmann - yea

Mr. Young - yea

Mrs. Jones – yea

Resolution adopted this 27th day of September 2022.

**BOARD OF COUNTY COMMISSIONERS** 

cc:

Auditor (file) 🗸

S. Spencer

Tina Osborne

## Financial Statement for 2022 Period 08



FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
1101	GENERAL FUND	72,280,359.11	6,326,704.46	2,342,789.35	76,264,274.22	606,654.76	76,870,928.98
2201	SENIOR CITIZENS SERVICE LEVY	9,713,998.25	0.00	609,034.26	9,104,963.99	6,750.00	9,111,713.99
2202	MOTOR VEHICLE	9,493,942.80	1,052,374.86	1,010,892.70	9,535,424.96	12,646.72	9,548,071.68
2203	HUMAN SERVICES	-58,714.48	758,325.40	601,396.60	98,214.32	80,445.54	178,659.86
2204	COVID19 EMERGENCY RENTAL ASSIS	4,661,079.88	1,900.00	63,007.35	4,599,972.53	64,546.77	4,664,519.30
2205	BOARD OF DEVELOPMENTAL DISABIL	34,205,218.65	319,036.22	964,863.83	33,559,391.04	120,907.11	33,680,298.15
2206	DOG AND KENNEL	864,099.05	9,131.65	87,260.87	785,969.83	254.01	786,223.84
2207	LAW LIBRARY RESOURCES FUND	105,842.31	33,073.53	31,565.21	107,350.63	27,041.14	134,391.77
2208	CO&TRANSIT MEDICAID SALES TAX	835,463.72	0.00	0.00	835,463.72	0.00	835,463.72
2209	BOE ELECTIONS SECURITY GRANTS	10,000.00	9.59	0.00	10,009,59	0.00	10,009.59
2210	LOCAL CORONAVIRUS RELIEF FUND	0.00	0.00	0.00	0.00	0.00	0.00
2211	LOCAL FISCAL RECOVERY FUND	29,224,442.85	0.00	5,308,948.89	23,915,493.96	404,840.90	24,320,334.86
2212	ONEOHIO OPIOID SETTLEMENT FUND	91,192.54	0.00	0.00	91,192.54	0.00	91,192.54
2215	VETERAN'S MEMORIAL	7,528.84	150.00	0.00	7,678.84	0.00	7,678.84
2216	RECORDER TECH FUND 317.321	392,079.61	12,179.00	33,315.89	370,942.72	0.00	370,942.72
2217	BOE TECHNOLOGY FUND 3501.17	1,833,096.19	0.00	0.00	1,833,096.19	0.00	1,833,096.19
2218	COORDINATED CARE	686,297.35	25,000.00	14,315.00	696,982.35	1,480.00	698,462.35
2219	WIRELESS 911 GOVERNMENT ASSIST	419,813.31	19,883.31	14,219.68	425,476.94	0.00	425,476.94
2220	CP INDIGENT DRVR INTRLK/MONITG	9,983,24	59.46	0.00	10,042.70	0.00	10,042.70
2221	CC/MC INDIGENT DRIVER INTERLOC	116,343.12	746.84	472.00	116,617.96	472.00	117,089.96
2222	JUV INDIGENT DRIVER INTERLOCK	2,261.32	50.80	0.00	2,312.12	0.00	2,312.12
2223	PROBATE/JUVENILE SPECIAL PROJ	321,981,60	2,951.60	0.00	324,933.20	0.00	324,933.20
2224	COMMON PLEAS SPECIAL PROJECTS	187,770.85	5,738.00	8,844.19	184,664.66	55,495.00	240,159.66
2227	PROBATION SUPERVISION 2951.021	781,210.44	12,151.00	12,686.90	780,674.54	3,358.33	784,032.87
2228	MENTAL HEALTH GRANT	145,009.69	2,639.00	0.00	147,648.69	0.00	147,648.69
2229	MUNICIPAL MOTOR VEH PERMIS TAX	2,915,214.61	47,686.18	38,795.03	2,924,105.76	0.00	2,924,105.76
2231	CO LODGING ADD'L 1%	106,714.74	145,503.94	106,714.74	145,503.94	0.00	145,503.94

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## Financial Statement for 2022 Period 08



FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
2232	COUNTY LODGINGS TAX (FKA 7731)	320,290.48	436,569.14	320,290.48	436,569.14	0.00	436,569.14
2233	DOMESTIC SHELTER	3,984.67	3,613.00	0.00	7,597.67	0.00	7,597.67
2237	REAL ESTATE ASSESSMENT	3,990,257.60	1,899.13	112,841.47	3,879,315.26	0.00	3,879,315.26
2238	WORKFORCE INVESTMENT BOARD	17,140.08	149,936.77	147,000.35	20,076.50	33,837.14	53,913.64
2243	JUVENILE GRANTS	334,356.45	0.00	4,395.00	329,961.45	1,012.50	330,973.95
2245	CRIME VICTIM GRANT FUND	21,185.16	3,047.25	3,920.43	20,311.98	0.00	20,311.98
2246	JUVENILE INDIGENT DRIVER ALCOH	21,228.59	54.00	312.00	20,970.59	0.00	20,970.59
2247	FELONY DELINQUENT CARE/CUSTODY	1,120,581.69	0.00	106,814.60	1,013,767.09	72.22	1,013,839.31
2248	TAX CERTIFICATE ADMIN FUND	27,610.70	0.00	0.00	27,610.70	0.00	27,610.70
2249	DTAC-DELINQ TAX & ASSESS COLLE	746,763.12	1,323.15	16,783.30	731,302.97	341.33	731,644.30
2250	CERT OF TITLE ADMIN FUND	3,802,314.28	201,388.18	93,204.88	3,910,497.58	4,332.31	3,914,829.89
2251	COAP GRANT - OPIOD ABUSE PROG	0.00	0.00	0.00	0.00	0.00	0.00
2252	WC TECHNOLOGY CRIMES UNIT	0.00	0.00	0.00	0.00	0.00	0.00
2253	COUNTY COURT PROBATION DEPT	0.00	0.00	0.00	0.00	0.00	0.00
2254	CCMEP/TANF	74,604.67	11,000.00	16,174.20	69,430.47	188.64	69,619.11
2255	MUNICIPAL VICTIM WITNESS FUND	89,266.97	0.00	6,415.53	82,851.44	0.00	82,851.44
2256	WARREN COUNTY SOLID WASTE DIST	1,154,934.98	20,600.40	17,925.94	1,157,609.44	285.98	1,157,895.42
2257	OHIO PEACE OFFICER TRAINING	127,404.32	0.00	2,050.00	125,354.32	250.00	125,604.32
2258	WORKFORCE INVESTMENT ACT FUND	65,406.06	31,000.00	58,951.67	37,454.39	3,279.22	40,733.61
2259	JTPA	1,675.19	0.00	0.00	1,675.19	0.00	1,675.19
2260	OHIO WORKS INCENTIVE PROGRAM	0.00	0.00	0.00	0.00	0.00	0.00
2261	PASS THROUGH GRANTS	200.01	0.00	0.00	200.01	0.00	200,01
2262	COMMUNITY CORRECTIONS MONITORI	799,655.39	55,000.20	25,359.35	829,296.24	2,780.00	832,076.24
2263	CHILD SUPPORT ENFORCEMENT	1,453,582.72	108,278.37	243,656.84	1,318,204.25	2,108.05	1,320,312.30
2264	EMERGENCY MANAGEMENT AGENCY	277,825.21	42,957.19	22,921.72	297,860.68	0.00	297,860.68
2265	COMMUNITY DEVELOPMENT	574,043.02	35,977.34	133,033.16	476,987.20	0.00	476,987.20
2266	COMM DEV-ENT ZONE MONITOR FEES	113,063.00	0.00	0.00	113,063.00	0.00	113,063.00
2200	Complete Little Month Interior Land	1 10,000.00	5,50	5.50		2.00	

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## Financial Statement for 2022 Period 08



FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
2267	LOEB FOUNDATION GRANT	22,911.02	0.00	0.00	22,911.02	0.00	22,911.02
2268	INDIGENT GUARDIANSHIP FUND	256,331,57	1,810.00	0.00	258,141.57	0.00	258,141.57
2269	INDIGENT DRIVER ALCOHOL TREATM	711,246.43	6,791.65	0.00	718,038.08	0.00	718,038.08
2270	JUVENILE TREATMENT CENTER	168,095.01	247,349.38	91,450.01	323,994.38	796.86	324,791.24
2271	DTAC-PROSECUTOR ORC 321.261	312,433.99	255.15	15,861.95	296,827.19	0.00	296,827.19
2272	CP INDIGENT DRVR ALC TREATMT	48,277.05	0.00	0.00	48,277.05	0.00	48,277.05
2273	CHILDREN SERVICES	9,830,223.80	711,470.61	602,163.81	9,939,530.60	137,856.11	10,077,386.71
2274	COUNTY COURT COMPUTR 1907,261A	78,400.72	1,013.00	62.98	79,350.74	31.49	79,382.23
2275	COUNTY CRT CLK COMP 1907.261B	59,321.90	3,108.00	0.00	62,429.90	0.00	62,429.90
2276	PROBATE COMPUTER 2101.162	95,677.63	660.00	0.00	96,337.63	0.00	96,337.63
2277	PROBATE CLERK COMPUTR 2101.162	266,711.01	2,200.00	0.00	268,911.01	0.00	268,911.01
2278	JUVENILE CLK COMPUTR 2151.541	39,823.32	1,091.60	0.00	40,914.92	0.00	40,914.92
2279	JUVENILE COMPUTER 2151.541	45,388.57	327.00	0.00	45,715.57	0.00	45,715.57
2280	COMMON PLEAS COMPUTER 2303.201	75,648.74	936.00	0.00	76,584.74	0.00	76,584.74
2281	DOMESTIC REL COMPUTER 2301.031	10,224.46	387.00	1,416.34	9,195.12	425.69	9,620.81
2282	CLERK COURTS COMPUTER 2303.201	159,290.94	4,023.00	622.77	162,691.17	622.77	163,313.94
2283	COUNTY CT SPEC PROJ 1907.24B1	2,013,913.49	20,849.40	2,704.40	2,032,058.49	32.30	2,032,090.79
2284	COGNITIVE INTERVENTION PROGRAM	406,910.07	7,289.20	8,094.10	406,105.17	0.00	406,105.17
2285	CONCEALED HANDGUN LICENSE	811,562.41	5,932.50	5,327.70	812,167.21	185,98	812,353.19
2286	SHERIFF-DRUG LAW ENFORCEMENT	8,163.26	55.00	758.20	7,460.06	2,968.94	10,429.00
2287	SHERIFF-LAW ENFORCEMENT TRUST	202,028.73	86,082.76	4,870.75	283,240.74	0.00	283,240.74
2288	COMM BASED CORRECTIONS DONATIO	4,242.01	0.00	0.00	4,242.01	0.00	4,242.01
2289	COMMUNITY BASED CORRECTIONS	539,882.54	0.00	75,632.93	464,249.61	4,647.90	468,897.51
2290	HAZ MAT EMERG PLAN SPEC FUND	4.48	0.00	0.00	4.48	0.00	4,48
2291	SHERIFF-D.A.R.E. PROGRAM	1,436.14	0.00	0.00	1,436.14	0.00	1,436,14
2292	TRAFFIC SAFETY PROGRAM-SHERIFF	0.00	0.00	0.00	0.00	0.00	0.00
2293	SHERIFF GRANTS	13,082.00	1,000.00	0.00	14,082.00	0.00	14,082.00

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FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
2294	SHERIFF DARE LAW ENFORC GRANT	26,186.62	0.00	26,186.62	0.00	0.00	0.00
2295	TACTICAL RESPONSE UNIT	24,884.42	358.00	5,641.42	19,601.00	5,254.63	24,855.63
2296	COMP REHAB DWNPMT ASST COMMDEV	47,144.73	0.00	0.00	47,144.73	0.00	47,144.73
2297	ENFORCEMT & EDUCATN 4511.19G5A	134,420.83	666.00	0.00	135,086.83	0.00	135,086.83
2298	REHAB INC FUNDS	80,123.46	0.00	0.00	80,123.46	0.00	80,123.46
2299	COUNTY TRANSIT	1,785,093.32	17,076.03	173,025.79	1,629,143,56	66,862.53	1,696,006.09
3327	BOND RETIREMENT SPECIAL ASSMT	91,557.37	0.00	0.00	91,557.37	0.00	91,557.37
3360	STATE OPWC LOAN	56,357.85	0.00	0.00	56,357.85	0.00	56,357.85
3368	2013 RADIO SYSTEM BONDS	912,126.88	0.00	0.00	912,126.88	0.00	912,126.88
3384	TAX INCREMENT FINANCING - P&G	433,500.00	0.00	0.00	433,500.00	0.00	433,500.00
3393	RID BOND GREENS OF BUNNEL	3,124,504.22	0.00	0.00	3,124,504.22	0.00	3,124,504.22
3395	JAIL BONDS 2019	479.09	0.00	0.00	479.09	0.00	479.09
4401	COUNTY WIDE FINANCIAL SOFTWARE	212,155.46	0.00	0.00	212,155.46	0.00	212,155.46
4430	DEFAULTED SUBDIVISION SPEC ASM	399,158.40	0.00	0.00	399,158.40	0.00	399,158.40
4431	SOCIALVILLEFOSTERSBRIDGE&WALL	0.00	0.00	0.00	0.00	0.00	0.00
4432	EDWARDSVILLE ROAD BRIDGE	0.00	0.00	0.00	0.00	0.00	0.00
4433	MIDDLEBORO RD BRIDGE REHAB	0.00	0.00	0.00	0.00	0.00	0.00
4434	LIBERTY WAY/MASON RD TURN LANE	0.00	0.00	0.00	0.00	0.00	0.00
4435	STROUT RD BRIDGE 207-0.02	0.00	0.00	0.00	0.00	0.00	0.00
4436	ZOAR RD IMPROVEMENT PROJECT	0.00	0.00	0.00	0.00	0.00	0.00
4437	KING AVE BRIDGE PROJECT	768,623.79	668,625.07	787,327.72	649,921.14	77,809.79	727,730.93
4438	NB COLUMBIA/3C RIGHT TURN LN	318,302.00	0.00	19,052.56	299,249.44	19,052.56	318,302.00
4439	VARIOUS WATER ASSESSMENT PROJE	0.00	0.00	0.00	0.00	0.00	0.00
4449	VARIOUS SEWER ASSESSMENT PROJE	0.00	0.00	0.00	0.00	0.00	0.00
4450	ESTATES OF KEEVER CREEK ROAD P	0.00	0.00	0.00	0.00	0.00	0.00
4451	ROAD INFRASTRUCTURE	21,050,000.00	0.00	3,500,000.00	17,550,000.00	0.00	17,550,000.00
4453	OLD 122 & TWP LINE RD ROUNDABO	0.00	0.00	0.00	0.00	0.00	0.00

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FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
4454	FIELDS-ERTEL RD IMPROV PROJ	276,599.94	400,000.00	24,457.42	652,142.52	0.00	
4455	PHASE II ROAD RESURFACING	0.00	0.00	0.00	0.00	0.00	0.00
4463	FIELDS-ERTEL AND COLUMBIA ROAD	0.00	0.00	0.00	0.00	0.00	0.00
4467	COUNTY CONST PROJECTS	4,498,737.72	0.00	97,306.45	4,401,431.27	10,311.36	4,411,742.63
4479	AIRPORT CONSTRUCTION	961,590.48	0.00	0.00	961,590.48	0.00	961,590.48
4484	P&G TIF ROAD CONSTRUCTION	0.00	0.00	0.00	0.00	0.00	0.00
4485	MIAMI VALLEY GAMING TIF	752,554.01	0.00	0.00	752,554.01	0.00	752,554.01
4489	TOWNE CENTER BLVD EXTENSION	0.00	0.00	0.00	0.00	0.00	0.00
4492	COMMUNICATION PROJECTS	3,723,964.44	0.00	22,528.00	3,701,436.44	17,740.00	3,719,176.44
4493	REDEVELOPMENT TAX EQUIV FUND	359,674.35	0.00	30,981.55	328,692.80	0.00	328,692.80
4494	COURTS BUILDING	7,459,094.09	0.00	6,674.69	7,452,419.40	0.00	7,452,419.40
4495	JAIL CONSTRUCTION SALES TAX	9,374,928.34	1,168,143.79	60,279.48	10,482,792.65	18,475.61	10,501,268.26
4496	JUVENILE DETENTION ADDN & RENO	245,190.94	0.00	-14,594.34	259,785.28	0.00	259,785.28
4497	JAIL CONSTRUCTION & REHAB	9,961,558.75	0.00	0.00	9,961,558.75	0.00	9,961,558.75
4498	COUNTY FAIRGROUNDS CONSTRUCTN	0.00	0.00	0.00	0.00	0.00	0.00
4499	JUVENILE/PROBATE CT EXPANSION	472,507.59	0.00	0.00	472,507.59	0.00	472,507.59
5510	WATER REVENUE	30,912,101.14	1,885,471.21	1,599,816.01	31,197,756.34	134,836.94	31,332,593.28
5574	LOWER LITTLE MIAMI WASTEWATER	0.00	0.00	0.00	0.00	0.00	0.00
5575	SEWER CONST PROJECTS	743,292.37	712.49	43,292.66	700,712.20	34,123.18	734,835.38
5580	SEWER REVENUE	32,602,215.19	1,609,921.46	597,295.70	33,614,840.95	127,575.58	33,742,416.53
5581	SEWER IMPROV-WC VOCATIONAL SCH	268,352.96	0.00	0.00	268,352.96	0.00	268,352.96
5583	WATER CONST PROJECTS	2,657,387.85	38,148.25	1,133,841.42	1,561,694.68	0.00	1,561,694.68
5590	STORM WATER TIER 1	115,852.99	0.00	1,220.00	114,632.99	1,220.00	115,852.99
6619	VEHICLE MAINTENANCE ROTARY	169,620.76	41,520.15	72,133.33	139,007.58	12,947.80	151,955.38
6630	SHERIFF'S POLICING REVOLV FUND	1,155,598.01	5,563.79	362,970.00	798,191.80	0.00	798,191.80
6631	COMMUNICATIONS ROTARY	330,362.29	1,892.91	2,458.30	329,796.90	167.20	329,964.10
6632	HEALTH INSURANCE	3,420,145.13	954,383.33	723,646.16	3,650,882.30	71,083.65	3,721,965.95

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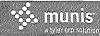
FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
6636	WORKERS COMP SELF INSURANCE	1,803,070.93	5,433.33	67,547.24	1,740,957.02	20,061.51	1,761,018.53
6637	PROPERTY & CASUALTY INSURANCE	354,786.64	100,000.00	100,036.00	354,750.64	0.00	354,750.64
6650	GASOLINE ROTARY	153,397.44	97,731.14	86,654.43	164,474.15	23,347.65	187,821.80
7707	P.E.R.S. ROTARY	2,717.01	0.00	0.00	2,717.01	0.00	2,717.01
7708	TOWNSHIP FUND	1,560,000.00	3,326,068.96	4,880,720.07	5,348.89	0.00	5,348.89
7709	CORPORATION FUND	1,353,265.54	3,157,830.23	4,503,604.42	7,491.35	0.00	7,491.35
7713	WATER-SEWER ROTARY FUND	502,983.87	3,812,078.65	3,912,589.74	402,472.78	0.00	402,472.78
7714	PAYROLL ROTARY	191,243.00	3,461,519,50	3,441,096.00	211,666.50	12,992.47	224,658.97
7715	NON PARTICIPANT ROTARY	19,723.20	1,158.48	5,792.40	15,089.28	0.00	15,089.28
7716	SCHOOL	24,090,000.00	29,221,946.58	53,280,000.00	31,946.58	0.00	31,946.58
7717	UNDIVIDED GENERAL TAX	126,642,622.69	5,720,336,33	35,002,968.02	97,359,991.00	8,943.98	97,368,934.98
7718	TANGIBLE PERSONAL PROPERTY.	0.00	0.00	0.00	0.00	0.00	0.00
7719	TRAILER (LIKE REAL ESTATE) TAX	44,229.43	4,237.76	45,603.23	2,863.96	0.00	2,863.96
7720	LOCAL GOVERNMENT FUND	0.00	375,727.65	375,727.65	0.00	0.00	0.00
7721	SPECIAL DISTRICTS	0.00	14.27	0.00	14.27	0.00	14.27
7722	CIGARETTE LICENSE TAX	110.01	99.86	0.00	209.87	0.00	209.87
7723	GASOLINE TAX	0.00	538,912.90	538,912.90	0.00	0.00	0.00
7724	WC PORT AUTHORITY FUND	406,166.09	0.00	0.00	406,166.09	0.00	406,166.09
7725	UNDIVIDED WIRELESS 911 GOV ASS	11,414.66	39,766.63	31,297.97	19,883.32	0.00	19,883.32
7726	MOTOR VEHICLE LICENSE TAX	0.00	1,017,280.97	1,017,280.97	0.00	0.00	0.00
7727	RE RATE CORRECT/REFUNDS	0.00	0.00	0.00	0.00	0.00	0.00
7728	TREASURER TAX REFUNDS	215,495.31	6,987.06	155,818.26	66,664.11	80,257.08	146,921.19
7729	CORONAVIRUS RELIEF DIST FUND	0.00	0.00	0.00	0.00	0.00	0.00
7731	COUNTY LODGING TAX	0.00	0.00	0.00	0.00	0.00	0.00
7734	REAL ESTATE ADVANCE PAYMENT	15,679.03	24.41	0.00	15,703.44	0.00	15,703.44
7738	WIB PASS THRU OHIO TO WORK	0.00	0.00	0.00	0.00	0.00	0.00
7740	TRAILER TAX	0.00	0.00	0.00	0.00	0.00	0.00

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FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
7741	LIFE INSURANCE	22,150.89	10,332.00	20,975.78	11,507.11	10,581.19	22,088.30
7742	LIBRARIES	0.00	432,696.26	432,247.15	449.11	0.00	449.11
77 <b>4</b> 4	ARMCO PARK TOURNAMENT FEES	0.00	0.00	0.00	0.00	0.00	0.00
7745	STATE	1,193.38	2,161.10	1,173.16	2,181.32	0.00	2,181.32
7746	MIAMI CONSERVANCY DISTRICT FUN	00,0	0.00	0.00	0.00	0.00	0.00
7747	ADVANCE ESTATE TAX	845.74	0.00	0.00	845.74	0.00	845.74
7751	UNDIVIDED INTEREST	437,086.38	329,971.77	334,984.25	432,073.90	0.00	432,073.90
7754	OHIO ELECTIONS COMMISSION FUND	0.00	0.00	0.00	0.00	0.00	0.00
7756	SEWER ROTARY	45,997.00	2,120.00	9,640.00	38,477.00	0.00	38,477.00
7758	WIA PASS THROUGH TO BUTLER/CLE	0.00	178,478.12	178,478.12	0.00	0.00	0.00
7761	OUTSIDE ENTITY FLOWTHRU	0.00	0.00	0.00	0.00	0.00	0.00
7765	RECORDER'S ESCROW FUND	29,339.93	1,260.00	1,942.50	28,657.43	0.00	28,657.43
7766	ESCROW ROTARY	825,039,43	50,687.92	12,661.00	863,066.35	12,661.00	875,727.35
7767	UNIDENTIFIED DEPOSITS	0.00	0.00	0.00	0.00	0.00	0.00
7768	RE TAX PYMT PRO/PRE/SALES	12,142.58	3,071.61	0.00	15,214.19	0.00	15,214.19
7769	BANKRUPTCY POST PETITION CONDU	16,369.13	2,753.71	0.00	19,122.84	0.00	19,122.84
7773	SEX OFFENDER REGISTRATION FEE	0.00	0.00	0.00	0.00	125.00	125.00
7774	ARSON OFFENDER REGISTR FEE	245.00	0.00	0.00	245.00	0.00	245.00
7775	UNDIVIDED SHERIFF WEB CHECK FE	11,298.12	18,649.00	13,193.75	16,753.37	0.00	16,753.37
7776	UNDIVIDED EVIDENCE SHERIFF	15,938.34	0.00	0.00	15,938.34	0.00	15,938.34
7777	UNDIVIDED FEDERAL & STATE FORF	0.00	0.00	0.00	0.00	0.00	0.00
7778	COURT ORDERED SHERIFF SALES	361,730.57	896,337.04	1,150,700.00	107,367.61	852,265.95	959,633.56
7779	UNDIVIDED DRUG TASK FORCE SEIZ	126,919.63	13,800.00	31,187.47	109,532.16	9,520.20	119,052.36
7781	REFUNDABLE DEPOSITS	435,437.20	15,204.90	25,390.34	425,251.76	6,973.12	432,224.88
7782	SHERIFF - LOST/ABANDONED PROPE	44.34	0.00	0.00	44.34	0.00	44.34
7785	MASSIE WAYNE CAPACITY FEES	00,0	0.00	0.00	0.00	0.00	0.00
7786	PMT IN LIEU OF TAXES	0.00	0.00	0.00	0.00	0.00	0.00

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FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
7787	UNDIVIDED INCOME TAX-REAL PROP	5,098.60	0.00	0.00	5,098.60	0.00	5,098.60
7788	UNDIVIDED PUBLIC UTILITY DEREG	0.00	0.00	0.00	0.00	0.00	0.00
7789	FORFEITED LAND	0.00	0.00	0.00	0.00	0.00	0.00
7790	FORFEITED LAND EXCESS SALE PRO	0.00	0.00	0.00	0.00	0.00	0.00
7792	ZONING & BLDG BOND FUND	0.00	0.00	0.00	0.00	0.00	0.00
7793	HOUSING TRUST AUTHORITY	96,001.80	102,039.00	0.00	198,040.80	0.00	198,040.80
7795	UNDIVIDED INDIGENT FEES	0.00	1,493.81	1,029.81	464.00	205.96	669.96
7796	MUNICIPAL ORD VIOLATION INDIGE	510.30	0.00	-5,418.75	5,929.05	1,593.75	7,522.80
7797	NEW UNDIVIDED AUCTION PROCEEDS	0.00	2,413.61	2,413.61	0.00	0.00	0.00
7798	OLD ZONING & BLDG BOND FUND	138,020.47	0.00	0.00	138,020.47	0.00	138,020.47
8843	UNCLAIMED MONEY	576,059.40	0.00	0.00	576,059.40	0.00	576,059.40
8855	CH.SERV.SCHEURER SMITH TRUST	43,609.59	0.00	0.00	43,609.59	0.00	43,609.59
9911	WARREN CO HEALTH DISTRICT	9,374,116.05	73,282.25	414,839.09	9,032,559.21	116,665.39	9,149,224.60
9912	FOOD SERVICE	262,573.51	8,892.00	38,119.53	233,345.98	506.00	233,851.98
9915	PLUMBING BOND-HEALTH DEPT.	1,500.00	0.00	500.00	1,000.00	500.00	1,500.00
9916	STATE REGULATED SEWAGE PROGRAM	204,105.95	19,510.00	26,125.95	197,490.00	0.00	197,490.00
9925	SOIL & WATER CONSERVATION DIST	883,346.28	87,798.00	83,912.20	887,232.08	1,908.07	889,140.15
9928	REGIONAL PLANNING	544,993.22	15,522.00	34,282.81	526,232.41	230.00	526,462.41
9938	WARREN COUNTY PARK DISTRICT	1,171,031.54	90,835.03	44,521.01	1,217,345.56	2,524.03	1,219,869.59
9944	ARMCO PARK	441,311.53	171,822.16	158,903.57	454,230.12	7,957.30	462,187.42
9953	WATER SYSTEM FUND	47,895.42	5,409.50	2,543.79	50,761.13	184.00	50,945.13
9954	MENTAL HEALTH RECOVERY BOARD	15,341,233.04	537,677.18	1,057,521.18	14,821,389.04	286,499.67	15,107,888.71
9961	HEALTH GRANT FUND	903,625.78	38,802.70	67,819.02	874,609.46	129.78	874,739.24
9963	CAMPGROUNDS	1,595.20	0.00	0.00	1,595.20	0.00	1,595.20
9976	HEALTH - SWIMMING POOL FUND	174,424.53	0.00	295.00	174,129,53	0.00	174,129.53
9977	DRUG TASK FORCE COG	838,725.17	16,614.81	6,164.23	849,175.75	171.61	849,347.36

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FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS E	EXPENDITURES	CURRENT C BALANCE	Mara (Prieto riterio il distributo il divino Statici il divino	TREASURER'S FUND BALANCE
9996	WC FIRE RESPONSE LIFE SAFETY	0.00	0.00	0.00	0.00	0.00	0.00
Total		531,355,242,91	71,789,842.88	134,257,475.16	468,887,610.63	3,635,213.25	472,522,823.88

It is hereby certified, that the foregoing is a true and accurate statement of the finances of Warren County, Ohio, for August, 2022 showing the balance on hand in cash in each fund at the beginning of the month, the amount received to each, the amount disbursed from each, the balance remaining to the credit of each, and the balance of money in the treasury and depository.

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# Resolution

Number <u>22-1441</u>

Adopted Date September 27, 2022

ENTER INTO A MEMORANDUM OF UNDERSTANDING FOR ONLINE AUCTION SALES WITH LIQUIDITY SERVICES OPERATIONS LLC, DBA GOVDEALS

BE IT RESOLVED, to enter into an online auction memorandum of understanding with Liquidity Services Operations LLC, dba GovDeals. Copy of said agreement is attached hereto and made a part hereof.

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

 $Mr.\ Grossmann-yea$ 

Mr. Young - yea

Mrs. Jones – yea

Resolution adopted this 27th day of September 2022.

BOARD OF COUNTY COMMISSIONERS

Tina Osborne, Clerk

cc: c/a—GovDeals (Liquidity Services Operations, LLC)

Facilities Management (file) Auditor's Office – B. Quillen

## Liquidity Services Operations LLC dba GovDeals

## **Online Auction Memo of Understanding**

This Online Auction Memo of Understanding (MOU) is between Liquidity Services Operations LLC dba GovDeals, Inc. ("GovDeals"), a Delaware corporation having its principal place of business at 100 Capitol Commerce Boulevard - Suite 110 - Montgomery, Alabama, 36117 and the Warren County ("Client"), having its principal place of business 430 Justice Drive – Lebanon, Ohio 45036.

- 1.0 <u>Description of Services</u>: GovDeals provides a means for Client to post assets for sale and for potential buyers to bid on these assets via an online auction system. Although GovDeals provides system access for Client to list assets, GovDeals is not a party to the actual sale and has no control over the listed information or the ability of the buyer and Client to complete the transaction.
- 2.0 GovDeals' Responsibilities: In addition to maintaining and operating an online auction system, GovDeals will provide Client with the following services for the period agreed to in 5.0 below:
  - 2.1 Access to a GovDeals online "Seller Asset Management" (SAM), which will allow Client to load assets to the online auction system, maintain information about assets and view and run reports. The SAM will provide Client with the following capabilities:
    - Accept descriptive information concerning an asset including unlimited photos
    - Allow different auction phases based upon dates and times
    - Allow Client to set minimum starting prices, bid increments and reserves
  - 2.2 Training and support services to assist Client in implementing the GovDeals online auction system, which will include:
    - Familiarization with the nature and operation of SAM
    - Guidance in the posting of assets and provide ongoing support
    - Procedures for taking and posting pictures of assets
    - Based on mutual agreement between GovDeals and Client, training and support services will be provided on-site or via telephone or Internet
  - 2.3 Help Desk support available via telephone or email during normal business hours, except announced holidays.
  - 2.4 Provide marketing of assets posted to the online auction site and promote use of the site to potential buyers.
    - Work with Client to identify items that may benefit from marketing attention.
    - Provide documented proof of all marketing efforts made on behalf of Client.
    - Assist in determining values and starting prices for unique and high value assets.
- 3.0 Fees: The Client pays 0% and the winning bidder pays a 12.50% Buyers Premium.

#### 4.0 Payment:

4.1 GovDeals will collect auction proceeds electronically via PayPal, credit card or wire transfer please review and complete **Exhibit A.** 

- 4.2 Client shall promptly, but no more than fifteen (15) business days after the auction end date, notify GovDeals of any transaction that was not completed. The fees for said transaction shall be credited to Client during the next invoice period.
- 5.0 <u>Term of MOU</u>: This MOU shall commence on the date it is signed by the second party and will continue for a period of twelve months unless otherwise terminated upon sixty days written notice by either party. This MOU shall automatically extend for additional one-year periods, unless either party notifies the other in writing of its intent not to renew at least sixty days prior to the anniversary date.
- 6.0 <u>Terms and Conditions</u>: Please find <u>Exhibit B</u> attached as an example of suggested Client Terms and Conditions. At any time during the term of this MOU, Client may modify the Terms and Conditions. Any substitutions or modification must be submitted to GovDeals in writing before posting assets to the GovDeals auction site.
- 7.0 Governance: This MOU will be governed, interpreted, construed and enforced in accordance with the laws of the State of Ohio.
- 8.0 Non-Exclusive Engagement: This MOU is not exclusive. Client may utilize other approaches, including traditional auctioneer services or sealed bids. However, it is understood and agreed that Client will not utilize other disposal approaches for an asset at the same time the asset is listed on the GovDeals online auction site or sell by some other means to a prior bidder any item currently or previously listed on the GovDeals site for the purpose of avoiding payment of the GovDeals fee. Client agrees to not manipulate or interfere with the bidding process on the GovDeals site.

This online auction memo of understanding is agreed to by:

GovDeals, Inc	Client: Warren County
Print Name: Steve Kranzusch	Print Name: Ton Crossmann
Title: Vice President and General Manager	Title: President
Date: 4/1/2022	Date: 9.27.22
Manage of Ton de contact dina Comptact	

Memo of Understanding Contact:

Attention: Sales Support

100 Capitol Commerce Blvd, Ste 110

Montgomery, AL 36117

Telephone Number: 866.377.1494 Fax Number: 334.387.0519

Email: salessupport@govdeals.com

APPROVED AS TO FORM

Kathryn M. Horvath Asst, Prosecuting Attorney

## **EXHIBIT A - Online Auction Memo of Understanding**

#### Financial Settlement Services (FSS)

It is understood the Client elects GovDeals to collect all proceeds due the Client from the winning bidder and remit the proceeds to the Client less the GovDeals fee

GovDeals will charge the winning bidder a "Buyer's Premium", therefore, the Client is not allowed to charge the winning bidder an additional "Buyer's Premium".

GovDeals will collect all proceeds from the winning bidder, including the "Buyer's Premium" through PayPal, credit card or wire transfer. This is the only means of payment by the bidder.

The Client will not release an asset to the winning bidder until the Client has received verification from GovDeals that payment has been received from the winning bidder. Prior to an item being released to the winning bidder, the Client will ensure the winning bidder or his/her agent has signed a "Bill of Sale" containing the following notation: "Asset is sold as is, where is and without warranty. Once the asset is removed from the seller's premises there is no refund of monies previously paid". The Bill of Sale must be printed from the Seller Asset Management (SAM). Any other "Bill of Sale" used by the Client must be submitted to GovDeals for approval.

No proceeds will be remitted to the Client for any asset sold without verification of payment from GovDeals and verification from the Client the item has been picked up by the winning bidder. Approved payment from the winning bidder through PayPal, credit card or wire transfer will be noted in SAM. It is the Client's responsibility to notify GovDeals when an item has been picked up, which is accomplished by the Client accessing SAM and selecting the "Picked Up" option from the "Paid, not picked up" report.

GovDeals will remit all proceeds collected, less the "Buyer's Premium" and the GovDeals fee to the Client on a weekly basis for all assets marked in SAM as 'Picked Up'. All proceeds will be remitted electronically by Automatic Clearing House (ACH). A detailed backup will be submitted to the Client to support the amount remitted.

Under no circumstance will the Client collect any proceeds directly from the winning bidder and if requested to do so, the Client should refer the winning bidder directly to GovDeals for payment instructions.

GovDeals will absorb all costs of Charge Backs by PayPal or a credit card company where an item is released to the winning bidder after the Client receives proper payment notification from GovDeals, GovDeals receives proper pickup notification from the Client and the Client obtained and retained a signed "Bill of Sale" from the winning bidder.

GovDeals will refund proceeds collected to the winning bidder in those rare occasions where the winning bidder pays for an asset but never picks it up and subsequently convinces PayPal or the credit card company to withdraw the amount from GovDeals' bank account. It is the Client's responsibility to request a credit on the asset paid for but not picked up as soon as the allowable pick up time passes. By taking the credit, it insures GovDeals will not charge the Client a fee and will allow the Client to resell the asset. If the asset is mistakenly placed in 'picked up' status by the Client and GovDeals has remitted payment, the Client agrees to refund this amount back to GovDeals.

A GovDeals' Client Services Representative or a GovDeals Help Desk Representative will train the Client on how to effectively use the Financial Settlement Services feature and provide ongoing support as needed. There are no additional costs to the Client for training and support.

GovDeals is covered by a Crime Insurance Policy with a limit of \$5,000,000, which will protect the Client against any loss of funds.

## Financial Settlement Services (FSS) Remittance Information

Please complete information below:	
This section must be completed when	submitting the signed MOU back to GovDeals, as this is where GovDeals
Payments to the Client will be made.	
Accounting Contact:	Trevor Hearn, Director
(Person to receive involces)	Name and Title
E-Mail Address:	facilities @ co.warren.oh.us
Phone Number:	513. 695. 1463
Please provide the required information  Name of Bank	
County of Bank	
Name of Client: (Name on bank account)	
Bank Routing Number	
Bank Account Number	
Checking/Savings	

n

## Warren County

## Lebanon, Ohio

## Online Sales - Terms and Conditions

All bidders and other participants of this service agree they have read and fully understand these terms and agree to be bound thereby.

Guaranty Waiver. All assets are offered for sale "AS IS, WHERE IS." Warren County (Seller) makes no warranty, guaranty or representation of any kind, expressed or implied, as to the merchantability or fitness for any purpose of the property offered for sale. The Buyer is not entitled to any payment for loss of profit or any other money damages – special, direct, indirect or consequential.

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

Personal and Property Risk. Persons attending during exhibition, sale, or removal of goods assume all risks of damage of or loss to person and property and specifically release the Seller and GovDeals from liability therefore.

Consideration of Bid. Seller reserves the right to reject any and all bids and to withdraw from sale any of the assets listed at any time until the Seller has received payment in full for the assets and Buyer has removed the assets from the Seller's premises in their entirety.

Buyer's Certificate. If applicable, successful bidders will receive a Buyer's Certificate by email from GovDeals as their notice of award.

Buyer's Premium & Additional Fees. If a Buyer's Premium and/or Additional Fees are shown on the auction page Bid Box, then that amount (expressed as a percentage of the final selling price or a specified amount) will be added to the final selling price of all items in addition to any taxes imposed.

Payment. Payment in full is due not later than 5 business days from the time and date of the close of the auction. Please refer to the payment instructions listed on the auction page for complete payment terms and methods. Please refer to the Bid Box for all fees and taxes that may be associated with the auction.

State/Local Sales and/or Use Tax. Buyers may be subject to payment of State and/or local sales and/or use tax. Please review the Payment Instructions for all information related to Sales Tax and Tax Exemptions.

Removal. All assets must be removed within ten (10) business days from the time and date of the close of the auction. Purchases will be released only upon receipt of payment as specified. Successful buyers are responsible for loading and removal of any and all property awarded to them from the place where the property is located as indicated on the website and in the Buyer's Certificate. The Buyer will make all arrangements and perform all work necessary, including packing, loading and transportation of the property. Under no circumstances will Seller assume responsibility for packing, loading or shipping. See instructions on each auction page for complete removal details. A daily storage fee of \$25.00 may be charged for any item not removed within the ten (10) business days allowed and stated on the Buyer's Certificate.

Vehicle Titles. Seller will issue a title or certificate upon removal of the vehicle. Titles may be subject to restrictions as indicated in the asset description on the website.

Approval. Some Auctions/Sales are subject to Seller approval prior to award to the high bidder. Please review the auction/sale page for full terms of the sale and whether the final bid/sale is subject to approval.

**Default.** Default shall include (1) failure to observe these terms and conditions; (2) failure to make good and timely payment; or (3) failure to remove all assets within the specified time. Default may result in termination of the contract and suspension from participation in all future sales until the default has been cured. If the Buyer fails in the performance of their obligations, **Seller** may exercise such rights and may pursue such remedies as are provided by law. **Seller** reserves the right to reclaim and resell all items not removed by the specified removal date.

Acceptance of Terms and Conditions. By submitting a bid, the bidder agrees they have read, fully understand and accept these Terms and Conditions, and agree to pay for and remove the property, by the dates and times specified. These Terms and Conditions are available for review in the bid box at the top of each page of each asset listed on GovDeals. Specific Instructions (Payment, Removal, and Special) appearing on the asset page will override certain sections of these Terms and Conditions.

Sales to Employees. Employees of the Seller may bid on the property listed for auction, so long as they do NOT bid while on duty.

# Resolution

Number <u>22-1442</u>

Adopted Date September 27, 2022

DECLARE VARIOUS ITEMS WITHIN AUDITOR'S OFFICE, BOARD OF DEVELOPMENTAL DISABILITIES, BUILDING & ZONING, COMMON PLEAS COURT-GENERAL DIVISION, EMERGENCY SERVICES, JUVENILE, SHERIFF'S OFFICE, AND TELECOM AND AUTHORIZE THE DISPOSAL OF SAID ITEMS THROUGH INTERNET AUCTION

BE IT RESOLVED, to authorize disposal of various items from Auditor's Office, Board of Developmental Disabilities, Building & Zoning, Common Pleas Court- General Division, Emergency Services, Juvenile, Sheriff's Office, and Telecom in accordance with the Ohio Revised Code; list of said items attached hereto and made a part hereof.

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

Mr. Grossmann - yea

Mr. Young - yea

Mrs. Jones – yea

Resolution adopted this 27<sup>th</sup> day of September 2022.

**BOARD OF COUNTY COMMISSIONERS** 

Tina Osborne, Clerk

/jm

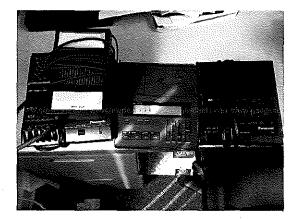
cc:

2022 Auction file

Facilities Management (file) Brenda Quillen, Auditor's Office







#### Lot of cassette players

Auction Ends

ET

Starting Bid

\$0.00

Terms and Conditions

Sign In to Place Bid

0 visitors

Quantity	Condition	Category	•	Inventory ID
Lot 1	Used/See Description	Office Equipment/Supplies		AUD22022

Lot of cassette players which includes two Panasonics and one Sony. Working condition; unknown

#### **?**Questions and Answers

There are currently no questions posted for this asset,

#### >> Seller Information



Seller Name

Warren County, OH

Asset Contact

Molly Thompson (Phone: 513-695-1134)

Asset Location

406 Justice Dr

Lebanon, Ohio 45036-2385

Man to this location

#### Q Inspection

Most items offered for sale are used and may contain defects not immediately detectable. Bidders may inspect the property prior to bidding, inspection is by appointment only. Please see the contact below to schedule an inspection.

#### \$ Payment

#### PAYMENT

If you are the winning bidder, you will facilitate payment by referring to the My Bids section of your account.

#### Note:

- 1. Payment is due within 5 (five) business days of auction closure.
- 2. Any invoice \$5,000 or above requires payment via wire transfer.
- 3. Depending on your history with GovDeals, you may be limited to the number of auctions/transactions that you can participate in simultaneously AND/OR the dollar amount that you can pay via credit card, debit card or PayPal. For additional insight, please visit the <u>Probation FAQ</u>.

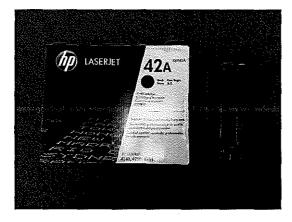
#### SALES TAX

When applicable, sales tax is calculated based upon the auction's advertised location.





Search Auctions Q



#### HP ink cartridges

Auction Ends

ΕT

Starting Bid

\$0.00

Terms and Conditions

Sign In to Place Bid

0 visitors

Quantity

Condition

Category

Inventory ID

Lot 1

Used/See Description

Office Equipment/Supplies

AUD22021

Two, 42A HP black ink cartridges. Working condition: unknown

#### **?**Questions and Answers

There are currently no questions posted for this asset.

#### >> Seller Information



Seller Name

Warren County, OH

Asset Contact

Molly Thompson (Phone: 513-695-1134)

Asset Location

406 Justice Dr

Lebanon, Ohio 45036-2385

Map to this location

#### Q Inspection

Most items offered for sale are used and may contain defects not immediately detectable. Bidders may inspect the property prior to bidding inspection is by appointment only. Please see the contact below to schedule an inspection.

#### \$ Payment

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#### SALES TAX

When applicable, sales tax is calculated based upon the auction's advertised location.









#### Box of office supplies

Auction Ends

ŧΤ

Starting Bid \$0.00

Terms and Conditions

Sign In to Place Bid

0 visitors

 Quantity
 Condition
 Category
 Inventory ID

 Lot 1
 Used/See Description
 Office Equipment/Supplies
 AUD22020

One box of miscellaneous used office supplies. The box includes a keyboard support, a calculator, cords and other miscellaneous items.

#### **?**Questions and Answers

There are currently no questions posted for this asset.

#### >> Seller Information



Seller Name

Warren County, OH

Asset Contact

Molly Thompson (Phone: 513-695-1134)

Asset Location

406 Justice Dr

Lebanon, Ohio 45036-2385 Map to this location

#### Q Inspection

Most items offered for sale are used and may contain defects not immediately detectable. Bidders may inspect the property prior to bidding. Inspection is by appointment only. Please see the contact below to schedule an inspection.

#### \$ Payment

#### PAYMENT

If you are the winning bidder, you will facilitate payment by referring to the  $\underline{\mathsf{MyBids}}$  section of your account.

#### Note:

- 1. Payment is due within 5 (five) business days of auction closure.
- 2. Any invoice \$5,000 or above requires payment via wire transfer.
- Depending on your history with GovDeals, you may be limited to the number of auctions/transactions that you can participate in simultaneously AND/OR the dollar amount that you can pay via credit card, debit card or PayPal. For additional insight, please visit the <u>Probation FAQ</u>.

#### SALES TAX

When applicable, sales tax is calculated based upon the auction's advertised location.









#### Box of office supplies

Auction Ends

ET

Starting Bid

\$0.00

Terms and Conditions

Sign in to Place Bid

0 visitors

Quantity

Condition

Category

Inventory ID

Lot 1

Used/See Description

Office Equipment/Supplies

AUD22019

One box of used miscellaneous office supplies. Multiple items which include a box of Avery white computer labels, a desk phone, stapler and other miscellaneous items.

#### **?**Questions and Answers

There are currently no questions posted for this asset.

#### >> Seller Information



Seiler Name

Warren County, OH

Asset Contact

Molly Thompson (Phone: 513-695-1134)

Asset Location

406 Justice Dr

Lebanon, Ohio 45036-2385 Map to this location

#### **Q**Inspection

Most items offered for sale are used and may contain defects not immediately detectable. Bidders may inspect the property prior to bidding inspection is by appointment only. Please see the contact below to schedule an inspection.

#### \$ Payment

#### **PAYMENT**

If you are the winning bidder, you will facilitate payment by referring to the  $\underline{\mathsf{My}}$  Bids section of your account.

#### Note:

- 1. Payment is due within 5 (five) business days of auction closure.
- 2. Any involce \$5,000 or above requires payment via wire transfer.
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#### SALES TAX

When applicable, sales tax is calculated based upon the auction's advertised location,





Search Auctions Q



#### Canon Scanner

Auction Ends

ET

Starting Bid

\$0.00

Terms and Conditions

Sign In to Place Bid

fl visitors

Condition

Category

Inventory ID

Used/See Description

Office Equipment/Supplies

AUD22018

One Canon Image Formula printer, DR-2010C.

#### **?**Questions and Answers

There are currently no questions posted for this asset.

#### >> Seller Information



Seller Name

Warren County, OH

Asset Contact

Molly Thompson (Phone: 513-695-1134)

Asset Location

406 Justice Dr

Lebanon, Ohio 45036-2385 Map to this location

#### Q Inspection

Most items offered for sale are used and may contain defects not immediately detectable. Bidders may inspect the property prior to bidding. Inspection is by appointment only. Please see the contact below to schedule an inspection.

#### \$ Payment

#### PAYMENT

If you are the winning bidder, you will facilitate payment by referring to the My Bids section of your account.

#### Note

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#### SALES TAX

When applicable, sales tax is calculated based upon the auction's advertised location.









# Lot of label paper and cartridge's

**Auction Ends** 

ET

Starting Bid

\$0.00

Terms and Conditions

Sign In to Place Bid

0 visitors

Quantity

Condition

Categor

Inventory ID

Lot 1

New/Unused

Office Equipment/Supplies

AUD22017

Lot of multiple items. 6 boxes Dymo label writer paper, 2 HP ink cartridge's and 3 black Oki Microline cartridge ribbons.

#### ?Questions and Answers

There are currently no questions posted for this asset.

#### >> Seller Information



Seller Name

Warren County, OH

Asset Contact

Molly Thompson (Phone: 513-695-1134)

Asset Location

406 Justice Dr

Lebanon, Ohio 45036-2385 Map to this location

#### Q Inspection

Most Items offered for sale are used and may contain defects not immediately detectable. Bidders may inspect the property prior to bidding. Inspection is by appointment only. Please see the contact below to schedule an inspection.

#### \$ Payment

#### **PAYMENT**

If you are the winning bidder, you will facilitate payment by referring to the My Bids section of your account.

#### Note

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- 2. Any invoice \$5,000 or above requires payment via wire transfer.
- 3. Depending on your history with GovDeals, you may be limited to the number of auctions/transactions that you can participate in simultaneously AND/OR the dollar amount that you can pay via credit card, debit card or PayPal. For additional insight, please visit the <u>Probation FAQ</u>.

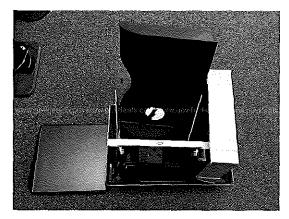
#### SALES TAX

When applicable, sales tax is calculated based upon the auction's advertised location.









#### Lot of desk organizers

Auction Ends

ET

Starting Bid

\$0.00

Terms and Conditions

Sign in to Place Bid

0 visitors

Quantity

Condition

Category

Inventory ID

Lot 1

Used/See Description

Office Equipment/Supplies

AUD22016

Lot of desk trays and organizers. One box.

## **?**Questions and Answers

There are currently no questions posted for this asset.

#### >> Seller Information



Seller Name

Warren County, OH

Asset Contact

Molly Thompson (Phone: 513-695-1134)

Asset Location

406 Justice Dr Lebanon, Ohio 45036-2385 Map to this location

#### **Q**Inspection

Most items offered for sale are used and may contain defects not immediately detectable. Bidders may inspect the property prior to bidding. Inspection is by appointment only. Please see the contact below to schedule an inspection.

#### \$ Payment

#### PAYMENT

If you are the winning bidder, you will facilitate payment by referring to the My Bids section of your account.

#### Note:

- 1. Payment is due within 5 (five) business days of auction closure.
- 2. Any invoice \$5,000 or above requires payment via wire transfer.
- 3. Depending on your history with GovDeals, you may be limited to the number of auctions/transactions that you can participate in simultaneously AND/OR the dollar amount that you can pay via credit card, debit card or PayPal. For additional insight, please visit the <u>Probation FAQ</u>.

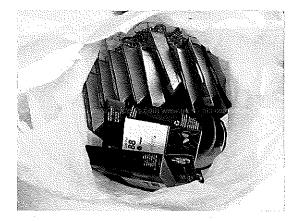
#### SALES TAX

When applicable, sales tax is calculated based upon the auction's advertised location.









#### Lot of ink cartridges

Auction Ends

ΕT

Starting Bid

\$0.00

Terms and Conditions

Sign In to Place Bid

0 visitors

Quantity

Condition

Category

Inventory ID

Lot 1

Used/See Description

Office Equipment/Supplies

AUD22015

Lot of multiple HP colored ink cartridges. Variety of colors.

#### **?**Questions and Answers

There are currently no questions posted for this asset.

#### >> Seller Information



Seller Name

Warren County, OH

**Asset Contact** 

Molly Thompson (Phone: 513-695-1134)

Asset Location

406 Justice Dr

Lebanon, Ohio 45036-2385 Map to this location

#### **Q**Inspection

Most items offered for sale are used and may contain defects not immediately detectable. Bidders may inspect the property prior to bidding. Inspection is by appointment only. Please see the contact below to schedule an inspection.

#### \$ Payment

#### **PAYMENT**

If you are the winning bidder, you will facilitate payment by referring to the My Bids section of your account.

#### Note:

- 1. Payment is due within 5 (five) business days of auction closure.
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#### SALES TAX

When applicable, sales tax is calculated based upon the auction's advertised location.









#### Lot of multiple office equipment

Auction Ends

Starting Bid

Terms and Conditions

\$0,00

Sign In to Place Bid

0 visitors

Quantity	Condition	Category	Inventory ID
Lot 1	Used/See Description	Office Equipment/Supplies	AUD22014

One box of multiple office equipment. Includes a keyboard, miscellaneous cords and computer mice,

#### **?**Questions and Answers

There are currently no questions posted for this asset.

#### >> Seller Information



Seller Name

Warren County, OH

Asset Contact

Molly Thompson (Phone: 513-695-1134)

Asset Location

406 Justice Dr Lebanon, Ohio 45036-2385 Map to this location

#### Q Inspection

Most items offered for sale are used and may contain defects not immediately detectable. Bidders may inspect the property prior to bidding, inspection is by appointment only. Please see the contact below to schedule an inspection.

#### \$ Payment

#### PAYMENT

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#### Note:

- 1. Payment is due within 5 (five) business days of auction closure.
- 2. Any invoice \$5,000 or above requires payment via wire transfer.
- 3. Depending on your history with GovDeals, you may be limited to the number of auctions/transactions that you can participate in simultaneously AND/OR the dollar amount that you can pay via credit card, debit card or PayPaf. For additional insight, please visit the <u>Probation FAQ</u>.

#### SALES TAX

When applicable, sales tax is calculated based upon the auction's advertised location.

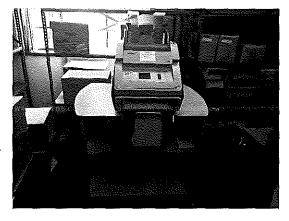






Q

Advanced Searc



#### Folding machine

Auction Ends

ET

Starting Bid

\$0.00

Terms and Conditions

Sign in to Place Bid

0 visitors

Condition

Category

Inventory ID

Used/See Description

Office Equipment/Supplies

AUD22013

Neopost folding machine with stand,

#### **?**Questions and Answers

There are currently no questions posted for this asset.

#### >> Seller Information



Seller Name

Warren County, OH

Asset Contact

Molly Thompson (Phone: 513-695-1134)

Asset Location

406 Justice Dr Lebanon, Ohio 45036-2385 Map to this location

#### Q<sub>Inspection</sub>

Most items offered for sale are used and may contain defects not immediately detectable. Bidders may inspect the property prior to bidding. Inspection is by appointment only. Please see the contact below to schedule an inspection.

#### \$ Payment

#### PAYMENT

If you are the winning bidder, you will facilitate payment by referring to the My Bids section of your account.

#### Note:

- 1. Payment is due within 5 (five) business days of auction closure.
- 2. Any invoice \$5,000 or above requires payment via wire transfer.
- 3. Depending on your history with GovDeals, you may be limited to the number of auctions/transactions that you can participate in simultaneously AND/OR the dollar amount that you can pay via credit card, debit card or PayPal. For additional insight, please visit the <u>Probation FAQ</u>.

#### SALES TAX

When applicable, sales tax is calculated based upon the auction's advertised location.







Advanced Search



#### Lot of white ribbon paper

Auction Ends

ET

Starting Bid

\$0.00

Terms and Conditions

Sign In to Place Bid

0 visitors

Quantity

Condition

Category

Inventory ID

Lot 1

Used/See Description

Office Equipment/Supplies

AUD22012

Lot of multiple white ribbon paper.

#### **?**Questions and Answers

There are currently no questions posted for this asset.

#### >> Seller Information



Seller Name

Warren County, OH

Asset Contact

Molly Thompson (Phone: 513-695-1134)

Asset Location

406 Justice Dr

Lebanon, Ohio 45036-2385

Map to this location

#### **Q**Inspection

Most items offered for sale are used and may contain defects not immediately detectable. Bidders may inspect the property prior to bidding. Inspection is by appointment only. Please see the contact below to schedule an inspection.

#### \$ Payment

#### PAYMENT

If you are the winning bidder, you will facilitate payment by referring to the My Bids section of your account.

#### Note:

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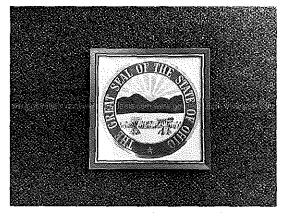
#### SALES TAX

When applicable, sales tax is calculated based upon the auction's advertised location.









#### The Great State of Ohio picture

Auction Ends

ET.

Starting Bld

\$0.00

Inventory ID

Terms and Conditions

Sign In to Place Bid

Ø visitors

Condition Category

Arts, Crafts, and Coffectibles AUD22011

The Great State of Ohio seal inside picture frame.

#### **?**Questions and Answers

There are currently no questions posted for this asset.

#### >> Seller Information

Used/See Description



Seller Name

Warren County, OH

Asset Contact

Molly Thompson (Phone: 513-695-1134)

Asset Location

406 Justice Dr

Lebanon, Ohio 45036-2385 Map to this location

#### Q Inspection

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#### \$ Payment

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#### SALES TAX

When applicable, sales tax is calculated based upon the auction's advertised location.









#### Lot of keyboard supports

**Auction Ends** 

ET

Starting Bid

\$0.00

Terms and Conditions

Sign in to Place Bid

0 visitors

Quantity

notition

Category

Inventory ID

Lot 1

Used/See Description

Office Equipment/Supplies

AUD22010

Lot of 6 black, used keyboard supports.

#### **?**Questions and Answers

There are currently no questions posted for this asset.

#### >> Seller Information



Seller Name

Warren County, OH

Asset Contact

Molly Thompson (Phone: 513-695-1134)

Asset Location

406 Justice Dr

Lebanon, Ohio 45036-2385 Map to this location

#### Q Inspection

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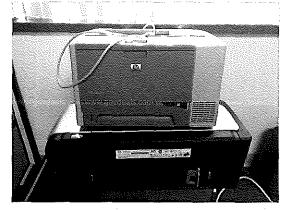
#### SALES TAX

When applicable, sales tax is calculated based upon the auction's advertised location.









#### Lot of 2 HP Printers

Auction Ends

ET

Starting Bid

\$0.00

Terms and Conditions

Sign in to Place Bid

0 visitors

Quantity	Condition	Category	Inventory ID
		e e	
Lot 1	Used/See Description	Office Equipment/Supplies	AUD22009

2 used HP Printers, HP Laserjet PRO K8600 and HP Laserjet 2430n Working condition: unknown

#### **?**Questions and Answers

There are currently no questions posted for this asset.

#### >> Seller Information



Seller Name

Warren County, OH

Asset Contact

Molly Thompson (Phone: 513-695-1134)

Asset Location

406 Justice Dr

Lebanon, Ohio 45036-2385 Map to this location

#### Q Inspection

Most items offered for sale are used and may contain defects not immediately detectable. Bidders may inspect the property prior to bidding. Inspection is by appointment only. Please see the contact below to schedule an inspection.

#### \$ Payment

#### PAYMENT

If you are the winning bidder, you will facilitate payment by referring to the My Bids section of your account.

#### Note

- 1. Payment is due within 5 (five) business days of auction closure.
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#### SALES TAX

When applicable, sales tax is calculated based upon the auction's advertised location.





Search Auctions Q



#### Lot of computer monitors

Auction Ends

ET

Starting Bid

\$0.00

Terms and Conditions

Sign In to Place Bid

0 visitors

Guantity

Condition

Category

Inventory ID

Lot 1

Used/See Description

Office Equipment/Supplies

AUD22008

Lot of multiple brand, used computer monitors. Dell: 6 monitors Acer: 1 monitor HP: 2 monitors

#### **?**Questions and Answers

There are currently no questions posted for this asset.

#### >> Seller Information



Seller Name

Warren County, OH

Asset Contact

Molly Thompson (Phone: 513-695-1134)

Asset Location

406 Justice Dr

Lebanon, Ohio 45036-2385

Map to this location

#### Q Inspection

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#### SALES TAX

When applicable, sales tax is calculated based upon the auction's advertised location.









# Auction Ends ET Starting Bid \$0.00 Telms and Conditions Sign in to Place Bid

2 visitors

Quantity	Condition	Category	Inventory ID
Lot 1	Used/See Description	Office Equipment/Supptles	AUD22007

Lot of 12 used Dell computer towers, Unknown working condition.

#### **?**Questions and Answers

There are currently no questions posted for this asset.

#### >> Seller Information



Seller Name

Warren County, OH

Asset Contact

Molly Thompson (Phone: 513-695-1134)

Asset Location

406 Justice Dr

Lebanon, Ohio 45036-2385 Map to this location

#### Q Inspection

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#### \$ Payment

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#### SALES TAX

When applicable, sales tax is calculated based upon the auction's advertised location.





Séarch Auctions Q.
Advanced Search



#### Small office table

**Auction Ends** 

ET

Starting Bid

\$0.00

Terms and Conditions

Sign In to Place Bid

0 visitors

Condition

Category

Inventory ID

Used/See Description

Furniture/Furnishings

AUD22006

Small wood office table with extender.

#### ?Questions and Answers

There are currently no questions posted for this asset.

#### >> Seller Information



Seller Name

Warren County, OH

Asset Contact

Molly Thompson (Phone: 513-695-1134)

Asset Location

406 Justice Dr Lebanon, Ohio 45036-2385

Map to this location

#### Q Inspection

Most items offered for sale are used and may contain defects not immediately detectable. Bidders may inspect the property prior to bidding. Inspection is by appointment only. Please see the contact below to schedule an inspection.

#### \$ Payment

#### PAYMENT

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#### SALES TAX

When applicable, sales tax is calculated based upon the auction's advertised location.









#### Computer and keyboard base

Auction Ends

ET

Starting Bid

\$0.00

Terms and Conditions

Sign In to Place Bid

Ovisitors

Condition

Category

Inventory ID

Used/See Description

Office Equipment/Supplies

AUD22005

One piece Varidesk computer and keyboard base.

#### **?**Questions and Answers

There are currently no questions posted for this asset.

#### >> Seller Information



Seller Name

Warren County, OH

Asset Contact

Molly Thompson (Phone: 513-695-1134)

Asset Location

406 Justice Dr

Lebanon, Ohio 45036-2385

Map to this location

#### **Q**Inspection

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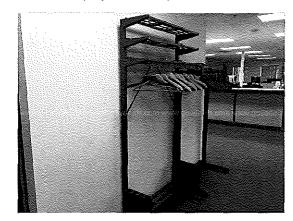
#### SALES TAX

When applicable, sales tax is calculated based upon the auction's advertised location.





Search Auctions Q,



#### Office coat rack

Auction Ends

ET

Starting Bld

\$0.00

Terms and Conditions

Sign In to Place Bid

0 visitors

Condition

Category

Inventory ID

Used/See Description

Furniture/Furnishings

AUD22004

Metal office coat rack with shelves and hangers.

#### **?**Questions and Answers

There are currently no questions posted for this asset.

#### >> Seller Information



Seller Name

Warren County, OH

Asset Contact

Molly Thompson (Phone: 513-695-1134)

Asset Location

406 Justice Dr

Lebanon, Ohio 45036-2385 Map to this location

#### QInspection

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#### \$ Payment

#### PAYMENT

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#### SALES TAX

When applicable, sales tax is calculated based upon the auction's advertised location.







Adr



#### Lot of 3 desk bases

Auction Ends

ET

Starting Bid

\$0.00

Terms and Conditions

Sign in to Place Bid

8 visitors

Quantity

Condition

Category

Inventory ID

Lot 1

Used/See Description

Furniture/Furnishings

AUD22003

Lot of 3 used desk bases, 2 black bases and 1 white.

#### **?**Questions and Answers

There are currently no questions posted for this asset.

#### >> Seller Information



Seiler Name

Warren County, OH

Asset Contact

Molly Thompson (Phone: 513-695-1134)

Asset Location

406 Justice Dr

Lebanon, Ohio 45036-2385

Map to this location

#### **Q**Inspection

Most items offered for sale are used and may contain defects not immediately detectable. Bidders may inspect the property prior to bidding. Inspection is by appointment only. Please see the contact below to schedule an inspection.

#### \$ Payment

#### **PAYMENT**

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#### SALES TAX

When applicable, sales tax is calculated based upon the auction's advertised location.







ANTAICED SCHOOL



#### Printer with finisher and toners

Auction Ends

ET

Starting Bid

\$0.00

Terms and Conditions

Sign in to Place Bid

0 visitors





Quantity

Condition

Category

Inventory ID

Lot 1

Used/See Description

Office Equipment/Supplies

AUD22002

Sharp MX-6240N printer with finisher and toners.

#### **?**Questions and Answers

There are currently no questions posted for this asset.

#### >> Seller Information



Seller Name

Warren County, OH

Asset Contact

Mally Thompson (Phone: 513-695-1134)

Asset Location

406 Justice Dr

Lebanon, Ohio 45036-2385 Map to this location

#### **Q** inspection

Most items offered for sale are used and may contain defects not immediately detectable. Bidders may inspect the property prior to bidding. Inspection is by appointment only. Please see the contact below to schedule an inspection.

#### \$ Payment

#### PAYMENT

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#### SALES TAX

When applicable, sales tax is calculated based upon the auction's advertised location.









#### Lot of 8 office chairs.

Auction Ends

Εī

Starting Bid \$0.00

Terms and Conditions

Sign in to Place Bid

0 visitors

 Quantity
 Condition
 Category
 Inventory ID

 Lot 1
 Used/See Description
 Furniture/Furnishings
 AUD22001

Lot of 8 used office chairs. 7 black chairs and 1 gray chair,

#### **?**Questions and Answers

There are currently no questions posted for this asset.

#### >> Seller Information



Seller Name

Warren County, OH

Asset Contact

Molly Thompson (Phone: 513-695-1134)

Asset Location

406 Justice Dr Lebanon, Ohio 45036-2385

Map to this location

#### **Q**Inspection

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#### \$ Payment

#### PAYMENT

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#### SALES TAX

When applicable, sales tax is calculated based upon the auction's advertised location.









Search Auctions Q Advanced Search

#### Electronic Hole Punch

**Auction Ends** 

ET

Starting Bid

\$0.00

Terms and Conditions

Sign In to Place Bid

0 visitors

Condition

Category

Inventory ID

Used/See Description

Office Equipment/Supplies

BDD22056

Swingline Electronic Hole Punch, No known issues. Pick Up at 42 Kings Way, Lebanon, OH 45036

#### Questions and Answers

There are currently no questions posted for this asset.

#### >> Seller Information



Seller Name

Warren County, OH

Asset Contact

Priscilla Hahn (Phone: 513-228-6421)

Asset Location

107 Oregonia Rd Lebanon, Ohio 45036-3903 Map to this location

#### Q Inspection

Most items offered for sale are used and may contain defects not immediately detectable. Bidders may inspect the property prior to bidding. Inspection is by appointment only. Please see the contact below to schedule an inspection.

#### \$ Payment

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#### SALES TAX

When applicable, sales tax is calculated based upon the auction's advertised location.









#### 6 Laptops

Auction Ends

ET

Starting Bid

\$0.00

Terms and Conditions

Sign In to Place Bid

0 visitors

Condition

Category

Inventory iD

Used/See Description

Computers: Laptops

BDD22055

Lot includes 5 Lenovo laptops and 1 Dell Laptop. No chargers. No known issues.

WILL NOT SHIP \*\*PICK UP AT 42 KINGS WAY, LEBANON, OH 45036\*\*

#### **?**Questions and Answers

There are currently no questions posted for this asset.

#### >> Seller Information



Seller Name

Warren County, OH

Asset Contact

Priscilla Halm (Phone: 513-228-6421)

Asset Location

107 Oregonia Rd Lebanon, Ohio 45036-3903 <u>Map to this Jocation</u>

#### **Q**Inspection

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#### \$ Payment

#### PAYMENT

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#### Note:

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#### SALES TAX

When applicable, sales tax is calculated based upon the auction's advertised location.





Search Auctions

Advanced Search



4 Lenovo PCs

Auction Ends

ΕT

Starting Bid

\$0.00

Terms and Conditions

Sign in to Place Bid

0 visitors

Condition

Category

Inventory ID

Used/See Description

Computers: Desktops and All-In-Ones

BDD22054

Lot includes 4 Lenovo PCs- No known Issues
WILL NOT SHIP \*\*PICK UP AT 42 KINGS WAY, LEBANON, OH 45036\*\*

#### **?**Questions and Answers

There are currently no questions posted for this asset.

#### >> Seller Information



Seller Name

Warren County, OH

Asset Contact

Priscilla Hahn (Phone: 513-228-6421)

Asset Location

107 Oregonia Rd Lebanon, Ohio 45036-3903 Map to this location

#### Q Inspection

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#### \$ Payment

#### PAYMENT

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#### SALES TAX

When applicable, sales tax is calculated based upon the auction's advertised location.

If you are seeking sales tax exemption, you must complete Liquidity Services' tax exemption form(s). We recommend doing this prior to the auction's closure or before making payment. To do so, please visit <u>Liquidity Services' Tax Exemption Submission Tool</u>.

#### ( Removal

Property may be removed by appointment only and appointments must be made at least 24 hours in advance. All items must be removed within ten (10) business days from the time and date of issuance of the Buyer's Certificate.

The Buyer will make all arrangements and perform all work necessary, including packing, loading and transportation of the property. No Assistance will be provided. A daily storage fee of \$10.00 may be charged for any item not removed within the 10 business days allowed and stated on the Buyer's Certificate.







#### 4 Lenovo PCs

Auction Ends

ET

Starting Bid

\$0.00

Terms and Conditions

Sign In to Place Bid

0 visitors

Condition

Category

Inventory ID

Used/See Description

Computers; Desktops and All-In-Ones

BDD22053

Lot includes 4 Lenovo PCs- No known Issues

WILL NOT SHIP \*\*PICK UP AT 42 KINGS WAY, LEBANON, OH 45036\*\*

#### ?Questions and Answers

There are currently no questions posted for this asset.

#### >> Seller Information



Seller Name

Warren County, OH

Asset Contact

Priscilla Hahn (Phone: 513-228-6421)

Asset Location

107 Oregonia Rd Lebanon, Ohio 45036-3903 <u>Map to this location</u>

#### **Q**Inspection

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#### \$ Payment

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#### SALES TAX

When applicable, sales tax is calculated based upon the auction's advertised location.









#### 5- Lenovo Laptops

Auction Ends

ET

Starting Bid

\$0.00

Terms and Conditions

Sign In to Place Bid

0 visitors

Condition

Category

Inventory ID

Used/See Description

Computers: Laptops

BDD22052

Lot includes 5 Lenovo Laptops- no chargers available.

4- No Known Issues 1- Broken Screen

WILL NOT SHIP \*\*PICK UP AT 42 KINGS WAY, LEBANON, OH 45036\*\*

#### **?**Questions and Answers

There are currently no questions posted for this asset.

#### >> Seller Information



Seller Name

Warren County, OH

**Asset Contact** 

Priscilla Hahn (Phone: 513-228-6421)

Asset Location

107 Oregonia Rd Lebanon, Ohio 45036-3903

Map to this Jocation

#### Q inspection

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#### \$ Payment

#### PAYMENT

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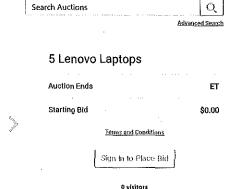
#### SALES TAX

When applicable, sales tax is calculated based upon the auction's advertised location.









Search Auctions





Condition Category

Inventory ID

Used/See Description

Computers: Laptops

BDD22051

Lot includes 5 Lenovo Laptops- no chargers available. 4- no known issues 1- Missing "T" key

WILL NOT SHIP \*\*PICK UP AT 42 KINGS WAY, LEBANON, OH 45036\*\*

#### Questions and Answers

There are currently no questions posted for this asset.

#### >> Seller Information



Seller Name

Warren County, OH

Asset Contact

Priscilla Hahn (Phone: 513-228-6421)

Asset Location

107 Oregonia Rd Lebanon, Ohio 45036-3903 Map to this location

#### Q Inspection

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#### \$ Payment

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#### SALES TAX

When applicable, sales tax is calculated based upon the auction's advertised location.







Search Auctions	Q
	Advanced Search

#### 5 Lenovo Laptops

Auction Ends

ET

Starting Bid

\$0.00

Terms and Conditions

Sign In to Place Bid

O visitors

Condition

Category

inventory iD

Used/See Description

Computers: Laptops

BDD22050

Lot includes 5 Lenovo Laptops-no chargers available.

1- Display issues- fades to Black 1- Missing "up arrow" key 1- Issues with "G" key 2- No known issues

WILL NOT SHIP \*\*PICK UP AT 42 KINGS WAY, LEBANON, OH 45036\*\*

#### **?**Questions and Answers

There are currently no questions posted for this asset.

#### >> Seller Information



Seller Name

Warren County, OH

Asset Contact

Priscilla Hahn (Phone: 513-228-6421)

Asset Location

107 Oregonia Rd Lebanon, Ohio 45036-3903

Map to this location

#### Q Inspection

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#### \$ Payment

#### PAYMENT

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#### Note:

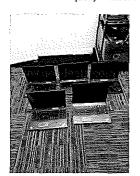
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#### SALES TAX

When applicable, sales tax is calculated based upon the auction's advertised location.









#### 5 Lenovo Laptops

Auction Ends

ET

Starting Bid

\$0.00

Terms and Conditions

Sign In to Place Bid

o visitors



Condition

Category

Inventory ID

Used/See Description

Computers: Laptops

BDD22049

Lot includes 5 Lenovo Laptops- no chargers available.

4 of the laptops- no known issues. 1 laptop has intermittent "g" key issues

WILL NOT SHIP \*\*PICK UP AT 42 KINGS WAY, LEBANON, OH 45036\*\*

#### **?**Questions and Answers

There are currently no questions posted for this asset.

#### >> Seller Information



Seller Name

Warren County, OH

Asset Contact

Priscilla Hahn (Phone: 513-228-6421)

Asset Location

107 Oregonia Rd Lebanon, Ohio 45036-3903 Map to this location

#### **Q** Inspection

Most items offered for sale are used and may contain defects not immediately detectable. Bidders may inspect the property prior to bidding. Inspection is by appointment only. Please see the contact below to schedule an inspection.

#### \$ Payment

#### <u>PAYMENT</u>

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#### Note:

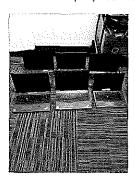
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#### SALES TAX

When applicable, sales tax is calculated based upon the auction's advertised location,







Search Auctions	Q
	Advanced Co

#### 6 Lenovo Laptops

Auction Ends

ΕT

Starting Bid

\$0.00

Terms and Conditions

Sign In to Place Bid

0 visitors

Condition

Category

Inventory ID

Used/See Description

Computers: Laptops

BDD22048

Lot includes 6 Lenovo Laptops- no chargers available.

5 of the laptops- No known issues. 1 laptop - the "8" on the number pad doesn't work

WILL NOT SHIP \*\*PICK UP AT 42 KINGS WAY, LEBANON, OH 45036\*\*

#### **?**Questions and Answers

There are currently no questions posted for this asset.

#### >> Seller Information



Seller Name

Warren County, OH

Asset Contact

Priscilla Hahn (Phone: 513-228-6421)

Asset Location

107 Oregonia Rd Lebanon, Ohio 45036-3903 Map to this location

#### **Q**Inspection

Most items offered for sale are used and may contain defects not immediately detectable. Bidders may inspect the property prior to bidding inspection is by appointment only. Please see the contact below to schedule an inspection.

#### \$ Payment

#### PAYMENT.

If you are the winning bidder, you will facilitate payment by referring to the My Bids section of your account.

#### Note:

- 1, Payment is due within 5 (five) business days of auction closure.
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#### SALES TAX

When applicable, sales tax is calculated based upon the auction's advertised location.









#### 5- Lenovo Laptops

Auction Ends

ET

Starting Bid

\$0.00

Terms and Conditions

Sign In to Place Bid

0 visitors

.

Condition

Category

Inventory ID

Used/See Description

Computers: Laptops

8DD22047

Lot includes 5 Lenovo Laptops- no chargers available. No known issues,

WILL NOT SHIP \*\*PICK UP AT 42 KINGS WAY, LEBANON, OH 45036\*\*

#### **?**Questions and Answers

There are currently no questions posted for this asset.

#### >> Seller Information



Seller Name

Warren County, OH

Asset Contact

Priscilla Hahn (Phone: 513-228-6421)

Asset Location

107 Oregonia Rd Lebanon, Ohio 45036-3903 <u>Map to this location</u>

#### Qinspection

Most items offered for sale are used and may contain defects not immediately detectable. Bidders may inspect the property prior to bidding. Inspection is by appointment only. Please see the contact below to schedule an inspection.

#### \$ Payment

#### PAYMENT

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#### SALES TAX

When applicable, sales tax is calculated based upon the auction's advertised location.









## OFFICE EQUIP AND FURNITURE

Auction Ends

ET

Starting Bid

\$0.00

Terms and Conditions

Sign in to Place Bid

0 visitors

Nore Photos (9

Quantity

Condition

Category

Inventory ID

Lot 1

Used/See Description

Office Equipment/Supplies

BLD22003

DESK WITH HUTCH, 2 OFFICE CHAIRS, 2-PLY COMPUTER PAPER PRINTER, HP LASER JET PRINTER 4250, HP LASER PRINTER, KODAK SCANNER, MONITOR, PC (BAD BOARD), TABLE AND TRASH CAN.

#### **?**Questions and Answers

There are currently no questions posted for this asset.

#### >> Seller Information



Seller Name

Warren County, OH

Asset Contact

Anna Helton (Phone: 513-695-1295 ext. 1295)

Asset Location

430 Justice Dr

Lebanon, Ohio 45036-2384 Map to this location

#### **Q**Inspection

Most items offered for sale are used and may contain defects not immediately detectable. Bidders may inspect the property prior to bidding, inspection is by appointment only. Please see the contact below to schedule an inspection.

#### \$ Payment

#### PAYMENT

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#### Note:

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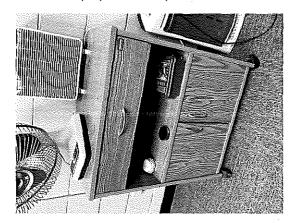
#### SALES TAX

When applicable, sales tax is calculated based upon the auction's advertised location.









## SMALL ROLLING WOOD CART/TABLE

**Auction Ends** 

Εī

Starting Bid

\$0.00

Terms and Conditions

Sign In to Place Bid

0 visitors

Condition

Category

Inventory ID

Used/See Description

Furniture/Furnishings

CPC2213

SMALL ROLLING WOOD CART/TABLE

#### **?**Questions and Answers

There are currently no questions posted for this asset.

#### >> Seller Information



Seller Name

Warren County, OH

**Asset Contact** 

Cindy Prewitt (Phone: 513-695-2596)

Asset Location

500 Justice Dr

Lebanon, Ohio 45036-2379 Map to this location

#### **Q** Inspection

Most items offered for sale are used and may contain defects not immediately detectable. Bidders may inspect the property prior to bidding. Inspection is by appointment only. Please see the contact below to schedule an inspection.

#### \$ Payment

#### PAYMENT

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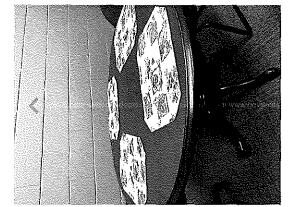
#### SALES TAX

When applicable, sales tax is calculated based upon the auction's advertised location.









#### SMALL ROUND WOOD TABLE

Auction Ends

ET

Starting Bid

\$0.00

Terms and Conditions

Sign in to Place Bid

0 visitors





Condition

Category

Inventory ID

Used/See Description

Furniture/Furnishings

CPC2212

SMALL ROUND WOOD TABLE IN GOOD SHAPE

#### **?**Questions and Answers

There are currently no questions posted for this asset.

#### >> Seller Information



Seller Name

Warren County, OH

Asset Contact

Cindy Prewitt (Phone: 513-695-2596)

Asset Location

500 Justice Dr

Lebanon, Ohio 45036-2379 Map to this location

#### **Q**Inspection

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#### SALES TAX

When applicable, sales tax is calculated based upon the auction's advertised location.





Search Auctions O<sub>s</sub>



#### 2 OFFICE CHAIRS

Auction Ends

ΕT

Starting Bid

\$0.00

Terms and Conditions

Skyn In to Place Bid

0 visitors

Condition

Category

Inventory ID

Used/See Description

Furniture/Furnishings

CPC2211

2 OFFICE CHAIRS 2 LEATHER

#### **?**Questions and Answers

There are currently no questions posted for this asset.

#### >> Seller Information



Seller Name

Warren County, OH

Asset Contact

Cindy Prewitt (Phone: 513-695-2596)

Asset Location

500 Justice Dr

Lebanon, Ohio 45036-2379 Map to this location

#### **QInspection**

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#### SALES TAX

When applicable, sales tax is calculated based upon the auction's advertised location.





Search Auctions Q

Advanced Search

#### Kodak M836 8.2mp camera

Auction Ends

ΕT

Starting Bid

\$0.00

Terms and Conditions

Sign In to Place Bid

O visitors

Condition

Category

Inventory ID

Used/See Description

Photographic Equipment

EMS2200116

Kodak M836 8.2mega pixel small camera

#### ?Questions and Answers

There are currently no questions posted for this asset.

#### >> Seller Information



Seller Name

Warren County, OH

Asset Contact

Melissa Abrams (Phone: 513-695-1315)

Asset Location

520 Justice Dr

Lebanon, Ohio 45036-2486 Map to this location

#### **Q**Inspection

Most items offered for sale are used and may contain defects not immediately detectable. Bidders may inspect the property prior to bidding, inspection is by appointment only. Please see the contact below to schedule an inspection.







#### HP Laserjet P4015DN printer

Auction Ends

ΕT

Starting Bid

\$0.00

Terros and Conditions

Sign In to Place Bid

O visitors

Condition

Category

Inventory ID

Used/See Description

Computer Printers, Scanners, and Copiers

EMS2200115

HP Laserjet P4015DN printer

#### **?**Questions and Answers

There are currently no questions posted for this asset.

#### >> Seller Information



Seller Name

Warren County, OH

Asset Contact

Melissa Abrams (Phone: 513-695-1315)

Asset Location

520 Justice Dr

Lebanon, Ohio 45036-2486

Map to this location

#### **Q**Inspection

Most items offered for sale are used and may contain defects not immediately detectable. Bidders may inspect the property prior to bidding. Inspection is by appointment only. Please see the contact below to schedule an inspection.

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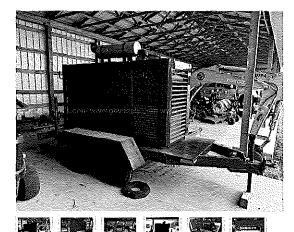
#### SALES TAX

When applicable, sales tax is calculated based upon the auction's advertised location,





Advanced Search



#### 75kw Tow Behind Generator

Auction Ends

EΤ

Starting Bid

\$0.00

Terms and Conditions

Sign in to Place Bid

0 visitors

Condition

Category

Inventory ID

Used/See Description

Generators

EMS2200114

75kw Kohler Tow Behind Generator Model Number 75R0Z71 Serial Number 117746 Spec Number 17578A54-57

#### **?**Questions and Answers

There are currently no questions posted for this asset.

#### >> Seller Information



Seller Name

Warren County, OH

Asset Contact

Melissa Abrams (Phone: 513-695-1315)

Asset Location

430 Justice Dr

Lebanon, Ohio 45036-2384 Map to this Jocation

#### **Q** Inspection

Most items offered for sale are used and may contain defects not immediately detectable. Bidders may inspect the property prior to bidding. Inspection is by appointment only. Please see the contact below to schedule an inspection.

#### \$ Payment

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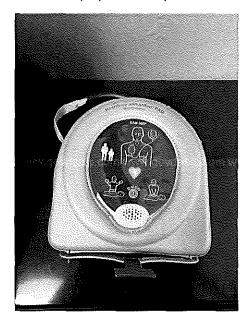
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#### SALES TAX

When applicable, sales tax is calculated based upon the auction's advertised location.







Search Auctions

Q

Advanced Search

Defibrillator

Auction Ends

ΕT

Starting Bid

\$0.00

Terms and Conditions

Sign In to Place Bid

0 visitors

Condition

Used/See Description

Category

Inventory ID

First Aid

EMS2200113

HeartSine Samaritan Pad Defibrillator with bag

#### **?**Questions and Answers

There are currently no questions posted for this asset.

#### >> Seller Information



Seller Name

Warren County, OH

**Asset Contact** 

Melissa Abrams (Phone: 513-695-1315)

Asset Location

520 Justice Dr

Lebanon, Ohio 45036-2486 Map to this location

#### **Q**Inspection

Most items offered for sale are used and may contain defects not immediately detectable. Bidders may inspect the property prior to bidding. Inspection is by appointment only. Please see the contact below to schedule an inspection.



Search Auctions O. Advanced Search



Copier

Auction Ends

ET

Starting Bid

\$0.00

Terms and Conditions

Sign In to Place Bid

0 visitors

Condition

Category

Inventory ID

Used/See Description

Computer Printers, Scanners, and Copiers

EMS2200112

Large Color Copier - Sharp MX5500N

#### **?**Questions and Answers

There are currently no questions posted for this asset.

#### >> Seller Information



Seller Name

Warren County, OH

Asset Contact

Melissa Abrams (Phone: 513-695-1315)

Asset Location

520 Justice Dr Lebanon, Ohio 45036-2486

Map to this location

#### Q Inspection

Most items offered for sale are used and may contain defects not immediately detectable. Bidders may inspect the property prior to bidding. Inspection is by appointment only. Please see the contact below to schedule an inspection.

#### \$ Payment

#### PAYMENT

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#### Note:

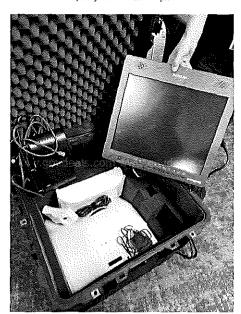
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#### SALES TAX

When applicable, sales tax is calculated based upon the auction's advertised location.







Search Auctions Q
Advanced Seatch

#### Projector, Projector Screen CradlePoint Wifi Router

Auction Ends

ΕŤ

Starting 8td

\$0.00

Terms and Conditions

Sign In to Place Bid

0 visitors

Quantity

Condition

Category

Inventory ID

Lot 1

Used/See Description

Computer accessories

EMS2200111

Hitachi Starboard Projector Screen, Optoma Projector, CradlePoint Wifi Router

#### ?Questions and Answers

There are currently no questions posted for this asset.

#### >> Seller Information



Seller Name

Warren County, OH

Asset Contact

Melissa Abrams (Phone: 513-695-1315)

Asset Location

520 Justice Dr

Lebanon, Ohio 45036-2486 Map to this location

#### **Q**Inspection

Most items offered for sale are used and may contain defects not immediately detectable. Bidders may inspect the property prior to bidding. Inspection is by appointment only. Please see the contact below to schedule an inspection.





Search Auctions

O,

Advanced Search

Scanner

Auction Ends

ET

Starting Bid

\$0.00

Terms and Conditions

Sign In to Place Bid

0 visitors

Condition

Category

Inventory ID

Used/See Description

Computer Printers, Scanners, and Copiers

EMS2200110

Document Scanner - ScanSnap Model IX500

#### **?**Questions and Answers

There are currently no questions posted for this asset.

#### >> Seller Information



Seller Name

Warren County, OH

Asset Contact

Melissa Abrams (Phone: 513-695-1315)

Asset Location

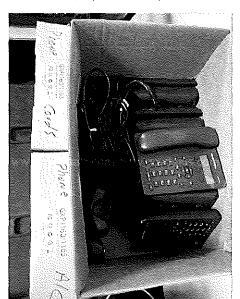
520 Justice Dr

Lebanon, Ohio 45036-2486 Map to this location

#### **Q**Inspection

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Search Auctions Q
Advanced Search

#### Telephones

Auction Ends ET

Starting Bid \$0.00

Terms Bid Conditions

Sign in to Place Bid

0 visitors

Quantity

Lot 1

Condition

Used/See Description

Category

Inventory ID

Office Equipment/Supplies

EMS2200109

10 Grandstream GXP160 Telephones with cords and ac adapters

#### ?Questions and Answers

There are currently no questions posted for this asset.

#### >> Seller Information



Seller Name

Warren County, OH

Asset Contact

Melissa Abrams (Phone: 513-695-1315)

Asset Location

520 Justice Dr

Lebanon, Ohio 45036-2486 Map to this location

#### **Q**Inspection

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Search Auctions Q
Advanced Search

#### Scanners, Printer, Monitors

Auction Ends

ET

Starting Bid

\$0.00

Terms and Conditions

Sign in to Place Bid

G visitors

Quantity	Condition	Category		Inventory ID
•		A STATE OF THE STA	•	
Lot 1	Used/See Description	Computer Printers, Scanners, and Conlers		FMS2200108

1 HP Printer Laser-Jet P4015DN, 3 Epson GT-S50 document Scanners, 2 Acer computer monitors, 1 APC battery backup, 1 computer monitor stand

#### **?**Questions and Answers

There are currently no questions posted for this asset.

#### >> Seller Information



Seller Name

Warren County, OH

**Asset Contact** 

Melissa Abrams (Phone: 513-695-1315)

Asset Location

520 Justice Dr

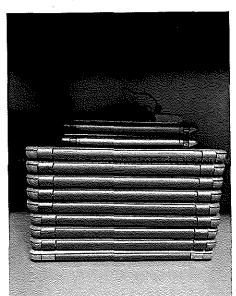
Lebanon, Ohio 45036-2486

Map to this location

#### **Q**Inspection

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Search Auctions Q

#### Laptops

Auction Ends

ET

Starting Bid

\$0.00

Terms and Conditions

Sign in to Place Bid

0 visitors

Quantity

Condition

Category

Inventory ID

Lot 1

Used/See Description

Computers: Laptops

EMS2200107

2 Acer Aspire Mini Laptops W10pro, 9 HP Laptops Wpro

#### **?**Questions and Answers

There are currently no questions posted for this asset.

#### >> Seller Information



Seller Name

Warren County, OH

Asset Contact

Metissa Abrams (Phone: 513-695-1315)

Asset Location

520 Justice Dr

Lebanon, Ohio 45036-2486

Map to this location

#### Q Inspection

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Search Auctions Q

#### Laptops, Tablets, Scanning Reciever

**Auction Ends** 

ET

Starting Bld

\$0.00

Terms and Conditions

Sign to Place Bid

0 visitors

Quantity	Condition	Category	Inventory ID
	* * *	e e	
Lot 1	Used/See Description	Computers, Parts, and Supplies	EMS2200106

1 Grecom PSR600 Scanning Receiver, 3 Microsoft Surface Tablets 32gb Windows RT with keypads, 1 Wireless Bluetooth Keyboard, 3 Panasonic Toughbooks WPro & WXP, 5 Acer Aspire Laptops W7, misc. cords

#### **?**Questions and Answers

There are currently no questions posted for this asset.

#### >> Seller Information



Seller Name

Warren County, OH

Asset Contact

Melissa Abrams (Phone: 513-695-1315)

Asset Location

520 Justice Dr

Lebanon, Ohio 45036-2486 Map to this location

### QInspection

Most items offered for sale are used and may contain defects not immediately detectable. Bidders may inspect the property prior to bidding. Inspection is by appointment only. Please see the contact below to schedule an inspection.



Search Auctions Q



## Computer Towers, Laptops, Conference Phone

**Auction Ends** 

ET

Starting Bid

\$0.00

Terms and Conditions

Sign In to Place Bid

vistore

Quantity

Condition

Category

Inventory ID

Lot 1

Used/See Description

Computers, Parts, and Supplies

EMS2200105

7 HP Computer Towers Pro Windows 8, APC UPS Backup, 2 Acer Aspire Laptops W8, 2 Deli Latitude Laptops WXP, 1 Clearone Max Wireless Conference Phone with Pager

#### **?**Questions and Answers

There are currently no questions posted for this asset.

#### >> Seiler Information



Seiler Name

Warren County, OH

Asset Contact

Melissa Abrams (Phone: 513-695-1315)

Asset Location

520 Justice Dr

Lebanon, Ohio 45036-2486 Map to this location

#### **Q**Inspection

Most items offered for sale are used and may contain defects not immediately detectable. Bidders may inspect the property prior to bidding. Inspection is by appointment only. Please see the contact below to schedule an inspection.

#### \$ Payment

#### PAYMENT

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#### Note

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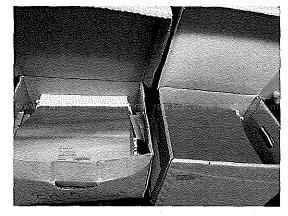
#### SALES TAX

When applicable, sales tax is calculated based upon the auction's advertised location.









# Hanging file folders Auction Ends Starting Bid

Terms and Conditions

ET

\$0,00

Sign In to Place Bid

0 visitors

 Quantity
 Condition
 Category
 Inventory ID

 Lot 1
 Used/See Description
 Office Equipment/Supplies
 EMS2200104

Hanging file folders

#### ?Questions and Answers

There are currently no questions posted for this asset.

#### >> Seller Information



Seller Name

Warren County, OH

Asset Contact

Melissa Abrams (Phone: 513-695-1315)

Asset Location

520 Justice Dr

Lebanon, Ohio 45036-2486

Map to this location

#### Q Inspection

Most items offered for sale are used and may contain defects not immediately detectable. Bidders may inspect the property prior to bidding. Inspection is by appointment only. Please see the contact below to schedule an inspection.

#### \$ Payment

#### **PAYMENT**

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#### Note:

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#### SALES TAX

When applicable, sales tax is calculated based upon the auction's advertised location.









# Computer Monitor Mount Stands

Auction Ends

Starting Bid \$0.00

Terms and Conditions

Sign in to Place Bid

0 visitors



Quantity

Condition

Category

Inventory ID

ET

Lot 1

Used/See Description

Computer accessories

EMS2200103

Computer Monitor Mount Stands

#### **?**Questions and Answers

There are currently no questions posted for this asset.

#### >> Seller Information



Seller Name

Warren County, OH

Asset Contact

Melissa Abrams (Phone: 513-695-1315)

Asset Location

520 Justice Dr

Lebanon, Ohlo 45036-2486 Map to this location

#### **Q**Inspection

Most items offered for sale are used and may contain defects not immediately detectable. Bidders may inspect the property prior to bidding, inspection is by appointment only. Please see the contact below to schedule an inspection.

#### \$ Payment

#### PAYMENT

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#### SALES TAX

When applicable, sales tax is calculated based upon the auction's advertised location.









#### 4 large bags, 1 small bag

Auction Ends

ET

Starting Bid

\$0.00

Terms and Conditions

Sign In to Place Bid

0 visitors



Quantity

Condition

Category

Inventory ID

Lot 1

Used/See Description

Bags, All Types

EMS2200102

4 large tactical bags & 1 small bag

#### **?**Questions and Answers

There are currently no questions posted for this asset.

#### >> Seller Information



Seller Name

Warren County, OH

Asset Contact

Melissa Abrams (Phone: 513-695-1315)

Asset Location

520 Justice Dr

Lebanon, Ohlo 45036-2486 Map to this location

#### **Q**Inspection

Most items offered for sale are used and may contain defects not immediately detectable. Bidders may inspect the property prior to bidding. Inspection is by appointment only. Please see the contact below to schedule an inspection.

#### \$ Payment

#### PAYMENT

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#### Note:

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#### SALES TAX

When applicable, sales tax is calculated based upon the auction's advertised location.









#### 30+ Binders

Auction Ends

ET

Starting Bid

\$0.00

Terms and Conditions

Sign in to Place Bid

0 visitors

Quantity

Condition

Category

Inventory ID

Lot 1

Used/See Description

Office Equipment/Supplies

EMS2200101

30 + Binders

#### **?**Questions and Answers

There are currently no questions posted for this asset.

#### >> Seller Information



Seller Name

Warren County, OH

Asset Contact

Melissa Abrams (Phone: 513-695-1315)

Asset Location

520 Justice Dr

Lebanon, Ohlo 45036-2486

Map to this location

#### **Q**Inspection

Most items offered for sale are used and may contain defects not immediately detectable. Bidders may inspect the property prior to bidding. Inspection is by appointment only. Please see the contact below to schedule an inspection.

#### \$ Payment

#### **PAYMENT**

If you are the winning bidder, you will facilitate payment by referring to the  $\underline{\mathsf{My}}$  Bids section of your account.

#### Note:

- 1. Payment is due within 5 (five) business days of auction closure.
- 2. Any involce \$5,000 or above requires payment via wire transfer.
- 3. Depending on your history with GovDeals, you may be limited to the number of auctions/transactions that you can participate in simultaneously AND/OR the dollar amount that you can pay via credit card, debit card or PayPal. For additional insight, please visit the <u>Probation FAQ</u>.

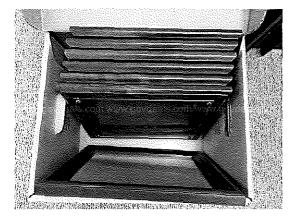
#### SALES TAX

When applicable, sales tax is calculated based upon the auction's advertised location.









#### 7 Document Frames

Auction Ends

ΕŦ

Starting Bid

\$0.00

Terms and Conditions

Sign In to Place Bid

0 visitors

Quantity

condition?

Category

Inventory ID

Lot 1

Used/See Description

Office Equipment/Supplies

EMS2200100

7 Document Frames

#### **?**Questions and Answers

There are currently no questions posted for this asset.

#### >> Seller Information



Seller Name

Warren County, OH

Asset Contact

Melissa Abrams (Phone; 513-695-1315)

Asset Location

520 Justice Dr

Lebanon, Ohio 45036-2486

Map to this location

#### Q Inspection

Most items offered for sale are used and may contain defects not immediately detectable. Bidders may inspect the property prior to bidding. Inspection is by appointment only. Please see the contact below to schedule an inspection.

#### \$ Payment

#### PAYMENT

If you are the winning bidder, you will facilitate payment by referring to the My Bids section of your account.

#### Note:

- 1. Payment Is due within 5 (five) business days of auction closure.
- 2. Any invoice \$5,000 or above requires payment via wire transfer.
- 3. Depending on your history with GovDeals, you may be limited to the number of auctions/transactions that you can participate in simultaneously AND/OR the dollar amount that you can pay via credit card, debit card or PayPal. For additional insight, please visit the <u>Probation FAQ</u>.

#### SALES TAX

When applicable, sales tax is calculated based upon the auction's advertised location.









#### Small Side Table

Auction Ends

ET

Starting Bid

\$0.00

Terms and Conditions

Sign in to Place Bid

0 visitors

Condition

Category

Inventory ID

Used/See Description

Furniture/Furnishings

JUV22002

Small side table.

#### **?**Questions and Answers

There are currently no questions posted for this asset.

#### >> Seller Information



Seller Name

Warren County, OH

Asset Contact

Michael Mason (Phone: 513-695-1613 ext. 1613)

Asset Location

900 Memorial Dr

Lebanon, Ohio 45036-2443

Map to this location

#### Q Inspection

Most items offered for sale are used and may contain defects not immediately detectable. Bidders may inspect the property prior to bidding. Inspection is by appointment only. Please see the contact below to schedule an inspection.

#### \$ Payment

#### PAYMENT

If you are the winning bidder, you will facilitate payment by referring to the My Bids section of your account.

#### Note:

- 1. Payment is due within 5 (five) business days of auction closure.
- 2. Any invoice \$5,000 or above requires payment via wire transfer,
- 3. Depending on your history with GovDeals, you may be limited to the number of auctions/transactions that you can participate in simultaneously AND/OR the dollar amount that you can pay via credit card, debit card or PayPal. For additional insight, please visit the <u>Probation FAQ</u>.

#### SALES TAX

When applicable, sales tax is calculated based upon the auction's advertised location.

If you are seeking sales tax exemption, you must complete Liquidity Services' tax exemption form(s). We recommend doing this prior to the auction's closure or before making payment. To do so, please visit <u>Liquidity Services' Tax Exemption Submission Tool</u>.

#### ( Removal

Property may be removed by appointment only and appointments must be made at least 24 hours in advance. All items must be removed within ten (10) business days from the time and date of issuance of the Buyer's Certificate.

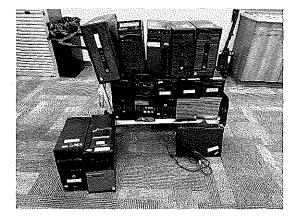
The Buyer will make all arrangements and perform all work necessary, including packing, loading and transportation of the property. No Assistance will be provided. A daily storage fee of \$10.00 may be charged for any item not removed within the 10 business days allowed and stated on the Buyer's Certificate.



Search Auctions

્

Advanced Search



#### 12 Computer Towers and 1 Laptop

Auction Ends

ET

Starting Bid

\$0.00

Terms and Conditions

Sign In to Place Bid

0 visitors

Condition

Category

Inventory ID

Used/See Description

Computer Hardware

SHF22503

12 computer towers various brands and 1 laptop with power cord

#### **?**Questions and Answers

There are currently no questions posted for this asset

#### >> Seller Information



Seller Name

Warren County, OH

Asset Contact

Craig Jestice (Phone: 513-695-1749 ext. 1749)

Asset Location

822 Justice Drive Lebanon, Ohlo 45036 Map to this focation

#### **Q**Inspection

Most Items offered for sale are used and may contain defects not immediately detectable. Bidders may inspect the property prior to bidding. Inspection is by appointment only. Please see the contact below to schedule an inspection.

#### \$ Payment

#### PAYMENT

if you are the winning bidder, you will facilitate payment by referring to the My Bids section of your account.

#### Note:

- 1. Payment is due within 5 (five) business days of auction closure.
- 2. Any invoice \$5,000 or above requires payment via wire transfer.
- 3. Depending on your history with GovDeals, you may be limited to the number of auctions/transactions that you can participate in simultaneously AND/OR the dollar amount that you can pay via credit card, debit card or PayPai. For additional insight, please visit the <u>Probation FAQ</u>.

#### SALES TAX

When applicable, sales tax is calculated based upon the auction's advertised location.









Advanced Search



#### 10 Monitors, 5 PC Towers, 6 Laptops, 1 Toughbook, 3 DVD Drives, 2 HP Printers

Auction Ends

ΕŢ

Starting Bid

\$0.00

Terms and Conditions

Sign In to Place Bid

0 visitors

Condition

Category

Inventory ID

Used/See Description

Computer Printers, Scanners, and Copiers

SHF22502

10 monitors various brands, 5 PC towers various brands, 6 laptops various brands, 1 Panasonic Toughbook, 3 DVD drives, and 2 HP black and white printers.

#### ?Questions and Answers

There are currently no questions posted for this asset.

#### >> Seller Information



Seller Name

Warren County, OH

Asset Contact

Craig Jestice (Phone: 513-695-1749 ext. 1749)

Asset Location

822 Justice Drive Lebanon, Ohio 45036 Map to this location

#### **Q** Inspection

Most items offered for sale are used and may contain defects not immediately detectable. Bidders may inspect the property prior to bidding, inspection is by appointment only. Please see the contact below to schedule an inspection.

#### \$ Payment

#### PAYMENT

If you are the winning bidder, you will facilitate payment by referring to the  $\underline{\text{My Bids}}$  section of your account.

#### Note:

- 1. Payment is due within 5 (five) business days of auction closure.
- 2. Any invoice \$5,000 or above requires payment via wire transfer.
- 3. Depending on your history with GovDeals, you may be limited to the number of auctions/transactions that you can participate in simultaneously AND/OR the dollar amount that you can pay via credit card, debit card or PayPal. For additional insight, please visit the <u>Probation FAQ</u>.

#### SALES TAX

When applicable, sales tax is calculated based upon the auction's advertised location.



Search Auctions

Q

Advanced Search



#### (2) Cisco ASA 5505 Security Appliances

Auction Ends

ET

Starting Bid

\$0.00

Terms and Condition

Sign In to Place Bid

0 visitors





Make/Brand

Model

VIN/Serial

Cisco ASA

ASA 5505

JMX200640C1/JMX194241AH

Quantity

Condition

Category

Inventory ID

Lot 1

Used/See Description

Computers, Parts, and Supplies

TEL22029

Unknown working condition on these Cisco ASA 5505 Security Appliances

#### **?**Questions and Answers

There are currently no questions posted for this asset.

#### >> Seller Information



Seller Name

Warren County, OH

Asset Contact

Kristy Oeder (Phone: 513-695-1319)

Asset Location

430 Justice Dr

Lebanon, Ohio 45036-2384 Map to this location

#### **Q** Inspection

Most items offered for sale are used and may contain defects not immediately detectable. Bidders may inspect the property prior to bidding. Inspection is by appointment only. Please see the contact below to schedule an inspection.





Search Auctions



Advanced Search



#### lot of wireless conference phones; Dynatel cable locator and Phoenix Microbert

Auction Ends

ΕT

Starting Bid

\$0,00

Yerms and Conditions

Sign in to Place Bid

0 visitors

	200
300	
Tight Call	





Make/Brand

Model

VIN/Serial

Clearphone; Dynatel; Phoen

various products

see below

Quantity

Condition

Category

Inventory ID

Lot 1

Used/See Description

Computers, Parts, and Supplies

TEL22028

1 Phoenix Microsystems 5575 T1 Microbert unknown condition serial#607 R2.01/4/02; 1 Dyantel 500 Cable locator unknown condition 500-016-030; 2 Clearphone Max wireless Conference phones unknown condition 284106120724RB

#### **?**Questions and Answers

There are currently no questions posted for this asset.

#### >> Seller Information



Seller Name

Warren County, OH

Asset Contact

Kristy Oeder (Phone: 513-695-1319)

Asset Location

430 Justice Dr

Lebanon, Ohio 45036-2384

Map to this location

#### Q Inspection

Most items offered for sale are used and may contain defects not immediately detectable. Bidders may inspect the property prior to bidding. Inspection is by appointment only. Please see the contact below to schedule an inspection.





Adtran HTUs and shelving



Auction Ends

Starting Bid

\$0.00

Terms and Conditions

Sign in to Place Bid

0 visitors



Make/Brand

Model

Adtran

various HTU products

Quantity

Condition

Category

Inventory ID

Lot 1

Used/See Description

Computers, Parts, and Supplies

TEL22027

26 Adtran HTU-CM unknown working condition; 3 Adtran HTU-C unknown working condition; 17 Adtran HTU-R unknown working condition; 14 Adtran shelving

#### **?**Questions and Answers

There are currently no questions posted for this asset.

#### >> Seller Information



Seiler Name

Warren County, OH

Asset Contact

Kristy Oeder (Phone: 513-695-1319)

Asset Location

430 Justice Or

Lebanon, Ohio 45036-2384

Map to this location

#### **Q**Inspection





Search Auctions Q,
Advanced Search



#### HP Z420 Desktop Computer

Auction Ends

ET

Starting Bid

\$0.00

Terms and Cunditions

Sign in to Place Bid

0 visitors

 Make/Brand
 Model

 HP
 Z420

 Condition
 Category
 Inventory ID

 Used/See Description
 Computers, Parts, and Supplies
 TEL 22026

GeForce GTX 770 Graphics card included No RAM included No hard drive included Unknown working condition

#### ?Questions and Answers

There are currently no questions posted for this asset.

#### >> Seller Information



Seller Name

Warren County, OH

Asset Contact

Kristy Oeder (Phone: 513-695-1319)

Asset Location

430 Justice Dr Lebanon, Ohio 45036-2384 Map to this location

### **Q**Inspection







Sea	ırc	ch	À	ucti	ons								 Q
						 			 	•	 	Adva	ed Search

#### 10 Key Tronic PS2 Keyboards

Auction Ends

ET

Starting Bid

\$0.00

Terms and Conditions

Sign In to Place Bid

0 visitors

Make/Brand		Model	VIN/Serial	
Key Tronic		KT800P2	C121800347	
	0	A	1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 -	
Quantity	Condition	Category		Inventory ID
Lot 1	Used/See Description	Computers Parts and Suppl	lies	TEL 22025

Box of 10 Key Tronic PS2 Keyboards never opened; never used; still in working condition

#### **?**Questions and Answers

There are currently no questions posted for this asset.

#### >> Seller Information



Seller Name

Warren County, OH

Asset Contact

Kristy Geder (Phone: 513-695-1319)

Asset Location

430 Justice Dr

Lebanon, Ohio 45036-2384 Map to this location

#### **Q**Inspection









#### Cisco ME Switch

Auction Ends

ΕT

Starting Bid

\$0.00

Terms and Conditions

Sign lu to Place Bid

0 visitors



 Make/Brand
 Model
 VIN/Serial

 Cisco
 ME Switch
 FCW1909H0F5

 Condition
 Category
 Inventory ID

 Used/See Description
 Computers, Parts, and Supplies
 TEL22024

Cisco ME Switch in working condition

#### **?**Questions and Answers

There are currently no questions posted for this asset.

#### >> Seller Information



Seller Name

Warren County, OH

**Asset Contact** 

Kristy Oeder (Phone: 513-695-1319)

Asset Location

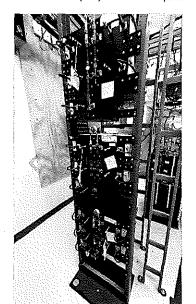
430 Justice Dr Lebanon, Ohio 45036-2384

Map to this location

### **Q**Inspection







Search Auctions Q

### 3 dbSpectra 800MHz rack mounted combiners

**Auction Ends** 

ET

Starting Bid

\$0.00

<u>Terms</u> and Conditions

Sign In to Place Bid

0 visitors



Make/Brand		Model	•		VIN/Serial	
dbSpectra		D88062F5-	в		SEE BELOW	
Quantity	Condition		Category	**		Inventory ID
Lot 1	Used/See Description		Computers, Parts, a	nd Supplies		TEL220023

(3) db Spectra 800 MHz D88062F5-B rack mounted combiners unknown working condition DB5735-1-1 D79353-2-1 D79353-4-1

#### ?Questions and Answers

There are currently no questions posted for this asset.

#### >> Seller Information



Seller Name

Warren County, OH

Asset Contact

Kristy Oeder (Phone: 513-695-1319)

Asset Location

430 Justice Dr

Lebanon, Ohio 45036-2384 Map to this location

#### Q Inspection

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#### \$ Payment









#### 4 Andrew HP6 6ft microwave dishes/ 3 Andrew HP8 8ft microwave dishes

Auction Ends

ΕT

Starting Bid

\$0.00

Terms and Conditions

Sign In to Place Bid

0 visitors

khare Photos 🤭

Make/Brand

Model

Andrew

HP6 107 P3A/H & HP8 107 P

Quantity

Condition

Category

Inventory ID

Lot 1

Used/See Description

Computers, Parts, and Supplies

TEL22022

4 Andrew HP6-107-P3A/H 6 ft microwave dishes unknown working condition 3 Andrew HP8-107-P3A 8 ft microwave dishes unknown working condition

#### **?**Questions and Answers

There are currently no questions posted for this asset.

#### >> Seller Information



Seller Name

Warren County, OH

Asset Contact

Kristy Oeder (Phone: 513-695-1319)

Asset Location

430 Justice Dr

Lebanon, Ohio 45036-2384

Map to this location

#### **Q**Inspection

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#### \$ Payment

#### **PAYMENT**

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#### Note:

- 1. Payment is due within 5 (five) business days of auction closure.
- 2. Any invoice \$5,000 or above requires payment via wire transfer.
- 3. Depending on your history with GovDeals, you may be limited to the number of auctions/transactions that you can participate in simultaneously AND/OR the dollar amount that you can pay via credit card, debit card or PayPal. For additional insight, please visit the <u>Probation FAQ</u>.

#### SALES TAX

When applicable, sales tax is calculated based upon the auction's advertised location.

If you are seeking sales tax exemption, you must complete Liquidity Services' tax exemption form(s). We recommend doing this prior to the auction's closure or before making payment. To do so, please visit <u>Liquidity Services' Tax Exemption Submission Tool</u>.







### HON 4-DRAWER BLACK FILE CABINET

Auction Ends

ET

Starting Bld

\$0.00

Terms and Conditions

Sign In to Place Bid

0 visitors

Condition Category Inventory ID

Used/See Description Industrial Equipment, General TEL22021

HON 4-DRAWER BLACK FILE CABINET

#### **?**Questions and Answers

There are currently no questions posted for this asset.

#### >> Seller Information



Seller Name

Warren County, OH

**Asset Contact** 

Kristy Oeder (Phone: 513-695-1319)

Asset Location

430 Justice Or

Lebanon, Ohio 45036-2384

Map to this location

#### **Q**Inspection

Most items offered for sale are used and may contain defects not immediately detectable. Bidders may inspect the property prior to bidding. Inspection is by appointment only. Please see the contact below to schedule an inspection.

\$ Payment

### Resolution

Number <u>22-1443</u>

Adopted Date September 27, 2022

#### ACKNOWLEDGE PAYMENT OF BILLS

BE IT RESOLVED, to acknowledge payment of bills from 9/6/22, 9/8/22, 9/13/22, 9/15/22, 9/20/22 and 9/22/22 as attached hereto and made a part hereof.

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

Mr. Grossmann – yea

Mr. Young - yea

Mrs. Jones – yea

Resolution adopted this 27th day of September 2022.

**BOARD OF COUNTY COMMISSIONERS** 

Tina Osborne, Clerk

/tao

cc:

Auditor

### Resolution

Number 22-1444

Adopted Date September 27, 2022

#### ACKNOWLEDGE APPROVAL OF FINANCIAL TRANSACTIONS

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

WHEREAS, it is necessary to approve various financial transactions in order to make timely payments; and

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

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

Mr. Grossmann – yea

Mr. Young - yea

Mrs. Jones - yea

Resolution adopted this 27th day of September 2022.

BOARD OF COUNTY COMMISSIONERS

Lina Osborne, Clerk

/tao

cc:

Auditor \_\_\_\_

Operational Transfer file Cash Advance file

Amended Certificate file Supplemental App. file

Appropriation Adj. file

CSEA (file)

Children Services (file)

Sheriff (file)

Economic Development (file) Information Technology (file)

Probate/Juvenile (file)

Emergency Services (file)

Water/Sewer (file) Human Services (file)

OMB (file)

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

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

NOW THEREFORE BE IT RESOLVED, to approve the following operational transfers of interest earnings for the period of August 2022:

\$ 30,977.86	from into	#11011112 5997 #5510 44100 55103200 AAREVENUE	(Operational Transfers) (Water Revenue - Interest Earnings)
\$ 695.77	from into	#11011112 5997 #5575 44100 55753300 AAREVENUE	(Operating Transfers) (Sewer Construction Project – Interest Earnings)
\$ 33,377.91	from into	#11011112 5997 #5580 44100 55803300 AAREVENUE	(Operational Transfers) (Sewer Revenue – Interest Earnings)
\$ 1,550.69	from into	#11011112 5997 #5583 44100 55833200 AAREVENUE	(Operational Transfers) Water Construction Projects – Interest Earnings)

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

**BOARD OF COUNTY COMMISSIONERS** 

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

Resolution adopted this 20th day of September 2022.

		Tina Osborne, Clerk	
Tz/			
cc:	Auditor Water/Sewer (file)	OMB Operational Transfer file	

Weighted Average Portfolio

	Portfolio			
2022 Mo End	Yield	Account	Balance	Interest Credit
January	0.878020603	5510	\$31,675,689.72	\$16,577.49
		5575	\$1,167,143.07	\$610.82
		5580	\$31,163,929.76	\$16,309.66
		5583	\$7,962,117.39	\$4,166.98
February	0.707739356	5510	\$32,204,356.89	\$12,284.33
		5575	\$1,116,941.17	\$426.06
		5580	\$32,046,319.12	\$12,224.05
		5583	\$6,337,516.39	\$2,417.44
March	0.809309272	5510	\$32,666,689.97	\$15,225.65
		5575	\$957,193.82	\$446.14
		5580	\$31,914,189.58	\$14,874.92
		5583	\$4,007,500.53	\$1,867.86
April	0.956518485	5510	\$29,807,246.24	\$17,549.48
		5575	\$1,293,944.65	\$761.83
		5580	\$32,376,745.41	\$19,062.31
		5583	\$5,515,707.75	\$3,247.46
May	0.938242617	5510	\$29,871,457.30	\$17,132.34
		5575	\$1,252,621.70	\$718.42
		5580	\$31,927,639.11	\$18,311.63
		5583	\$4,242,217.47	\$2,433.06
June	1.100897869	5510	\$30,213,068.39	\$21,423.53
		5575	\$1,092,365.01	\$774.58
		5580	\$32,603,290.28	\$23,118.39
		5583	\$2,780,429.72	\$1,971.55
July	1.400265273	2209	\$10,000.00	\$9.59
		5510	\$30,912,101.14	\$29,630.93
		5575	\$743,292.37	\$712.49
		5580	\$32,602,215.19	\$31,251.00
		5583	\$2,657,387.85	\$2,547.25
August	1.4415418	2209	\$10,009.59	\$9.94
		5510	\$31,197,756.34	\$30,977.86
		5575	\$700,712.20	\$695.77
		5580	\$33,614,840.95	\$33,377.91
		5583	\$1,561,694.68	\$1,550.69

### APPROVE OPERATIONAL TRANSFER FROM COMMISSIONERS FUND #11011112 INTO CHILD SUPPORT ENFORCEMENT AGENCY FUND #2263

WHEREAS, the Child Support Enforcement Agency has submitted a request to this Board to transfer the third quarter of their 2022 local share to their Fund #2263; and

NOW THEREFORE BE IT RESOLVED, to approve the following operational transfer from Commissioners Fund #11011112 to the Child Support Enforcement Agency Fund #2263:

\$63,838.00 from #11011112-5748 (Commissioners Transfers - CSEA) into #2263 49000 (CSEA - County Share)

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

Mr. Young — Mrs. Jones — Mr. Grossmann —

Resolution adopted this day of September 2022.

**BOARD OF COUNTY COMMISSIONERS** 

cc: Auditor \_\_\_\_ Operational Transfer file CSEA (file) OMB

1 Indep

### CHILD SUPPORT ENFORCEMENT AGENCY

Prosecuting Attorney David P. Fornshell

WARREN COUNTY, OHIO

**Director, CSEA**Thomas E. A. Howard

500 Justice Drive • Lebanon, Ohio 45036
Phone: (513) 695-1580
Fax: (513) 695-2969
http://www.co.warren.oh.us/wcchildsupport

September 8, 2022

Attn: Sue Spencer Warren County Commissioners 406 Justice Drive Lebanon, Ohio 45036

Re: Third Quarter Draw for 2022

#### **Dear Commissioners:**

The Warren County Child Support Enforcement Agency requests our 2022 third quarter draw in the amount of \$63,838.00. We appreciate and thank you for the financial support you provide to our Agency.

Sincerely,

Thomas E. A. Howard, Director

FROM HOMAN SERVICES FUND 2203

APPROVE THE CASH ADVANCE REPAYMENT INTO COMMISSIONERS FUND #1101

BE IT RESOLVED, to approve the following cash advance transfer

\$130,000.00

from #2203 45556

into

#1101-45555

(Advance of Cash Out)

(Cash Advance In)

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

M

M

M

Resolution adopted this day of September 2022.

**BOARD OF COUNTY COMMISSIONERS** 

Tina Osborne, Clerk

Cash advance 092022

cc: Auditor \_

Cash Adv file Human Services (file)

DMB

1 Smdl

# ACCEPT AMENDED CERTIFICATES AND APPROVE SUPPLEMENTAL APPROPRIATION INTO LODGING TAX FUNDS #22310999 AND #22321110

WHEREAS, Warren County has exceeded Lodging Tax receipt expectations which will require amended certificates for both 1% Lodging Tax and 3% Lodging Tax funds #2231 and #2232 respectively; and

NOW THEREFORE BE IT RESOLVED, to accept an amended certificate from the Warren County Budget Commission in the amount of \$1,137,200.67 for #2231 and \$3,500,379.66 for #2232; and

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

\$ 175,000.00	into	#22310999-5750	(Lodging Tax 1% - Addl 1% Pass Thru)
\$ 300,000.00	into	#22321110-5750	(Lodging Tax 3% - Distribution of Funds)

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

M

M

M

Resolution adopted this day of September 2022.

**BOARD OF COUNTY COMMISSIONERS** 

Tina Osborne, Clerk	

Tz/

cc: Auditor

Amended Certificate file

OMB (file)

A good O

### AMENDED OFFICIAL CERTIFICATE OF ESTIMATED RESOURCES

Rev. Code, Sec 5705.36

Office of Budget Commission, County of Warren, Lebanon, Ohio, September 13, 2022

To the TAXING AUTHORITY of Warren County Commissioners

The following is the amended certificate of estimated resources for the fiscal year beginning January 1st, 2022, as revised by the Budget Commission of said county, which shall govern the total of appropriations made at any time during such fiscal year.

FUND TYPE -Special Revenue	Jan. 1st, 2022	Taxes	Other Sources	Total
County Lodging Add'l 1%	\$76,784.67	4	\$1,060,416.00	\$1,137,200.67
Fund 2231				
County Lodgings Tax (fka 7731)	\$230,379.66		\$3,270,000.00	\$3,500,379.66
Fund 2232				
TOTAL	\$307,164.33	\$0.00	\$4,330,416.00	\$4,637,580.33

matt Nolan Tous )	)	
	)	
		Budget
	)	Commission

AMEND 2214 Fund 2231 +184,000.00 Total 2231 40411 Fund 2232 +270,000.00 2232 40410

SEP14 '00 par

# APPROVE SUPPLEMENTAL APPROPRIATIONS INTO LOCAL FISCAL RECOVERY FUND #2211

BE IT RESOLVED, to approve the following supplemental appropriations for Sheriff's Office payroll:

	/			
\$ 600,000.00	jnto	#22111110-5102 v	(Loc Fiscal Rec – Regular Salaries)	
\$ 76,000.00	into	#22111110-5811	(Loc Fiscal Rec – PERS)	
\$ 82,000.00	įnto	#22111110-5820 <b>√</b>	(Loc Fiscal Rec – Health & Life Ins)	/
\$ 8,500.00/	into	#22111110-5871	(Loc Fiscal Rec – Medicare)	

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

M

M

M

Resolution adopted this 20<sup>th</sup> day of September 2022.

BOARD OF COUNTY COMMISSIONER	S
------------------------------	---

Tina Osborne, Clerk	

cc: Auditor

Supplemental Appropriation file

OMB (file)

A Znach

# 275

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

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

\$1,942.00	from into	#11011110-5882 \( \square\) #11012210-5882 \( \square\)	(Commissioners - Vacation Leave Payout) ✓ (WCSO - Vacation Leave Payout) ✓
Mr. moved for roll, the follow	_		esolution, being seconded by Mr Upon call of the
Mr.	-		
Mr.			
Mr.			
Resolution ad	opted tl	his day of September 2	022.
			BOARD OF COUNTY COMMISSIONERS

Tina Osborne, Clerk

cc: Auditor \_\_\_\_\_ Appropriation Adjustment file Sheriff (file)

**OMB** 

Mandel P

y ad

APPROVE A FUND #1101		PRIATION ADJUSTM	ENT WITHIN ECONOMIC	DEVELOPMENT
BE IT RESO	LVED,	to approve the following	ng appropriation adjustment:	
\$1,000.00	from into	#11011116 5910 #11011116 5114	(Econ Dev Other Expense) (Econ Dev Overtime)	<b>✓</b>
M. moved for following vote	-		lution being seconded by M. U	Jpon call of the roll, the
M M M				
Resolution ad	opted th	is 16th day of Septemb	er 2022.	
			BOARD OF COUNTY CO	MMISSIONERS
			Tina Osborne, Clerk	

AD/

cc:

Auditor\_\_\_

Appropriation Adjustment file Economic Development (file)

x 259

### APPROVE APPROPRIATION ADJUSTMENT WITHIN ECONOMIC DEVELOPMENT FUND #11011116 BE IT RESOLVED, to approve the following appropriation adjustment: \$300.00 (Econ Dev Other Expense) from #11011116 5910 🗸 (Econ Dev Non Taxable Meal Fringe) #11011116 5911 🗸 into M. moved for adoption of the foregoing resolution being seconded by M. Upon call of the roll, the following vote resulted: M M M Resolution adopted this 16th day of September 2022. BOARD OF COUNTY COMMISSIONERS Tina Osborne, Clerk

AD/

cc: Auditor

Appropriation Adjustment file Economic Development (file)

Budep

\* 2.21

# APPROVE APPROPRIATION ADJUSTMENT WITHIN THE INFORMATION TECHOLOGY DEPARTMENT FUND $\sharp 11011400$

\$300,000.00		(IT Purchased Services)  (Software Non Data Board)

BE IT RESOLVED, to approve the following appropriation adjustment:

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

Resolution adopted this day of 2022.

BOARD OF COUNTY COMMISSIONERS

Tina Osborne, Clerk

cc: Auditor \_\_\_\_ Appropriation Adj. file Information Technology file

13mail

### APPROVE APPROPRIATION ADJUSTMENT WITHIN PROBATE COURT FUND #10111250

BE IT RESOLVED, to approve the following appropriation adjustment within Probate Court fund #11011250:

\$1000.00 \( \square\) from 11011250-5210 \( \square\) (Probate Material & Supplies) \( \square\) into 11011250-5317 \( \square\) (Probate Non-Capital Purchase) \( \square\)

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

M

M

M

Resolution adopted this th day of 2022.

BOARD OF COUNTY COMMISSIONERS

Tina Osborne, Clerk

cc:

Auditor

Appropriation Adj. file

Probate (file)

1 gnal

# APPROVE APPROPRIATION ADJUSTMENTS WITHIN EMERGENCY SERVICES/COMMUNICATIONS FUND #11012850, EMERGENCY SERVICES/EMERGENCY MANAGEMENT FUND #2264

BE IT	RESO!	LVED,	to appro	ve the follow	ring appropriation adjustments:
\$600.0	00 🗸	from into			(Materials & Supplies) 🗸 (Non-Capital Purchases) 🏑
\$6.00	/	from Into			(Insurance) ✓ (Clothing/Personal Equipment) ✓
		adoption		e foregoing re	esolution, being seconded by M. Upon call of the roll,
M M M					
Resolu	ution ad	lopted tl	nis	_day of	2022.
					BOARD OF COUNTY COMMISSIONERS
					Tina Osborne, Clerk
cc:		priation	ı Adjustı ervices (	ment file (file)	

# 262

### APPROVE APPROPRIATION ADJUSTMENT WITHIN HUMAN SERVICES FUND #2203

BE IT	`RESO!	LVED,	to approve the follow	ing appropriation adjustment:
\$10,0	00 🗸	from into		(Unemployment Compensation) (Materials & Supplies)
	oved for ying vote	-		olution being seconded by M. Upon call of the roll, the
M M M				
Resol	ution ad	opted th	is day of September 2	022.
				BOARD OF COUNTY COMMISSIONERS
				Tina Osborne, Clerk
cc:		priation	n Adj. file ces (file)	

1 Brace

y 265

# APPROVE APPROPRIATION ADJUSTMENT WITHIN JUVENILE COURT FUND #10111240 2247

BE IT RESOLVED, to approve the following appropriation adjustment within Juvenile Court Reclaim Fund#2247<del>1242</del>:

\$ 1,500.00 from 22471242-5910 (Other Expense) (Juv CT Training/Education)

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

M

M

M

Resolution adopted this th day of 2022.

BOARD OF COUNTY COMMISSIONERS

Tina Osborne, Clerk

cc: Auditor\_\_\_

Appropriation Adj. file

Juvenile (file)

Mondie

### APPROVE APPROPRIATION ADJUSTMENT WITHIN THE MARY HAVEN GREENHOUSE FUND #2247

BE IT RESOLVED, to approve the following appropriation adjustments within Mary Haven Greenhouse Fund #2247<del>1240.</del>

\$1,000.00 from 22471240-5317 (Non-Capital Purchase) (Materials & Supplies)

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

M

M

M

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

**BOARD OF COUNTY COMMISSIONERS** 

Tina Osborne, Clerk

1 Bridel

cc: Auditor

Appropriation Adj. file Mary Haven (file)

#126

### APPROVE APPROPRIATION ADJUSTMENT WITHIN JUVENILE COURT FUND #10111240-2247

BEIT RESOLVED, to approve the following appropriation adjustment within Juvenile Court RECLAIM FUND#2247<del>1242.</del>

from 22471242-5210 (Materials & Supplies) 🗸 \$ 5000.00 22471242-5850 (Juv CT Training/Education)

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

M

M

M

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

**BOARD OF COUNTY COMMISSIONERS** 

Tina Osborne, Clerk

Auditor cc:

Appropriation Adj. file

Juvenile (file)

\* 245

### APPROVE APPROPRIATION ADJUSTMENT WITHIN CHILDREN SERVICES FUND #2273

BE IT RES	OLVED, t	o approve the followir	ng appropriation adjustme	nt to process vacation leave
payouts for	former em	ployees of Children S	Services, Brooke Nagy and	l Emily Daniel:
- *				·
\$1,350.00	from	#22735100-5102	(Regular Salaries) 🗸	,

#22735100-5882 ✓ (Accum. Vacation Payout) ✓

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

M

M

M

Resolution adopted this day of 2020.

into

**BOARD OF COUNTY COMMISSIONERS** 

Tina Osborne, Clerk

jc/appadjvacation 09.15.22 BN, ED

cc:

Auditor

Appropriation Adj. file Children Services (file)

OMB

Myndie

¥ 233

APPROVE APPROPRIATION ADJUSTMENT WITHIN THE WATER REVENUE FUND NO. 5510

WHEREAS, the Water and Sewer Department incurs overtime costs due to staffing and an increase in water main breaks; and

WHEREAS, an appropriation adjustment is necessary to accommodate said costs; and

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

\$85,000.00 / from 55103200 - 5102 / (Regular Salaries) / (Overtime Pay) /

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

M

M

M

Resolution adopted this 20th day of September 2022.

BOARD OF COUNTY COMMISSIONERS

Tina Osborne, Clerk

mbz

cc:

Auditor

Appropriation Adj. file Water/Sewer (file)

1 And p

APPROVE APPROPRIATION ADJUSTMENT WITHIN THE WATER REVENUE FUND NO. 5510

WHEREAS, the Water and Sewer Department incurs costs pertaining to gas/fuel and propane used for daily operations; and

WHEREAS, an appropriation adjustment is necessary to accommodate said costs; and

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

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

M

M

M

Resolution adopted this  $20^{\text{th}}$  day of September 2022.

**BOARD OF COUNTY COMMISSIONERS** 

Tina Osborne,	Clerk

mbz

cc:

Auditor\_\_\_

Appropriation Adj. file Water/Sewer (file)

Bude \*

APPROVE APPROPRIATION ADJUSTMENT WITHIN THE WATER REVENUE FUND NO. 5510

WHEREAS, the Water and Sewer Department anticipates additional costs pertaining to the billing and printing services contract; and

WHEREAS, an appropriation adjustment is necessary to accommodate said costs; and

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

\$15,000,00 from 55103200-5998 (Reserve/Contingency) (Contracts BOCC Approved)

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

M

M

M

Resolution adopted this 20th day of September 2022.

**BOARD OF COUNTY COMMISSIONERS** 

Tina Osborne, Clerk

mbz

cc:

Auditor\_\_\_\_Appropriation Adj. file Water/Sewer (file)

Bride War

APPROVE APPROPRIATION ADJUSTMENT WITHIN THE SEWER REVENUE FUND NO. 5580

WHEREAS, the Water and Sewer Department incurs costs pertaining to gas/fuel and propane used for daily operations; and

WHEREAS, an appropriation adjustment is necessary to accommodate said costs; and

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

\$50,000.00 from 55803300-5998 (Reserve/Contingency) \( \sqrt{Gas/Oil-Operating Supplies} \( \sqrt{\sqrt{Gas/Oil-Operating Supplies}} \)

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

M

M

M

Resolution adopted this 20th day of September 2022.

BOARD OF COUNTY COMMISSIONERS

Tina Osborne, Clerk

mbz

cc:

Auditor

Appropriation Adj. file Water/Sewer (file)

Made Ox 150

APPROVE APPROPRIATION ADJUSTMENT WITHIN THE SEWER REVENUE FUND NO. 5580

WHEREAS, the Water and Sewer Department anticipates additional costs pertaining to the billing and printing services contract; and

WHEREAS, an appropriation adjustment is necessary to accommodate said costs; and

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

\$15,000.00 / from 55803300 - 5998 / (Reserve/Contingency) / (Contracts BOCC Approved) /

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

M

M

M

Resolution adopted this 20th day of September 2022.

BOARD OF COUNTY COMMISSIONERS

Tina Osborne, Clerk

mbz

cc:

Auditor

Appropriation Adj. file Water/Sewer (file)

Indell \* 219 APPROVE APPROPRIATION ADJUSTMENT WITHIN THE SEWER REVENUE FUND NO. 5580

WHEREAS, the Water and Sewer Department incurs costs pertaining to materials and supplies used for operation and distribution; and

WHEREAS, an appropriation adjustment is necessary to accommodate said costs; and

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

\$35,000.00 \( \sqrt{from} \) 55803300-5998 \( \) (Reserve/Contingency) \( \sqrt{Materials & Supplies} \) \( \)

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

M

M

M

Resolution adopted this 20<sup>th</sup> day of September 2022.

BOARD OF COUNTY COMMISSIONERS

Tina Osborne, Clerk

mbz

cc:

Auditor

Appropriation Adj. file Water/Sewer (file)

9 Zndil

# 153

APPROVE APPROPRIATION ADJUSTMENT WITHIN THE WATER PROJECT FUND 5583

WHEREAS, the Water and Sewer department incurs additional project costs pertaining to a Wellfield optimization study; and;

WHEREAS, appropriation adjustments are necessary to accommodate said costs;

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

\$110,000.00 from 55833200-5320 (Capital Purchase) (Contracts BOCC Approved)

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

M

M

M

Resolution adopted this 20th day of September 2022.

BOARD OF COUNTY COMMISSIONERS

Tina Osborne, Clerk

mbz

cc:

Auditor\_\_\_\_

Appropriation Adj. file Water/Sewer (file)

1 Sude 21

# Resolution Number 22-1445

Adopted Date September 27, 2022

APPROVE A STREET AND APPURTENANCES (INCLUDING SIDEWALKS) BOND RELEASE FOR M/I HOMES OF CINCINNATI, LLC, FOR COMPLETION OF IMPROVEMENTS IN KERRISDALE SUBDIVISION, SECTION 3 SITUATED IN **DEERFIELD TOWNSHIP** 

BE IT RESOLVED, upon recommendation of the Warren County Engineer, to approve the following street and appurtenances bond release:

#### **BOND RELEASE**

Bond Number : 20-011 (P/S)

: Kerrisdale Subdivision, Section 3 Development : M/I Homes of Cincinnati, LLC Developer

: Deerfield Township : \$115,565.74 Amount

: The Hanover Insurance Company (1078843) Surety Company

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

Mr. Grossmann – yea

Mr. Young - yea

Mrs. Jones - yea

Resolution adopted this 27<sup>th</sup> day of September 2022.

BOARD OF COUNTY COMMISSIONERS

Tina Osborne, Clerk

M/I Homes of Cincinnati, LLC, 9349 Waterstone Blvd, Ste 100, Cincinnati, OH 45249 cc: The Hanover Insurance Company, 440 Lincoln St., Worchester, MA 01653 Engineer (file)

Bond Agreement file

Number <u>22-1446</u>

Adopted Date September 27, 2022

APPROVE LADY PALM DRIVE, ELLIOTT MANOR DRIVE AND LADY ABIGAIL DRIVE IN KERRISDALE SUBDIVISION, SECTION 3 FOR PUBLIC MAINTENANCE BY DEERFIELD TOWNSHIP

WHEREAS, the Warren County Engineer has verified that Lady Palm Drive, Elliott Manor Drive and Lady Abigail Drive have been constructed in compliance with the approved plans and specifications; and

Street Number	Street Name	Street Width	Street Mileage
2565-T	Lady Palm Drive	0'-29'-0'	0.058
2599-T	Elliott Manor Drive	0'-29'-0'	0.047
2603-T	Lady Abigail Drive	0'-29'-0'	0.222

NOW THEREFORE BE IT RESOLVED, to accept the above street names for public maintenance by Deerfield Township; and

BE IT FURTHER RESOLVED, that the Clerk of the Board of Commissioners certify a copy of this resolution to the County Engineer, Warren County, Ohio.

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

Mr. Grossmann – yea

 $Mr.\ Young-yea$ 

Mrs. Jones – yea

Resolution adopted this 27th day of September 2022.

**BOARD OF COUNTY COMMISSIONERS** 

Tina Osborne, Clerk

cc: Map Room (Certified copy)

Township Trustees Engineer (file)

Engineer (file)
Developer

# BC IF RESIDENCE WHIT ON THIS $\frac{-4}{2}$ DAY OF $\pm\sqrt{-48}$ , $20^{220}$ defines we a vector figure in

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MORTOACE ACCEPTANCE STATEMENT

Chry Pedr. Shind Chie

# KERRISDALE SUBDIVISION, SECTION 3

SECTION-2, TOWN-3, RANGE-3 DEERFIELD TOWNSHIP, WARREN COUNTY, OHIO

MAY 2020 VICINITY MAP

DE HAMBINERS ASSOCIAEN IS RESPONSELE FOR MANAMAR ALL STONE WITES, FACILIES LOSKILD GUIDEZ, OF THE PROUE WHIT OF HAT HELIDING STOLES, STALEBUSE, DETENDON/REDPERM DISING HIG SAMP WHITE,

DE LINGUANIC, REPOR, AND REPORTED OF ALL STAND REPORTING LLCATED RECORDED THE OPEN AS THE BOCK OF THE START CAN AND THE FAR LING, AS WILL AS ALL THE STAND STANDARD LICATED WHITH THE THEORY STAND STAND PARTICULARLY, SHALL BE REPORTED FOR THE RECORDERS AND STANDARD.

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11. RECORDA DISTRICTO AS SHOWN HOUSEN AS DISTRICT CONSTRUCTOR.
THE ST TOSSUMINGS OF HIST PARKED, A LIST OF HIGH FOR HIS VIEW.

HOUR OWNER'S ASSOCIATION HOTEL

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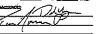
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KERRISDALE SUBDIVISION SECTION 3

3 3

COUNTY COMMISSIONERS RE THE BORES OF COUNTY COMMESCURES OF WARDS COUNTY, OND DO MERSON APPROVE THESE RESIDENCE WAS CONTRACT TO THE PROPERTY OF THE





COUNTY ENDMOTE COUNT ENGINEERS THE DIST OF THE 10th DE OF JUNE 20 20

neil F. Turnes

COUNTY AUDITOR:

MURRIEN COXECTY RETCORDERS RE IN 2020-02 1880



W/I HOMES OF CINCINNATI, LLC 9349 WATERSTONE BOULEVARD

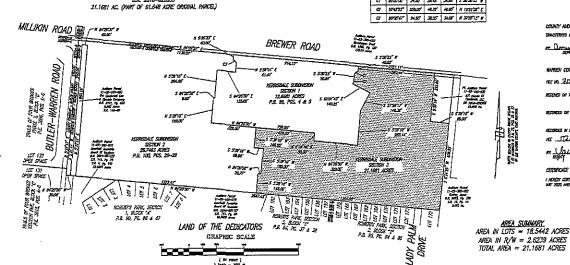
# COUNTY SUITERY FACILIFIES

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m 17.50 m Jack Des Al

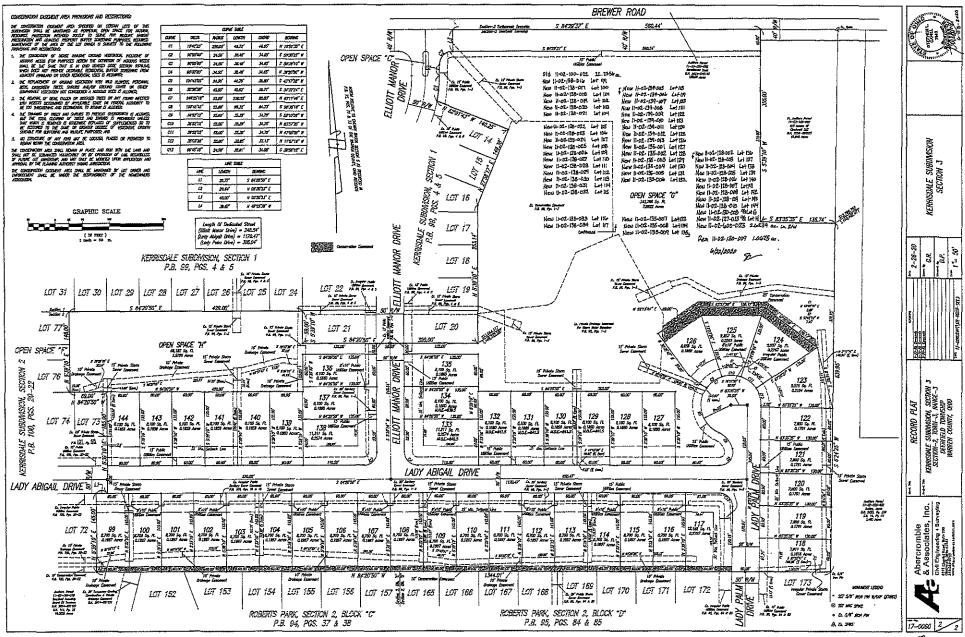


DEVELOPER: SUITE 100 CINCINNATI, OHIO 45249





KERKSHL STROMSCH, STORN J SECHOH-2, TONN-3, WHOE-3 RETRIED TOWNSWP HYRREN COUNT, OND



First Reading: August 16, 2022 Second Reading: Dispensed

## RESOLUTION 2022-

A RESOLUTION ACCEPTING PUBLIC STREETS FOR MAINTENANCE AND SETTING SPEED LIMITS ON LADY PALM DRIVE, LADY ABIGAIL DRIVE, AND ELLIOT MANOR DRIVE KERRISDALE SUBDIVISION, SECTION 3 DEERFIELD TOWNSHIP, DISPENSING WITH THE SECOND READING AND DECLARING AN EMERGENCY

WHEREAS, Warren County Commissioners have accepted the following streets in the Kerrisdale subdivision, Section 3 and approved them for maintenance by Deerfield Township and Deerfield Township is accepting the same for maintenance: Lady Palm Drive, Lady Abigail Drive, and Elliot Manor Drive.

WHEREAS, the Township Trustees desire to establish a speed limit of twenty-five (25) miles per hour on the streets in the Kerrisdale subdivision, Section 3.

NOW THEREFORE BE IT RESOLVED, by the Board of Township Trustees of Deerfield Township, Ohio:

SECTION 1. Deerfield Township accepts for maintenance the following streets in the: Kerrisdale subdivision, Section 3: Lady Palm Drive, Lady Abigail Drive, and Elliot Manor Drive.

**SECTION 2.** The speed limit on the following street in the Kerrisdale subdivision, Deerfield Township is hereby established at twenty-five (25) miles per hour: Lady Palm Drive, Lady Abigail Drive, and Elliot Manor Drive.

- **SECTION 3.** The Trustees of Deerfield Township, upon majority vote, do hereby dispense with the requirement that this Resolution be read on two separate days, and hereby authorize the adoption of this Resolution upon its first reading.
- **SECTION 4.** This Resolution is hereby declared an emergency measure necessary for the immediate preservation of the peace, health, safety and welfare of Deerfield Township. The reason for the emergency is to provide for an immediate establishment of a safe speed limit.

### **VOTE RECORD**:

Mrs. Hedding

Ms. Malhotra

Mrs. Seitz

PASSED at the Meeting of the Board of Trustees this 16th day of August, 2022.

le Lutts Hedding, President

Kristin Malhotra, Vice President

Julie Seitz, Trustee

### **AUTHENTICATION**

This is to certify that this Resolution was duly passed and filed with the Deerfield Township Fiscal Officer, this 16th day of August, 2022.

Dan Corey, Fiscal Officer

Deerfield Township, Warren County, Ohio

APPROVED AS TO FORM

Benjamin J. Yoder, Law Director

MIDLibrary 141098v.1

Number <u>22-1447</u>

Adopted Date September 27, 2022

APPROVE A SIDEWALK BOND RELEASE FOR CLASSICWAY DEVELOPMENT COMPANY, LLC FOR COMPLETION OF IMPROVEMENTS IN THE VILLAGES OF CLASSICWAY SUBDIVISION, SECTION 4 SITUATED IN HAMILTON TOWNSHIP

BE IT RESOLVED, upon recommendation of the Warren County Engineer, to approve the following street and appurtenances bond release:

### **BOND RELEASE**

Bond Number : 08-017 (S-M)

Development : The Villages of Classicway Subdivision, Section 4

Developer : Classicway Development Company, LLC

Township : Hamilton Amount : \$8,256.80

Surety Company : Ohio Farmers Insurance Company (0040014)

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

Mr. Grossmann – yea Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 27<sup>th</sup> day of September 2022.

BOARD OF COUNTY COMMISSIONERS

Tina Osborne, Clerk

cc: Classicway Dev. Co., LLC, Attn: Joe Prus, 5325 Wooster Pike, Cincinnati, OH 45226

Ohio Farmers Ins. Co., One Park Circle, Westfield Center, OH 44251

Engineer (file)

Number <u>22-1448</u>

Adopted Date September 27, 2022

APPROVE A STREET AND APPURTENANCES BOND RELEASE FOR CLASSICWAY DEVELOPMENT COMPANY, LLC FOR COMPLETION OF IMPROVEMENTS IN THE VILLAGES OF CLASSICWAY SUBDIVISION, SECTION 4 SITUATED IN HAMILTON TOWNSHIP

BE IT RESOLVED, upon recommendation of the Warren County Engineer, to approve the following street and appurtenances bond release:

### **BOND RELEASE**

Bond Number : 08-017 (P)

Development : The Villages of Classicway Subdivision, Section 4

Developer : Classicway Development Company, LLC

Township : Hamilton Amount : \$73,325.58

Surety Company : Ohio Farmers Insurance Company (0040015)

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

Mr. Grossmann – yea

Mr. Young - yea

Mrs. Jones - yea

Resolution adopted this 27th day of September 2022.

**BOARD OF COUNTY COMMISSIONERS** 

Tina Osborne, Clerk

cc: Classicway Dev. Co., LLC, Attn: Joe Prus, 5325 Wooster Pike, Cincinnati, OH 45226 Ohio Farmers Ins. Co., One Park Circle, Westfield Center, OH 44251

Engineer (file)

Number <u>22-1449</u>

Adopted Date September 27, 2022

APPROVE SECRETARIAT DRIVE, CLASSICWAY BOULEVARD, MAN O' WAR DRIVE AND OMAHA COURT IN THE VILLAGES OF CLASSICWAY SUBDIVISION, SECTION 4 FOR PUBLIC MAINTENANCE BY HAMILTON TOWNSHIP

WHEREAS, the Warren County Engineer has verified that Secretariat Drive, Classicway Boulevard, Man O' War Drive, and Omaha Court have been constructed in compliance with the approved plans and specifications; and

Street Number	Street Name	Street Width	Street Mileage
2299-Т	Secretariat Drive	0'-29'-0'	0.147
2300-T	Classicway Boulevard	Varies	0.273
2302-Т	Man O' War Drive	0'-29'-0'	0.022
2423-T	Omaha Court	0'-29'-0'	0.034

NOW THEREFORE BE IT RESOLVED, to accept the above street names for public maintenance by Hamilton Township; and

BE IT FURTHER RESOLVED, that the Clerk of the Board of Commissioners certify a copy of this resolution to the County Engineer, Warren County, Ohio.

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

Mr. Grossmann – yea

Mr. Young-yea

Mrs. Jones – yea

Resolution adopted this 27<sup>th</sup> day of September 2022.

**BOARD OF COUNTY COMMISSIONERS** 

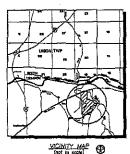
Tina Osborne, Clerk

cc: Map Room (Certified copy)

Township Trustees

Engineer (file)

Developer Bond Agreement file



PROPERTY INFORMATION 2520 FORD ROAD HAMILTON TOWNSHIP, OH

SIDWELL NO. 17-24-480-032 CLASSICWAY DEVELOPMENT COMPANY, LLC OFFICIAL RECORD 3593, PAGE 470 & OFFICIAL RECORD 3593, PAGE 477

CONT. 15.4165 AC. GROSS (11.1458 AC. H.S.4520 4.2707 AC. H.S.41496)





140. OTTO AC. Rem. 17-14-400-036 8-9-06 DWB

### DEDICATION

WE, THE UNDERSIGNED, BEING ALL THE OWNERS AND LIEN HOLDERS OF THE LANDS HERBUM PLATTED, DO HERBEY VOLUNTARILY CONSENT TO THE EXECUTION OF THE SAID PLAT AND DO DEDICATE THE STRETS, PARKS OR PUBLIC GROUNDS AS SHOWN HERBON TO THE PUBLIC USE FOREYER.

ANT "PUBLIC UTILITY EASTMENTS" AS SHOWN ON THIS PLAT ARE FOR THE PLACEMENT OF SIDEWALLS AND FOR THE MAINTENANCE, AND HOPING OF STREETS, THIS ESSEMENT AND ALL OTHER A SHOULD BE SHOWN ON THE PLAT. THIS ESSEMENT AND ALL OTHER A SHOULD BE SHOWN ON THE PLAT. THE STREET AND ALL OTHER ASSESSED OF THE STREET OF THE STREET OF THE STREET, CAS. ELECTRIC, TELPHONE, CASLE TELPHISON, OR OTHER SUTLEY LAND OF STREET, S EASTMENT AREA BE PHYSICALLY ALTERED SO AS TO (1) REDUCE CLEARANCES OF EITHER OVERHEAD OR UNDERGROUND FACILITIES; () MAPAIR THE LAND SUPPORT OF SAID FACILITIES; (3) MAPAIR ASILITY TO MAINTAIN THE FACILITIES; OR (4) CREATE A HAZARD.

THE ABOVE PUBLIC UTILITY EASEMENTS ARE FOR THE BENEFIT OF ALL PUBLIC UTILITY PROVIDERS INCLUDING, BUT NOT LIMITED TO, QUIKE ENERGY, WESTERN WATER COUPANY, UNITED TELEPHONE, WARNET CARLE, AND WARREN COUNTY.



Michael R. Schablein Fifth Third Bonk

NOTARY GERTIFICATE STATE OF Indiana

COUNTY OF Dearborn

ECUMITY OF <u>NEATON</u> 10 THIS <u>24</u><sup>Th</sup> DAY OF <u>141.7.</u> 2006, BE REMEMBERED THAT ON THIS <u>24</u><sup>Th</sup> DAY OF <u>141.7.</u> 2006, BEFORE HE A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE PERSONALLY CHAR CLASSICIANY DEVELOPMENT, COMPANY, MANAGEMP PARTIES, AND FIFTH HIGH BANG, COMPANY, MANAGEMP PARTIES, AND FIFTH HIGH BANG, MANAGEMP DAY OF THE FORECOME DISTRIBUTED TO BE THERE VOLUNTIARY AND DEED. IN TESTIDIONY WINGEROF, I MAY EMPERING SET MY NAND APPRICAL OF NOTARY BALL ON THE DAY AND FER LAST MANAGEMP AND APPRICAL SET MY NOTARY BALL ON THE DAY AND FER LAST MODERNIA, SET MY NOTARY BALL ON THE DAY AND FER LAST MY NOTARY BALL ON THE DAY AND FER LAST MY NOTARY BALL ON THE DAY AND FER LAST MY NOTARY PUBLIC (SIgnatury) [Grinds].

ит сомызском ехринея: <u>February</u> 24,2013



### DEED REFERENCE

STHATED IN WINNING MELLIFIT SUPPLYS NO. 520 & 140; 
MARIEON TOMERS MARIEN COUNTY ONC. AND BEING PART OF 
MARIEN TOMERS WARRY TO THE SECOND TOMERS OF PART OF 
COMPANY. LEA S RECORDED IN OFFICIAL RECORD VOLUME 3553, 
PAGE 477 & OFFICIAL RECORD VOLUME 3553, PAGE 477 IN THE 
GEOR RECORDS OF WARREN COUNTY, OHO.

THE WITHIN SUBDIVISION IS SUBJECT TO THE DECLARATIONS OF COVENINTS, CONDITIONS, AND RESTRICTIONS AND RESERVATION OF EXCHAUNTS, CONDITIONS, AND RESERVATION OF RECORDED IN THE DEED RECORDS OF WARREN COUNTY, ONLY COMMENCED WITH OFFICIAL SECORD VOLUME AND PLACE AND THE ASSTOCIATION WAS DECLARATION MAY BE AMENDED SAID AMENDMENTICS, OF INCORPORATION AND CODE OF REGULATIONS FOR THE ASSOCIATION, SAID DECLARATION MAY BE AMENDED SAID AMENDMENTICS, RECORDED IN THE DEED RECORDS OF WARREN COUNTY, OHIO.

### DRAINAGE STATEMENT

THE WARREN COUNTY COMMISSIONERS ASSUME NO LEGAL OBLIGATION TO MAINTAIN OR REPAIR ANY OPEN DRAIMAGE DITCHES OR CHANNELS DESIGNATED AS "DRAIMAGE SESDEMENTS" ON THIS PLAT. THE EMBELOT AREA OF EACH LOT AND ALL IMPROVEMENTS WITHIN IT SHALL BE MAINTAINED CONTINUOUSLY BY THE CONNERS. WITHIN THE EASEMENTS. NO STRUCTURE, PLANTING, FENCING, CLUVETT, OR OTHER MATERIAL SHALL BE PLACED OR FERMITED TO REMAIN WHICH MAY OBSTRUCT, RETARD, OR DIVERT THE FLOW THROUGH THE WARTERUANT,

UNLESS OTHERMISE DESIGNATED ON THIS PLAT, A FIFTEEN (15) FOOT WIDE PRIMARE PASSEMENT SHALL EXST LIGHT ALL COMMON REAR TOT LINES AND A TEM (10) FOOT WIDE DRAINAGE EASEMENT SHALL PRIST ALDNO ALL COMMON SIDE LOT LINES, THE COMMON SIDE LOT LINES, THE COMMON SIDE LOT LINES, THE COMMON LINE EMBERT HE CHIRATION OF THE PUBLIC METROPHENT MAINTENANCE BONDING PERIOD, AS PAPILICABLE THE DEVELOPER (OR THIS ADDIT RESERVES THE RIGHT TO ENTIRE UPON ALL LOTS TO ESTABLISH OR RESERVES THE RIGHT TO ENTIRE UPON ALL LOTS TO ESTABLISH OF ALL DEVALUES OF PRIMARES OF PRIMARES TO STORMMATER TO COLLECTION FACILITIES OF BRAINAGE GHANNELS.

### OPEN SPACE PARCELS

ALL OPEN PRACE PARCELS ARE TO BE OWNED AND MAINTAINED BY THE CLASSICHMY HOME OWNERS ASSOCIATION AND ARE SUBJECT TO RECOLIEGEMENTS OF THE RECORDED CLASSICHMY HOME OWNERS ASSOCIATION ADOLEDATED TO THE RETENTION AND DETENTION PONDS ARE ON OPEN SPACE PARCELS AND ARE TO BE GWINED AND MAINTAINED BY THE CLASSICHMY HOME OWNERS ASSOCIATION. ALL LANDSCAPES IN ROADMY ISABOS TO BE MAINTAINED BY THE HOME OWNERS ASSOCIATION ASSOCIATION ASSOCIATION SET THE HOME OWNERS ASSOCIATION ASSO

### SURVEYORS CENTIFICATION

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### OWNER/DEVELOPER

CLASSICWAY REVELOPMENT COMPANY, ILC CLASSICWAY BEVELOPMENT COMPANY, L 3280 WESTBOURNE BRYE CINCINNATI, OH 45238 (513) 451-2200 MR. RAKESH KAM, MANAGING PARTNER BOULDER DEVILOPMENT COMPANY

### CIVIL SITE ENGINEER

LAND DEVELOPMENT CONSULTANTS, LLC 1074 ARDEN DRIVE VILLA HILLS, CC 41017 (BSS) 512-9228 MR. JEFF TALKERS, P.E.



### BENCHMARK INFORMATION

BASED ON THE WARREN COUNTY GIS MONUMENT GPS NO.62 BASED ON THE THOMAS (H.A.Y.D. '88 DATUH) ELEVATION OF GPS NO.62 = 650.340

DESCRIPTION # THE STATION IS LOCATED 0.3 ML EAST OF THE INTERSECTION OF US 22-758. AND STUBBE MILES FOAD AND STORME SOUTH TO SEE AND STUBBE AND SUBSECTION AND STORME SOUTH TO SEE AND STATE AND SUBSECTION OF THE SOUTH TO SUBJECT FOAD STATE AND SUBSECTION OF THE MORTHWEST CORNER OF SUBJECT PROPERTY.

### APEROVALS

### COUNTY COMMISSIONERS

WE, THE BOARD OF COUNTY COMMISSIONERS OF WARREN COUNTY, OHIO DO HEREBY APPROVE THIS PLAT ON THIS

2005. 8th DAY OF Ayut COMMISSIONERS:

WARREN COUNTY REGIONAL PLANNING COMMISSION

THIS PLAT WAS APPROVED BY THE WARREN COUNTY REGIONAL PLANNING COMMISSION ON THIS 4\* DAY OF MUNT 200E

ML EXECUTIVE DIRECTOR

COUNTY ENGINEER

I HEREBY APPROVE THIS PLAT ON THIS \$ DAY OF COMPANY Meil 7- Trums! NEIL TUNISON COUNTY ENGINEER

HAMILTON TOWNSHIP ZONDIG INSPECTOR

I HEREBY APPROVE THIS PLAT ON THIS 3 DAY OF AUGUST .. 2008. HAMILTON TOWNSHIP ZONING INSPECTOR

COUNTY SANITARY ENGINEER

I HEREBY APPROVE THIS PLAT ON THIS 3 DAY OF TOPUST 2006. PL P RICHARD A. RENNEKER COUNTY SANTARY ENGINEER

COUNTY AUDITOR

TRANSFERRED ON THIS 10 DAY OF August, 2006 AT 10:10 AM. Wide Julison

COUNTY RECORDER

FRE NO. 610030

RECEIVED ON THIS JD. DAY OF BUGGST 2008 AT 10:13 B.M. RECORDED ON THIS D DAY OF AUGUST 2005 AT 10:13 A.M. RECORDED IN PLAT BOOK NO. 16 ON PAGE NO. 27, 18:29

FEE: 259.20 Reth Deckard

THE SUBVEY

201 W. William Street Franceburg, Rt. 47025 B12-537-2145 Fox # 537-49D: 513-385-2461 Fox | 385-2481 Toll Free 1-889-537-2148 hvarvey&theaurveyco.com

Date: \_\_\_\_3dy 25, 2008 N/A 60501g

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> #1496 y, Ohio Section SEO & #: County, - da Warre Military Sur Township, oţ

PLAT

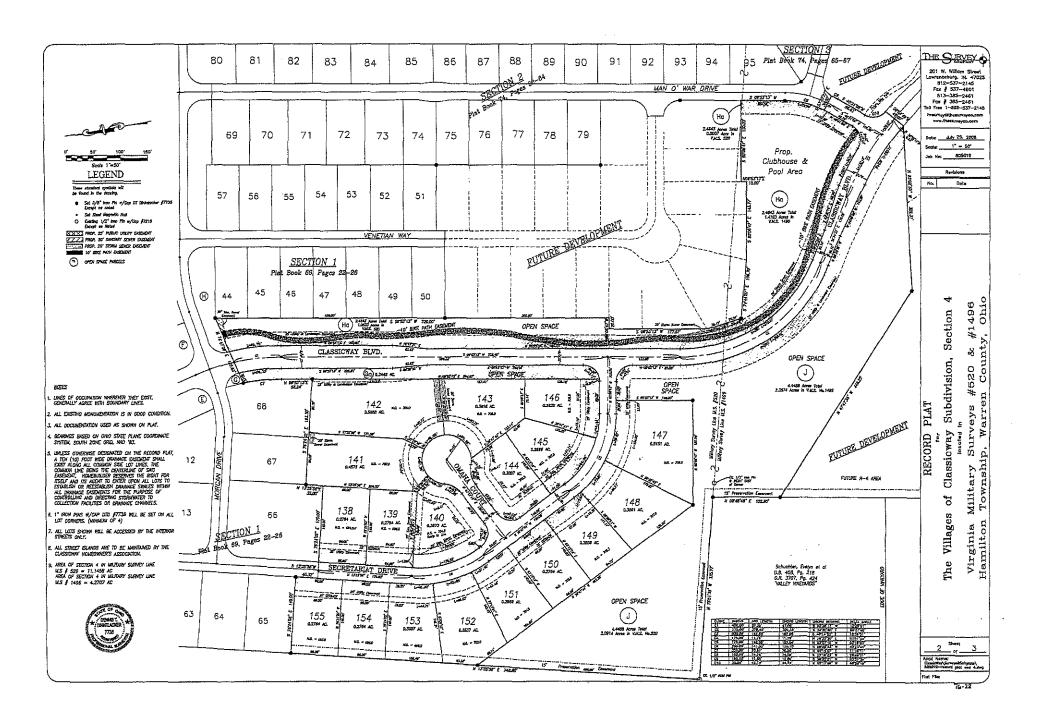
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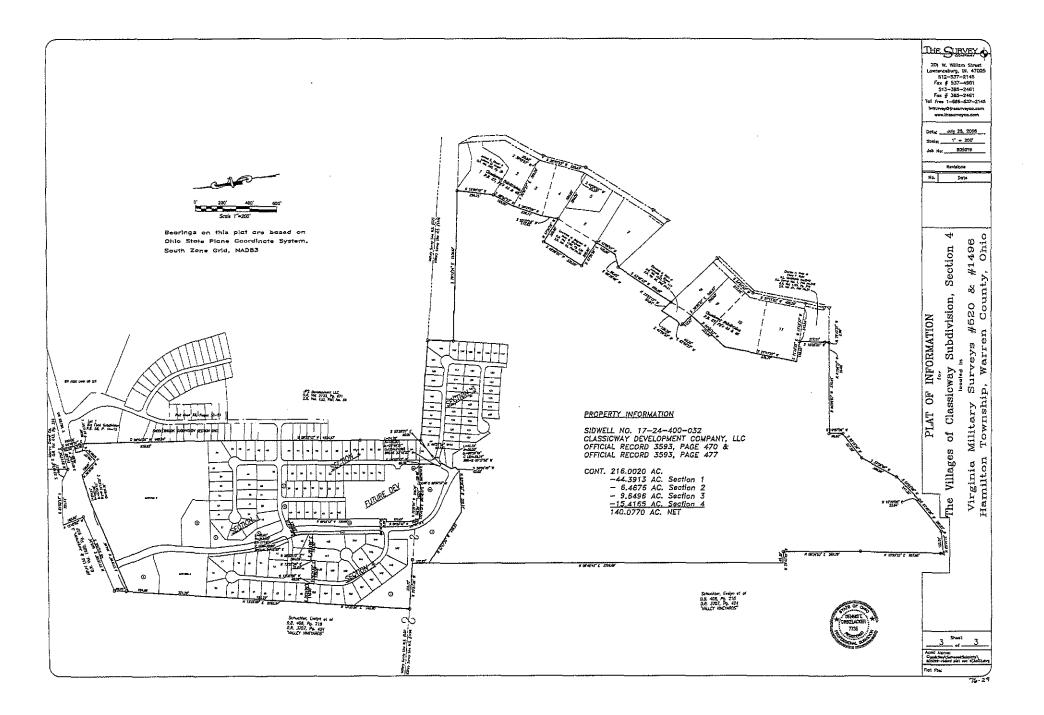
-- of ---

Villages

Virginia Hamilton

Vir The





The Board of Trustees of Hamilton Township, County of Warren, Ohio, met at a regular session at 6:00 pm on August 17, 2022, at Hamilton Township, Warren County, Ohio, with the following Trustees present:

Joe Rozzi - Trustee Mark Sousa - Trustee Darryl Cordrey - Trustee

Mr. <u>Lozz</u> introduced the following resolution and moved its adoption:

### HAMILTON TOWNSHIP, WARREN COUNTY OHIO RESOLUTION NUMBER 22-0817B

A RESOLUTION ACCEPTING PUBLIC STREETS FOR MAINTENANCE AND SETTING SPEED LIMITS ON SECTIONS FOUR, FIVE, AND SIX IN THE VILLAGES OF CLASSICWAY SUBDIVISION, HAMILTON TOWNSHIP, DISPENSING WITH THE SECOND READING AND DECLARING AN EMERGENCY

WHEREAS, Warren County Commissioners have accepted the following streets in the Villages of Classicway subdivision and approved them for maintenance by Hamilton Township and Hamilton Township is accepting the same for maintenance Section Four (4), Five (5), and Six (6) shown on the attached Exhibit A.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Township Trustees of Hamilton Township, Warren County, Ohio:

- **SECTION 1.** Hamilton Township accepts Sections Four, Five, and Six as shown on the attached Exhibit A of the Villages of Classicway subdivision for maintenance.
- SECTION 2. The speed limit in Section Four (4), Five (5), and Six (6) of the Villages of Classicway subdivision, Hamilton Township is hereby established at twenty-five (25) miles per hour.
- SECTION 3. The Trustees of Hamilton Township, upon majority vote, do hereby dispense with the requirement that this Resolution be read on two separate days, and hereby authorize the adoption of this Resolution upon its first reading.
- SECTION 4. This Resolution is hereby declared an emergency measure necessary for the immediate preservation of the peace, health, safety and welfare of Hamilton Township. The reason for the emergency is to provide for an immediate establishment of a safe speed limit.
- SECTION 5. This Resolution shall take effect on the earliest date allowed by law.

Mr. Longer seconded the Resolution and the following being called upon the question of its adoption, the vote resulted as follows:
Joe Rozzi – Aye <u> Nay </u> Mark Sousa – Aye <u> Nay </u> Darryl Cordrey – Aye <u> Nay </u>
Resolution adopted this 17 <sup>th</sup> day of August 2022.
Attest:  Kurt E. Weber, Fiscal Officer
Approved as to form:  Brodi J. Conover, Assistant Law Director
I, Kurt E. Weber., Fiscal Officer of Hamilton Township, Warren County, Ohio, hereby certify that this is a true and accurate copy of a Resolution duly adopted by the Board of Trustees of Hamilton Township, County of Warren, Ohio, at its regularly scheduled meeting on August 17, 2022.  Date: 8/17/2022

Number <u>22-1450</u>

Adopted Date September 27, 2022

APPROVE A STREET AND APPURTENANCES BOND RELEASE FOR CLASSICWAY DEVELOPMENT COMPANY, LLC FOR COMPLETION OF IMPROVEMENTS IN THE VILLAGES OF CLASSICWAY SUBDIVISION, SECTION 5 SITUATED IN HAMILTON TOWNSHIP

BE IT RESOLVED, upon recommendation of the Warren County Engineer, to approve the following street and appurtenances bond release:

### **BOND RELEASE**

Bond Number : 08-018 (P)

Development : The Villages of Classicway Subdivision, Section 5

Developer : Classicway Development Company, LLC

Township : Hamilton Amount : \$19,428.88

Surety Company : Ohio Farmers Insurance Company (0040016)

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

Mr. Grossmann – yea

Mr. Young - yea

Mrs. Jones – yea

Resolution adopted this 27th day of September 2022.

**BOARD OF COUNTY COMMISSIONERS** 

Tina Osborne, Clerk

cc: Classicway Dev. Co., LLC, Attn: Joe Prus, 5325 Wooster Pike, Cincinnati, OH 45226

Ohio Farmers Ins. Co., One Park Circle, Westfield Center, OH 44251

Engineer (file)

Number <u>22-1451</u>

Adopted Date September 27, 2022

APPROVE A SIDEWALK BOND RELEASE FOR CLASSICWAY DEVELOPMENT COMPANY, LLC FOR COMPLETION OF IMPROVEMENTS IN THE VILLAGES OF CLASSICWAY SUBDIVISION, SECTION 5 SITUATED IN HAMILTON TOWNSHIP

BE IT RESOLVED, upon recommendation of the Warren County Engineer, to approve the following street and appurtenances bond release:

### **BOND RELEASE**

Bond Number : 08-018 (S-M)

Development : The Villages of Classicway Subdivision, Section 5

Developer : Classicway Development Company, LLC

Township : Hamilton Amount : \$2,570.00

Surety Company : Ohio Farmers Insurance Company (0040018)

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

Mr. Grossmann – yea

Mr. Young - yea

Mrs. Jones – yea

Resolution adopted this 27th day of September 2022.

**BOARD OF COUNTY COMMISSIONERS** 

Tina Osborne, Clerk

cc: Classicway Dev. Co., LLC, Attn: Joe Prus, 5325 Wooster Pike, Cincinnati, OH 45226

Ohio Farmers Ins. Co., One Park Circle, Westfield Center, OH 44251

Engineer (file)

Number <u>22-1452</u>

Adopted Date September 27, 2022

APPROVE VENETIAN WAY IN THE VILLAGES OF CLASSICWAY SUBDIVISION, SECTION 5 FOR PUBLIC MAINTENANCE BY HAMILTON TOWNSHIP

WHEREAS, the Warren County Engineer has verified that Venetian Way has been constructed in compliance with the approved plans and specifications; and

Street Number	Street Name	Street Width	Street Mileage
2301-T	Venetian Way	0'-29'-0'	0.112

NOW THEREFORE BE IT RESOLVED, to accept the above street name for public maintenance by Hamilton Township; and

BE IT FURTHER RESOLVED, that the Clerk of the Board of Commissioners certify a copy of this resolution to the County Engineer, Warren County, Ohio.

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

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 27th day of September 2022.

BOARD OF COUNTY COMMISSIONERS

Tina Osborne, Clerk

cc:

Map Room (Certified copy)

Township Trustees

Engineer (file)

Developer



### PROPERTY INFORMATION

2520 FORD ROAD HAMILTON TOWNSHIP, OH

SIDWELL NO. 17-24-400-032 CLASSICWAY BEVELOPMENT COMPANY, LLC OFFICIAL RECORD 3593, PAGE 470 & OFFICIAL RECORD 3593, PAGE 477

CONT. 4.3250 AC. GROSS 4.1250 AC. GROSS (4.1515 AC. M.S.#550 0.1644 AC. M.S.#1496) -0.5018 AC. R/W STREETS 3.8242 AC. NET

### Old 171-24-400-036 140.0770 AC.

	LOT INFO	
	4CREAGE_	SIDWELL NUMBER
156	0.1791	17-24-83-010
157	0.1791_	17-24- M2 - att
150	0,1791	17-24-142-5/2
155	0.1791	17-24-142-013
160	0,1791	17-24-142 - 014
151	0. 993_	17-24-142-015
162	0.2336	17-24-142-44
163	0,3257	17-24-141-017
184	0,2005	17-24-142-013
165	0.2057	17-24-142-019
166	0.1928	17-24-142-040
167	0.2848	17-24-112-021
168	0,2297	17-24-145 - 026
169	0,2297	17-24-144-625
170	0,1653	17-24-144-024
171	0,1653	17-24-144-0-3
172	0,1655	17-24-144-422
173	0,1653	17-24-HY - ONL
174	0.1653	17-24-144 - 620

Reva 17-24-400-037 135,7510 ac.

12-29-06 DWB

### DEDICATION

WE, THE UNDERSIGNED, DEING ALL THE OWNERS AND LIEN HOLDERS OF THE LANDS MERGIN PLATTED, ON HEREBY VOLUMTARILY CONSENT TO THE EXECUTION OF THE SAID PLAT AND DO DELICHAT, EX-STREETS, PARKS OR PUBLIC GROUNDS AS SHOWN HEREON TO THE PUBLIC USE FOREYER.

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IMPAIR THE LAND SUPPORT OF SAID FACILITIES; (3) IMPAIR ABILITY
OR MAINTAIN THE FALLITIES OR (4) CERTA I ANZARO. TO MAINTAIN THE FACILITIES: OR (4) CREATE A HAZARD.

THE ABOVE FUBLIC UTILITY EASEMENTS ARE FOR THE BENEFIT OF ALL PUBLIC UTILITY PROVIDERS INCLUDING, BUT NOT LIMITED TO, DUKE ENERGY. WESTERN WATER COUPANY, UNITED TELEPHONE, WARNER CARLE, AND WARREN COUNTY.

CLASSICWAY DEVELOPMENT COMPANY, LLC

MURTCAGE TO: FEFTH THIRD, BANK, OFFICIAL RECORD 2523 PACE 484

BY: Machael R. Schablein

MICAGO R. Schablein

NOTARY CERTIFICATE STATE OF Ohio

COUNTY OF Hamilton

GERMINERED THAT ON THIS .Q. DAY OF (DETAILS, 2006, BEFORE ME A MOTHAT PUBLIC IN AND FOR SAID COUNTY AND STATE PERSONALLY CAME CLASSICIANY DEVICEOPEMY COMPANY, LLC, AS REPRESENTED THE PROBLEM. THE PROBLEM AND OF BOULDED REPLOCHMENT PUBLIC COMPANY, LLC, AS REPRESENTED THE STATE OF THE PROBLEM OF THE PROBLEM OF THE PROBLEM OF THE PROBLEM OF THE PROBLEM OF THE PROBLEM OF THE PROBLEM OF THE PROBLEM OF THE MAIN AND STREED MY MOTHATAL SEAL ON THE DAY AND YEAR LAST APPRECIAGE.

Mary Low Hove Mary Low Grove

MY COMMISSION EXPIRES: 5-19-10



### DEED REFERENCE

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### DRAINAGE STATEMENT

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HAS REFERENCE OF SAMES WITHIN ALL DRAINS OF ASEMPLES
FOR THE PURIOUS OF CONTROLLING AND DIRECTION STORMMATER
TO COLLECTION FACILITIES OR DRAINAGE CHANNELS.

THE WARREN COUNTY COMMISSIONERS ASSUME NO LEGAL OBLIGATION TO MAINTAIN OR REPAIR ANY OPEN DRAINGE DITCHES OR CHANNELS DESIGNATED AS "DRAINGAE ESSEMENTS" ON THIS PLAT. THE ESSEMENT AREA OF SACH LOT AND ALL IMPROVEMENTS WITHIN IT SHALL BE MAINTAINED CONTINUOUSLY BY THE LOT OWNER. WITHIN THE EASEMENTS, NO STRUCTURE, PLANTING, FEMCOUS, CUVERT, OR OTHER MATERIAL, SHALL BE PLACED OR PERMITTED TO REMAIN WHICH MAY OBSTRUCT, RETARD, OR DIVERT THE FLOW THORIOGN THE MATERIAL SHALL BE PLACED.

### OPEN SPACE PARCELS

ALL OPEN SPACE PARCELS ARE TO BE OWNED AND MAINTAINED BY THE CLASSICHAY HOME OWNERS ASSOCIATION AND ARE SUBJECT TO REQUIREMENTS OF THE RECORDS CLASSICHAY HOME OWNERS ASSOCIATION AND DETENTION PONDS ASSOCIATION DOCUMENTS. THE RETENTION AND DETENTION PONDS ASSOCIATION FOR FAME PARCELS AND ARE TO RECOVERED AND MAINTAINED BY THE CLASSICHAY HOME OWNERS ASSOCIATION. ALL UNDSCAPING IN ROADMAY SANDES TO BE MAINTAINED BY THE PARCELS AND ARE TO MAINTAINED BY THE PARCELS AND ARE TO MAINTAINED BY THE PARCELS AND ARE CONTROLLED AND AREA CONTROLLED AND AREA CONTROLLE

### SURVEYORS CERTIFICATION

I NEREBY CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THE ACCOURANTING PLAT IS A CORRECT RETURN OF A SUBJECT OF UNDER AT VICENCE SUPERVISION.

DON'S T. DINKS AND THE STATE OF OND

DATE CONTROL OF 1756 IN THE STATE OF OND

### OWNER/DEVELOPER

CLASSICWAY DEVELOPMENT COMPANY, LLC 3280 WESTBOURNE DRIVE CINCINNATI, OH 45238 (513) 451-9200 MR. RAKESH RAM, MANAGING PARTNER BOULDER DEVELOPMENT COMPANY

### CIVIL SITE ENGINEER

LAND CONSULTANTS 1074 ARDEN DRIVE VILLA HILLS, KY 41017 (859) 512-9228 MR. JEFF TALKERS, P.E.

### BENCHMARK INFORMATION

BASED ON THE WARREN COUNTY CIS MONUMENT CPS NO.62 (N.A.V.D. '88 DATUM) ELEVATION OF GPS NO.82 = 850,340

DESCRIPTION = THE STATION IS LOCATED 0.3 M. EAST OF THE INTERSECTION OF US 22-SES AND STUBES MILLS RAD AND IS ON THE SOUTH SIDE OF US 22-SES AND JUST EAST OF THE GRAVEL DRIVE TO \$2:27. STATION IS ALSO LOCATED SED FEET. WEST OF THE MORTHWEST CORRES OF SUGJECT

### APPROVALS

### COUNTY COMMISSIONERS

WE, THE BOARD OF COUNTY COMMISSIONERS OF WARREN COUNTY, OHIO DO HEREBY APPROVE THIS PLAT ON THIS.

215 DAY OF Durney 2005 Poly COMMISSIONERS:

### WARREN COUNTY REGIONAL PLANNING COMMISSION

THIS PLAT WAS APPROVED BY THE WARREN COUNTY REGIONAL PLANNING COMMISSION ON THIS 18th DAY OF DESEMBLY 2006.

WHILL R.

EXECUTIVE DISECTOR

### COUNTY ENGINEER

I HEREBY APPROVE THIS PLAT ON THIS 24TH DAY OF OCTOBER. 2005. NEIL F. TUNISON COUNTY ENGINEER

### HAMILTON TOWNSHIP ZONING INSPECTOR

I HEREBY APPROVE THIS PLAT ON THIS BOT DAY OF OCTOBER . 2008. HAMILTON TOWNSHIP ZONING INSPECTOR

### COUNTY SANTARY ENGINEER

I HEREBY APPROVE THIS PLAT ON THIS 200 DAY OF October , 2005. PL LO LONGER COUNTY SANITARY ENGINEER

### CRUNTY AUDITOR .

TRANSFERRED ON THIS 29" DAY OF RECENTED 2008 AT 11:00 R.H. Mich Dilson Sackia Remembers

### COUNTY RECORDER

FILE NO. 630464 FILE NO. (6201-121).
RECEIVED ON THIS AREADAY OF DESCRIPTION 2006 AT 15-03-374. RECORDED ON THIS AMADAY OF ALLERDAY 2006 AT 11:03:374 RECORDED IN PLAT BOOK NO. 77 ON PAGE NO. 25, 36, 37. rec. \$839.00

Deta Delland

LAND Des Connections decom-201 Variet William Street Lambody Mt. bi 47023 (812) 537-2145 Far (812) 237-4907 0-80(313) 365-246) L-PAT (888) 837-2140

Date: Sept. 25, 2006 N/A Job No: BOSOZI

Revisions No. Date

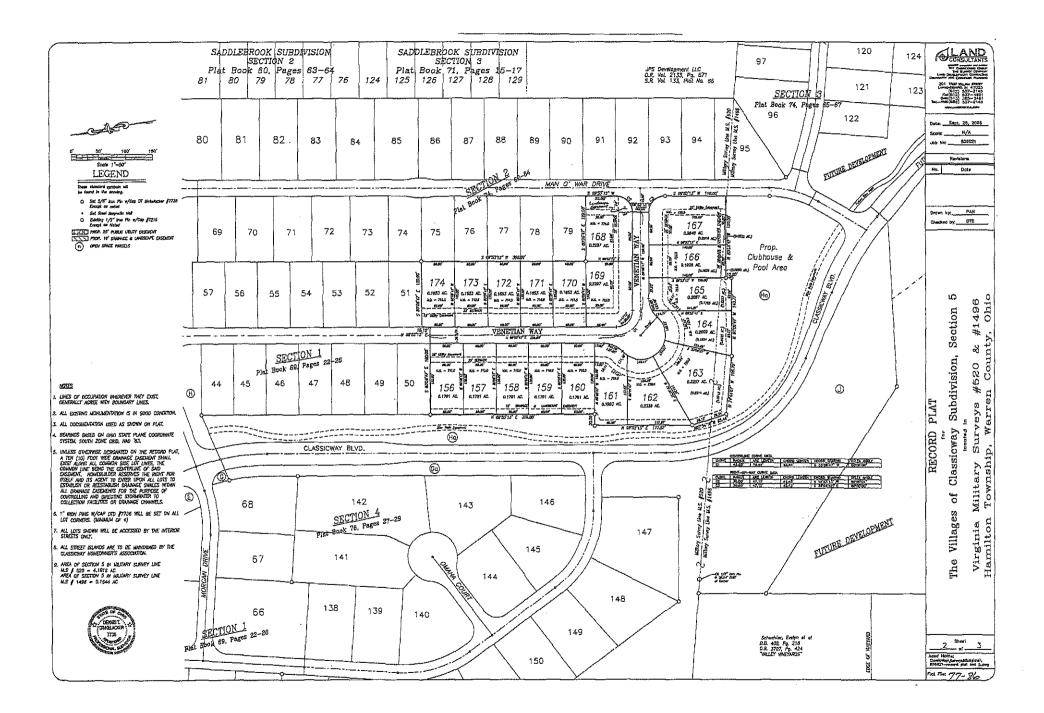
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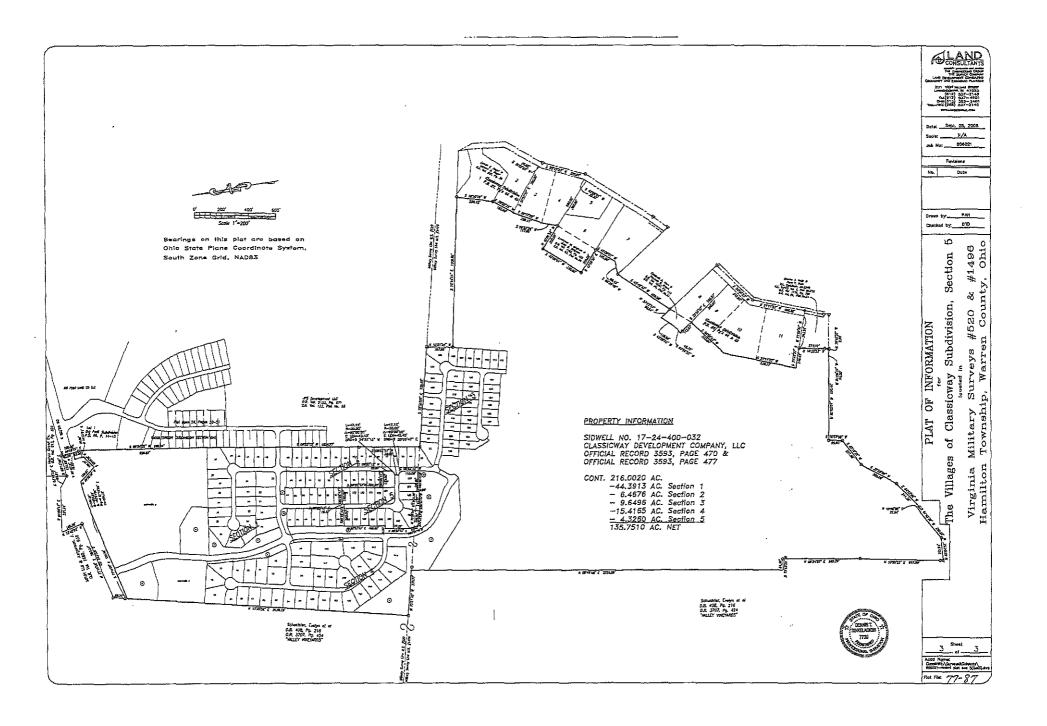
Q

#1496 7. Ohio Section ounts r Subdivision, \* Military Su Township,  $_{\rm fo}$ 63 Virginia Hamilton Village Vir The

PLAT

RECORD





The Board of Trustees of Hamilton Township, County of Warren, Ohio, met at a regular session at 6:00 pm on August 17, 2022, at Hamilton Township, Warren County, Ohio, with the following Trustees present:

Joe Rozzi - Trustee Mark Sousa - Trustee Darryl Cordrey - Trustee

Mr. Rozzi introduced the following resolution and moved its adoption:

### HAMILTON TOWNSHIP, WARREN COUNTY OHIO RESOLUTION NUMBER 22-0817B

A RESOLUTION ACCEPTING PUBLIC STREETS FOR MAINTENANCE AND SETTING SPEED LIMITS ON SECTIONS FOUR, FIVE, AND SIX IN THE VILLAGES OF CLASSICWAY SUBDIVISION, HAMILTON TOWNSHIP, DISPENSING WITH THE SECOND READING AND DECLARING AN EMERGENCY

WHEREAS, Warren County Commissioners have accepted the following streets in the Villages of Classicway subdivision and approved them for maintenance by Hamilton Township and Hamilton Township is accepting the same for maintenance Section Four (4), Five (5), and Six (6) shown on the attached Exhibit A.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Township Trustees of Hamilton Township, Warren County, Ohio:

- **SECTION 1.** Hamilton Township accepts Sections Four, Five, and Six as shown on the attached Exhibit A of the Villages of Classicway subdivision for maintenance.
- SECTION 2. The speed limit in Section Four (4), Five (5), and Six (6) of the Villages of Classicway subdivision, Hamilton Township is hereby established at twenty-five (25) miles per hour.
- SECTION 3. The Trustees of Hamilton Township, upon majority vote, do hereby dispense with the requirement that this Resolution be read on two separate days, and hereby authorize the adoption of this Resolution upon its first reading.
- SECTION 4. This Resolution is hereby declared an emergency measure necessary for the immediate preservation of the peace, health, safety and welfare of Hamilton Township. The reason for the emergency is to provide for an immediate establishment of a safe speed limit.
- SECTION 5. This Resolution shall take effect on the earliest date allowed by law.

Mr. Lonorey seconded the upon the question of its adoption, the vote resulted as	ne Resolution and the following being called s follows:
Joe Rozzi – Aye Mark Sousa – Aye Darryl Cordrey – Aye Resolution adopted this 17 <sup>th</sup> day of August 2022.	Nay Nay Nay Nay
مرکب میلاد	urt E. Weber, Fiscal Officer
	pproved as to form:  Todi J. Conover, Assistant Law Director
I, Kurt E. Weber., Fiscal Officer of Hamilton Townshins is a true and accurate copy of a Resolution duly a Township, County of Warren, Ohio, at its regularly s	adopted by the Board of Trustees of Hamilton
Date: 8/17/2022 K	Trust E. Weber, Fiscal Officer

Number <u>22-1453</u>

Adopted Date September 27, 2022

APPROVE A STREET AND APPURTENANCES (INCLUDING SIDEWALKS) BOND RELEASE FOR PRUS PROPERTIES, LLC FOR COMPLETION OF IMPROVEMENTS IN THE VILLAGES OF CLASSICWAY SUBDIVISION, SECTION 6 SITUATED IN HAMILTON TOWNSHIP

BE IT RESOLVED, upon recommendation of the Warren County Engineer, to approve the following street and appurtenances bond release:

### **BOND RELEASE**

16-013 (P/S) Bond Number

The Villages of Classicway Subdivision, Section 6 Development

Prus Properties, LLC Developer

Hamilton Township Amount \$159,900.00

Ohio Farmers Insurance Company (7879364) Surety Company

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

Mr. Grossmann - yea

Mr. Young – yea

Mrs. Jones - yea

Resolution adopted this 27<sup>th</sup> day of September 2022.

BOARD OF COUNTY COMMISSIONERS

Prus Properties, LLC, Attn: Joe Prus, 5325 Wooster Pike, Cincinnati, OH 45226 cc:

Ohio Farmers Ins. Co., One Park Circle, Westfield Center, OH 44251

Engineer (file)

Number 22-1454

Adopted Date September 27, 2022

APPROVE CLASSICWAY BOULEVARD, AFFIRMED DRIVE, UNBRIDLED WAY AND ALYSHEBA COURT IN THE VILLAGES OF CLASSICWAY SUBDIVISION, SECTION 6 FOR PUBLIC MAINTENANCE BY HAMILTON TOWNSHIP

WHEREAS, the Warren County Engineer has verified that Classicway Boulevard, Affirmed Drive, Unbridled Way and Alysheba Court have been constructed in compliance with the approved plans and specifications; and

Street Number	Street Name	Street Width	Street Mileage
2300-T	Classicway Boulevard	Varies	0.114
2389-T	Affirmed Drive	0'-29'-0'	0.019
2573-T	Unbridled Way	0'-29'-0'	0,229
2574-T	Alysheba Court	0'-29'-0'	0.144

NOW THEREFORE BE IT RESOLVED, to accept the above street names for public maintenance by Hamilton Township; and

BE IT FURTHER RESOLVED, that the Clerk of the Board of Commissioners certify a copy of this resolution to the County Engineer, Warren County, Ohio.

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

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 27th day of September 2022.

BOARD OF COUNTY COMMISSIONERS

ina Osborne, Clerk

cc: Map Room (Certified copy)

Township Trustees

Engineer (file)

Developer



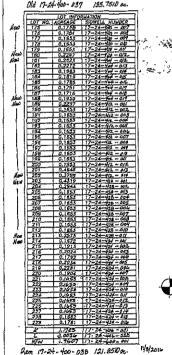
### PROPERTY INFORMATION

2520 FORD ROAD HAMILTON TOWNSHIP, OH

SIDWELL NO. 17-24-400-037-PRUS PROPERTIES LLC DOC. NO. 2014 - DESIDS

CONT. 13.9000 AC. GROSS -1.9607 AC. R/W STREETS 11.9393 AC. NET

Old 17-24-400-037 135.7510 ac.



### DEDICATION

WE THE UNDERSIGNED, BEING ALL THE OWNERS AND LIEN HOLDERS OF THE LANDS HERSIN PLAYTED, DO HERENY VOLUNTABLY COMESTY TO THE EXECUTION OF THE SAID PLAY AND DO DEDICATE THE STREETS, PARKS OR PUBLIC GROUNDS AS SHOWN HEREON TO THE PUBLIC USE FOREYER.

MERSON TO THE PUBLIC USE FOREVER.

ANY "PUBLIC UTUILT EXSEMENTS" AS SHOWN ON THIS PLAY ARE FOR THE PLACEMENT OF PUBLIC UTUILTES, SUCHALASS AND TRAILS AND FOR THE PLACEMENT OF PUBLIC UTUILTES, SUCHALASS AND TRAILS AND FOR THE ASSEMBLY OF THE SASSEMENT SHOWN ON THIS PLAY, UNILESS DESIGNATED FOR A SPECIETY PURPOSE, ARE FOR THE CONSTRUCTION, DEPEATION, MAINTERNANCE, REPARR, REPLACEMENT OR REMOVAL OF WATER, SEWER, DAS, ELECTRIC, TELEPHONE, CARLL' TELEVISION, OR OTHER UTUILT' LINES OF SERVICES, SICHMAINS, THAIS, STORMWATER DISPOSAL AND FOR THE EXPRESS PRIVATED SICHMAINS, THAIS, STORMWATER DISPOSAL AND FOR THE EXPRESS PRIVATED CONTINUE, TRAISMND DEPOSAL AND FOR THE EXPRESS PRIVATED CONTINUE, TRAISMND DEPOSAL AND FOR THE EXPRESS PRIVATED SHIPM SADD DESCRIPTION OF ANY ANY ADD ALL TREES OF OTHER DESTRUCTURES MAY BE BUILT WITHIN SAD FOREVER. NO SUILDINGS OR OTHER STRUCTURES MAY BE BUILT WITHIN SAD FOREVER. SOME MAY THE BUSINESS AND SERVICES (2) HOPER CLEARANCES OF EITHER OVERREAD OR UNDEFOREUND FACILITIES: (2) HOPER THE FACILITIES; OR (4) CREATE A HAZARD.

THE ABOVE PUBLIC UTILITY EASEMENTS ARE FOR THE BENEFIT OF ALL PUBLIC UTILITY PROVIDERS INCLUDING, BUT NOT LIMITED TO, DUKE ENERGY OHIO, INC., UNITED TELEPROME, THE WARNER COUNTY.



NOTARY DERTIFICATE STATE OF CHIC

COUNTY OF HAMEEN

ER REMISERED THAT ON THIS DAY OF THE TOTAL STATE PERSONALLY CAME PRUS
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YEAR AST APPRESAND.

RESTRICTION OF THE PERSONAL STATE OF THE P

MY COMMISSION EXPIRES:

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My commission expl January 10, 2017 :1-16-2017

MORTGAGE TO: MORTH SIDE BANK & TRUST CO.
OFFICIAL BEOTRO DAY-03 FAGE \_\_\_\_\_

NOTARY CERTIFICATE

STATE OF PAID

COUNTY OF HAMILIES

BE REMEMBERED THAT ON THIS AM DAY OF STATE PESSONELLY COME ON NOTHING PUBLIC IN AND FOR SAID COUNTY AND STATE PESSONELLY COME SHOWNED BANK AT TRUST OF A STATE BANK. AND STATE PESSONELLY COME SHOWNED AND DESCRIPTION OF THE STATE BANK. AND STATE PESSONELLY COME AND DESCRIPTION THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE SAID AND AFFIXED MY NATIONAL SEAL ON THE DAY AND YEAR LAST AFORESAID.

HOTARY PUBLIC (signature) (printed)

MY COMMISSION EXPIRES:



### BENCHMARK INFORMATION

BASED ON THE WARREN COUNTY GIS MONUMENT OPS NO.62 (N.A.V.D. '88 DATUM) ELEVATION OF GPS NO.62 = 850.340

DESCRIPTION  $\Rightarrow$  THE STATION IS LOCATED 0.3 M. EAST OF THE INTERSECTION OF US 22–383 AND STURBS MILLS ROAD AND IS ON THE SOUTH SDE OF US 22–383 AND JUST EAST OF THE GOAVEL DRIVE TO SHIZZ, STATION IS ALSO LOCATED 960 FEET  $\pm$  West of the morthwest corner of subject property.

### DEED REFERENCE

SITUATED IN VIRGINIA MILITARY SURVEY NO. 1456, HAMILTON TOWNSHIE, WARREN COUNTY, ORIO, AND DELIGO TANDOCCOUNTY, 1370 AC-450 DELIGO TANDOCCOUNTY, ORIO, AND DELIGO TANDOCCOUNTY, 1370 AC-450 DELIGO TANDOCCOUNTY, AND COUNTY OF CONSTRUCTION OF COUNTY OF COUNTY, ORIONAL DELICATION OF COUNTY, ONLY ORIO

THE WITHIN SUPPLYSION IS SUBJECT TO THE BECLARATIONS OF COVENANTS. CONDITIONS, AND RESTRICTIONS AND RESERVATION OF EASEMENTS FOR CLASSICIANY HOLE DWINES ASSOCIATION WHICH IS RECORDED IN THE DEED RECORDS OF WARREN COUNTY, OHIO COMMENCING WITH OFFICIAL RECORD VOLUME \$274. FACE 1272. AND THE ARTICLES OF HIODROPHICATION AND CODE OF REQULATIONS FOR THE ASSOCIATION. SAID DECLARATION MAY BE AMENDED, SAID JAKENDHEN(S) RECORDED IN THE DEED RECORDS OF WARREN COUNTY, OHIO.

### DRAINAGE STATEMENT

UNLESS OTHERWISE DESIGNATED ON THIS PLAT, A FRITTEN (15) FOOT WIDE DRAINAGE EASEMENT SHALL EXIST ALONG ALL COMMON REAR LOT LINES AND A TEN (10) FOOT WIDE DRAINAGE EASEMENT SHALL EXIST ALONG ALL COMMON SIDE LOT LINES, WITH THE COMMON LINE BRING THE CENTERLINE OF SAID EASEMENT.

THE EASEMENT AREAS SHALL BE MAINTAINED CONTINUOUSLY BY THE LOT OWNER(S).
WITHIN THE CASSMENTS, NO STRUCTURE PLANTING, FRIGING, GULVERT, OR OTHER
MATERIAL SHALL BE PLACED OR PLEMITTED TO REMAIN WHICH MAY DISTRUCT,
RETARD, OR DIVERT THE FLOW THROUGH THE WATERCOUSE.

THE WAREEN COUNTY COMMISSIONERS AND THE BOARD OF TRUSTEES ASSUME NO LECAL OBLIGATION TO MAINTAIN OR REPAIR ANY OPEN BRAIN, DITCHES OR WATERCOURSE WITHIN THE ELEMENT AREA MULES NOTED OTHERWISE ON THIS PLAT. HOWEVER, WHEN THE PLATTED REGIT—OF—WAY AREA HAS BEEN PREVIOUSLY ACCOUNTS. THE BOARD OF TOWNSHIP TRUSTEES, THE BOARD OF TRUSTEES OR THEN REPRESENTATIVES MAY EVERY UPON AN INSPECT THE OSSEMENT MARSS AND, IN ACCIDIANCE WITH SECTION SESSO, OF THE OHIO REYISED CODE, MAY REMOVE OR WHITH THE PROJECT OF AN OSTRUCTION AUTRICATED AN AREA WHITH THE PROJECT OF MAY CONTROLLED WITHIN THE PROJECT OF MAY REMOVE OR CHIEF HE PERIONAL OF AN OSTRUCTION AUTRICATED AN AREA WHITH THE PROJECT ROWSTOWN OF THE PROPERTY OF THE PERIONAL OF AN OSTRUCTION AUTRICATED AN AREA WHITH THE PROJECT ROWSTOWN OF MAY REMOVE OR CHIEF THE PERIONAL OF AN

UNTIL THE EXPRATION OF THE PUBLIC IMPROVEMENT MAINTENANCE BONDING PERIOD, THE DEVELOPER (OR THER AGENTS) RESERVES THE RIGHT TO ENTER UPON ALL LOTS TO ESTABLES ON RE-ESTABLES HORMAGE EMAILS WITHIN ALL DENINAGE ESCHERTS, FOR THE PURPOSE OF CONTROLLING AND DIRECTING STORMWATER TO COLLECTION FACILITIES OR PUMMAGE CHANNES.

THE PUBLICAT MAINTAINED POTITION OF THE STORM SEWER SYSTEM WILL INCLIDE STORM DRAINS, CHLVERTS, AND/OR DIFFUSE INCLATED WITHIN ETHER THE FUBLIC STORM DRAINS, CHLVERTS, AND/OR DIFFUSE INCLATED WITHIN ETHER THE FUBLIC SECTION OF THE FUBLIC UTILITY DESIGNATION AND DESIGNATION OF THE FORMATION OF THE STORM DRAIN OF THE FORMATION OF THE FORMATION OF THE FORMATION OF THE STORM DRAIN OF THE FORMATION OF THE FORMATION OF THE FORMATION OF THE STORM DRAIN OF THE FORMATION OF THE FO

### IDUTY STATEMENT

ALSO HEREBY GRANTED TO DUKE ENERGY OHIO, INC. AND ITS SUBSIDIARIES, SUCCESSORS, AND ASSIGNS IS THE RIGHT TO LATERALLY COTEND, REPAIR, AND MENTALIN MATURAL CAS SERVICES TO SERVE MONIPOLAL CITS AS CONSTRUCTED BY THE ORIGINAL BUILDER ALLOWING DISTURBANCE ONLY "OVER EXISTING SERVICE LINES NECESSARY FOR THE REPAIR ONLY ON THE LOT ON WHICH THE SERVICE IS LOCATED. RECONSTRUCTION OR RELOCATION IS PERMISSIBLE ONLY WITH THE WHITEN PERMISSION OF THE PARCEL LINES AND SAID UTILITY PROPURER TO A MITTIBLEY ARREADE LIDCATION. NO PART OF THE UTILITY EASEMENTS SHALL DECUMENTS SUSTING BUILDINGS ON ADDISING THE

### OPEN SPACE PARCES

COMMON AREA LANDSCAPE ISLAND LDTS/PARCELS ARE NON-BUILDARIEL, FOR LANDSCAPING OULY, AND COMPRETE BY A PERFETUAL MORPHAY EASEMOST DEDICATED TO THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE THE PROPERTY OF THE THE PROPERTY OF THE THE PROPERTY OF THE THE PROPERTY OF THE THE PROPERTY OF THE PROPERTY

### STRUCTURAL STATEMENT

ALL THE COSTS ASSOCIATED WITH THE MAINTENANCE, REPAIR, AND REPLACEMENT FOR THE RETAINING WALL SYSTEM ALONG CLASSICMAY BYLD INSIDE, AND OUTSIDE THE RICHTO-PAIN'S SHALL BE THE SIGHT FOR POSISIENT OF THE HOME OWNERS ASSOCIATION OF THE VILLAGE OF CLASSICWAY SUBBINISION, AND NOT HAMILTON TOWNSHIP OR WARREN COUNTY.

HOME OWNERS ASSOCIATION ACKNOWLEDGES AND AGREES THAT A PUBLIC DEDICATED ROAD KNOWN AS CLASSIGNAY BLVD WILL BE CONSTRUCTED BESIDE THE ABOVE MENTIONED STRUCTURE, AND THAT HANDAID TO TOWNERS ABOVE AND WORK THE ABOVE THE STRUCTURE THE RICHT TO PEFFORM SUCH WORK OF, OVER AND ADDIVIDE THE STRUCTURE WHICH IS NECESSARY FOR THE MISTALLATION, MAINTENANCE, OR ROATED OF CLASSICNAY BLVD AND OTHER MEMORYMENTS IN CONNECTION THEREWITH.

IMPROVEMENTS IN CONSECTION THEREWITH.

2 (NA.V.D. '88 DATUM)

THE HOME OWNERS ASSOCIATION STRUCTURE SIMIL SE MADITAINED IN A COOD AND SAFE COMMITTING PUBLIC AS RECOMMENDED BY HAMILTON THE CHIEF TRAVELLOR PUBLIC AS RECOMMENDED BY HAMILTON OWNERS ASSOCIATION.

THE MITTING IN SAFE CONTINUE AND ADMITTING THE COST AND EXPENSE OF THE HOME OWNERS ASSOCIATION.

ASSOCIATION APPROVED

THE SAFE OF US 223—582

THE HOME OF

### APPROVALS

### COUNTY COMMISSIONERS

WE. THE BOARD OF COUNTY COMMISSIONERS OF WARREN COUNTY, OHIO DO HEREBY APPROVE THIS PLAT ON THIS

CTE DAY OF SEPTEMBER 2016.

COUNTRY fat South

WARREN COUNTY REGIONAL PLANNING COMMISSION

THIS PLAT WAS APPROVED BY THE WARREN COUNTY REGIONAL PLANNING COMMISSION ON THIS 26th DAY OF SAMPAKET, 2015.

EXPOUNTE OFFICIOR

COUNTY ENGINEER

HEREBY APPROVE THIS PLAT ON THIS TO DAY OF SEPTEMBER 2016. NEIL TUNISON

COUNTY ENGINEER

HAMILTON TOWNSHIP ZONING INSPECTOR

I HERELY APPROVE THIS PLAT ON THIS 1st DAY OF SOMEWHAL. 2018. HAMILION TOWNSHIP ZONING INSPECTOR

COUNTY SANITARY ENGINEER

I HEREBY APPROVE THIS PLAT ON THIS THE DAY OF SAPPLANE. 2016. On Brook THOUSED A TRUMENCE CHAIS BEAUSELY COUNTY SANITARY ENGINEER

COUNTY AUDITOR

TRANSFERRED ON THIS 30 DAY OF TODDENIA 2016 AT 101034. DEPUTY Summe

COUNTY RECORDER

FILE NO. 2016-033552

RECEIVED ON THIS 31 DAY OF 70 2016 AT 1015 MM. RECORDED ON THIS 3 DAY OF TO 2016 AT 1015 4.M. RECORDED IN PLAT BOOK NO. 94 ON PAGE NO. 54.78

FEE: \$345.60 Linda Oda

WATER SYSTEM

I HEREBY APPROVE THIS PLAT ON THIS 15 DAY OF SHIP SCOTT KIRK GENERAL MANAGER, WESTERN WATER COMPANY

SURVEYORS CERTIFICATION

I HEREBY CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THE ACCOURANTING PLAT IS A CORRECT RETURN OF A SURVEY MADE UNDER MYTHERE, SURVEYBURGH, B/31/2016.

DENNS I. DINGELACION DATE ON THE STATE OF OHIO

OWNER/DEVELOPER

PRUS PROPERTIES, LLC 5325 WOOSTER PIKE CINCINNATI, OH 45226 (513) 321-777≠ WR. JOE PRUS

CIVIL SITE ENGINEER

LAND CONSULTANTS 314 FRONT STREET LAWRENCEBURG, IN 47025 (BSP) S12-9228 MR. JEFF TALKERS, P.E.

LAND 314 From Death represental 0x 47025 (012) 537—2140 Fac(612) 537—4901 (088) 537—2140 050 Octr Smoot Sufer 1700 Coc-on. Oct 402003 (815) 381-1020 Fac(513) 381-1070

Dolar August 18, 2015 N/A Job No: 805019

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80 Section

Ohi 8 y #1496 County, Subdivision, ey d D Surve Classicway diusu ginia n Town of

PLAT

RECORD ٥

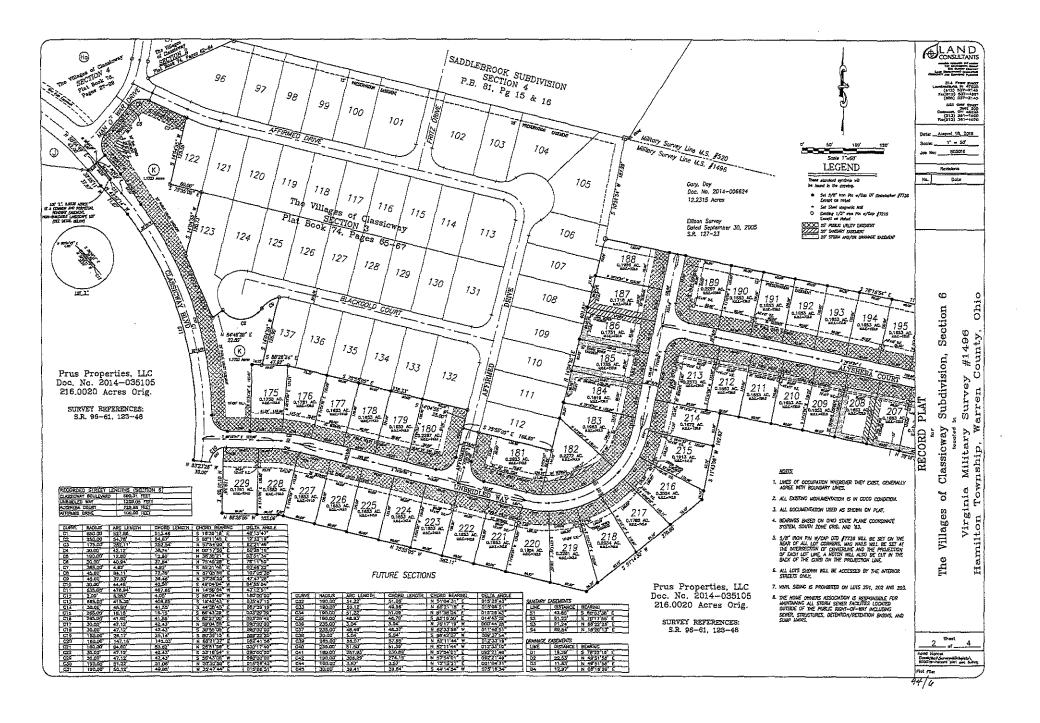
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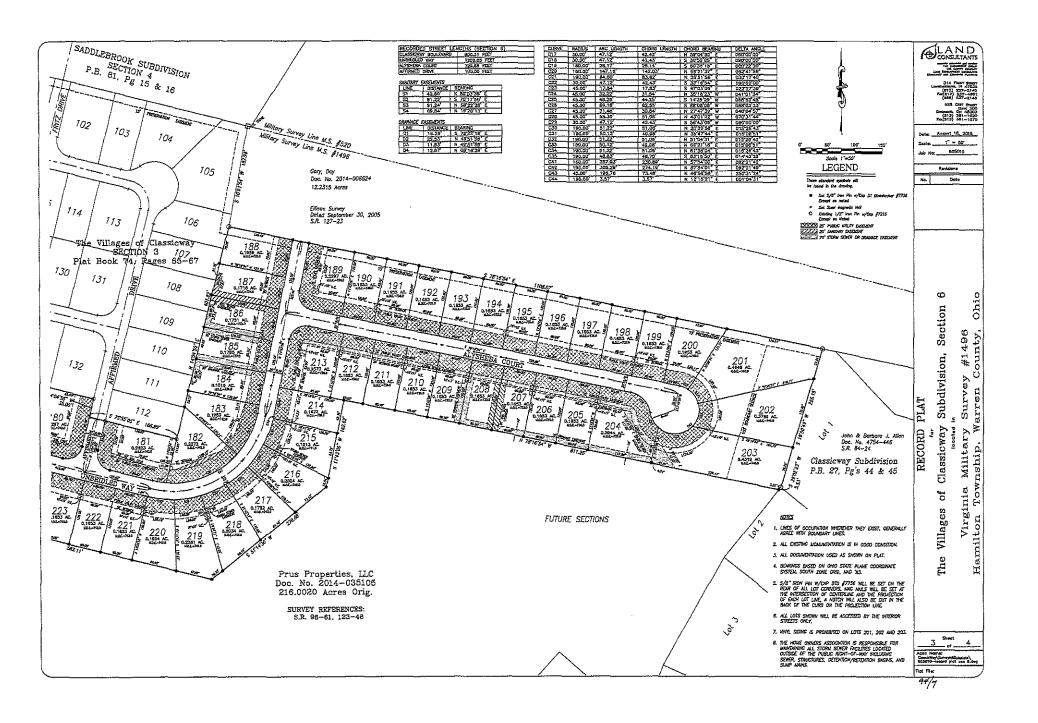
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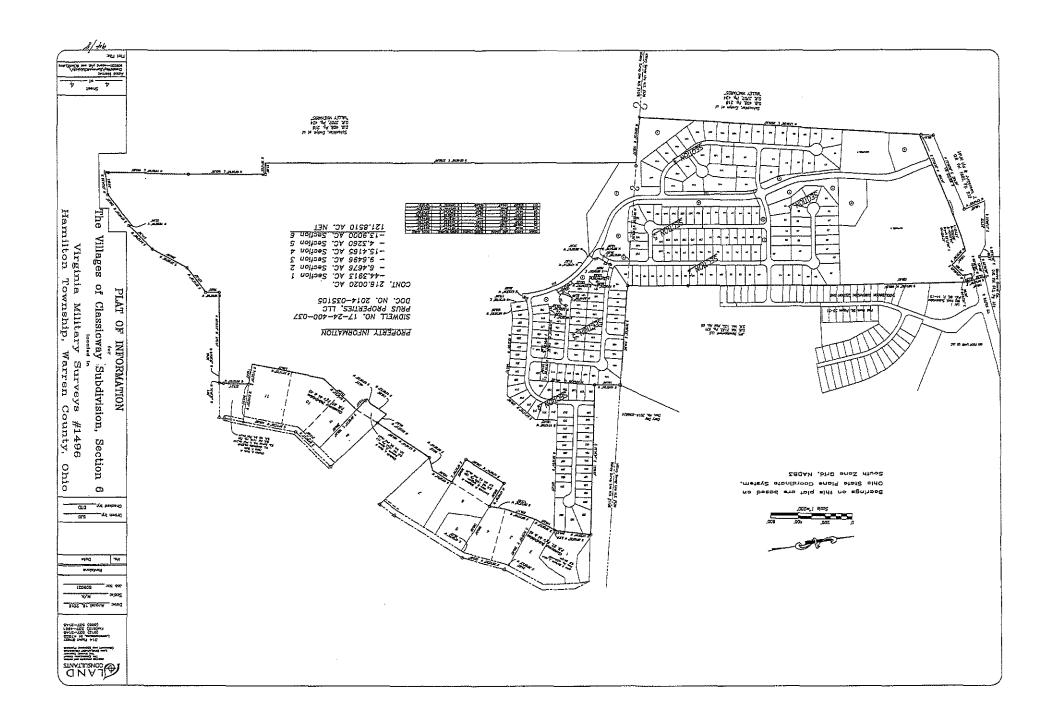
Hamilton

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The Board of Trustees of Hamilton Township, County of Warren, Ohio, met at a regular session at 6:00 pm on August 17, 2022, at Hamilton Township, Warren County, Ohio, with the following Trustees present:

Joe Rozzi - Trustee Mark Sousa - Trustee Darryl Cordrey - Trustee

Mr. Rozz! introduced the following resolution and moved its adoption;

### HAMILTON TOWNSHIP, WARREN COUNTY OHIO RESOLUTION NUMBER 22-0817B

A RESOLUTION ACCEPTING PUBLIC STREETS FOR MAINTENANCE AND SETTING SPEED LIMITS ON SECTIONS FOUR, FIVE, AND SIX IN THE VILLAGES OF CLASSICWAY SUBDIVISION, HAMILTON TOWNSHIP, DISPENSING WITH THE SECOND READING AND DECLARING AN EMERGENCY

WHEREAS, Warren County Commissioners have accepted the following streets in the Villages of Classicway subdivision and approved them for maintenance by Hamilton Township and Hamilton Township is accepting the same for maintenance Section Four (4), Five (5), and Six (6) shown on the attached Exhibit A.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Township Trustees of Hamilton Township, Warren County, Ohio:

- **SECTION 1.** Hamilton Township accepts Sections Four, Five, and Six as shown on the attached Exhibit A of the Villages of Classicway subdivision for maintenance.
- SECTION 2. The speed limit in Section Four (4), Five (5), and Six (6) of the Villages of Classicway subdivision, Hamilton Township is hereby established at twenty-five (25) miles per hour.
- **SECTION 3.** The Trustees of Hamilton Township, upon majority vote, do hereby dispense with the requirement that this Resolution be read on two separate days, and hereby authorize the adoption of this Resolution upon its first reading.
- SECTION 4. This Resolution is hereby declared an emergency measure necessary for the immediate preservation of the peace, health, safety and welfare of Hamilton Township. The reason for the emergency is to provide for an immediate establishment of a safe speed limit.
- SECTION 5. This Resolution shall take effect on the earliest date allowed by law.

Mr. Longer secon upon the question of its adoption, the vote result	ded the Resolution and the following being called lted as follows:
Joe Rozzi – Ay Mark Sousa – Ay Darryl Cordrey – A Resolution adopted this 17 <sup>th</sup> day of August 202	
	Attest:
	Kurt E. Weber, Fiscal Officer
	Approved as to form:
	Brodi J. Conover, Assistant Law Director
	ownship, Warren County, Ohio, hereby certify that duly adopted by the Board of Trustees of Hamilton larly scheduled meeting on August 17, 2022.
Date: 8/17/2022	Kurt E. Weber, Fiscal Officer

Number <u>22-1455</u>

Adopted Date September 27, 2022

ENTER INTO STREET AND APPURTENANCES (INCLUDING SIDEWALKS) SECURITY AGREEMENT WITH GRAND COMMUNITIES, LLC FOR INSTALLATION OF CERTAIN IMPROVEMENTS IN PROVIDENCE SUBDIVISION, SECTION EIGHT, BLOCK B SITUATED IN HAMILTON TOWNSHIP

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

### SECURITY AGREEMENT

Bond Number

: 22-014 (P/S)

Development

: Providence Subdivision, Section Eight, Block B

Developer

: Grand Communities, LLC

Township

: Hamilton

Amount

: \$93,924.36

Surety Company

: RLI Insurance Company (CMS0350249)

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

Mr. Grossmann - yea

Mr. Young - yea

Mrs. Jones - yea

Resolution adopted this 27<sup>th</sup> day of September 2022.

**BOARD OF COUNTY COMMISSIONERS** 

Tina Osborne, Clerk

cc:

Developer

Surety Company Bond Agreement file

Engineer (file)

Form ST-1 Rev. 08/2016

### SUBDIVISION PUBLIC IMPROVEMENT PERFORMANCE AND MAINTENANCE SECURITY AGREEMENT

### STREETS AND APPURTENANCES

	(including Sidewalks	)
		Security Agreement No.
		22-014 (P/s)
This A Grand Comm	greement made and concluded at Lebanon, Obunities LLC	nio, by and between(1) (hereinafter the "Developer") and the
Warren Count  RLI Insurance	unities LLC y Board of County Commissioners, (hereinafte o Company	er the "County Commissioners"), and (2) (hereinafter the "Surety").
	WITNESSETI	н:
	the Developer is required to install certain im  Subdivision, Section/Phase Eight, Bl	lockB(3) (hereinafter the "Subdiviston")
situated in H	lamilton (4) Township, Warren County, Ohio, i	n accordance with the Warren County
Subdivision re	gulations (hereinafter called the "Improvemen	its"); and,
when when when warren Count percent (20%) and their tenta upon the Impr	REAS, it is estimated that the total cost of the approvements that have yet to be completed and ; and,  REAS, the County Commissioners require all a percent (130%) of the estimated cost of uncorce of the construction of uncompleted or unapy subdivision regulations and to require all De of the estimated total cost of the Improvementive acceptance by the County Commissioners over and their final acceptance by the County Commissioners and their final acceptance by the County Commissioners and their final acceptance by the County Commissioners and their final acceptance by the County Commissioners and their final acceptance by the County Commissioners and their final acceptance by the County Commissioners and their final acceptance by the County Commissioners are the county Commissioners and their final acceptance by the County Commissioners are the county Commissioners and the county Commissioners are the county Commissioners and the county Commissioners are the county Commissioners and the county Commissioners and the county Commissioners are the county Commissioners and the county Commissioners are the county Commissioners and the county Commissioners are the county Commissioners and the county Commissioners are the county Commissioners and the county Commissioners are the county Commissioners and the county Commissioners are the county Commissioners are the county Commissioners and the county Commissioners are the	developers to post security in the sum of one impleted or unapproved Improvements to secure proved Improvements in accordance with evelopers to post security in the sum of twenty its after the completion of the Improvements is to secure the performance of all maintenance impletion and tentative acceptance of the
NOW,	THEREFORE, be it agreed:	
1.	of \$93,924.36 to secure the po	accordance with Warren County subdivision igation). If any sum greater than zero (0) is

- 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 \_\_\_\_\_\_ 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.
- The condition of the Performance Obligation shall be that whenever the Developer shall be 4. 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 \$93,924.36 to secure the performance of all maintenance upon the Improvements as determined to be necessary by the County Engineer (hereinafter the Maintenance Obligation). In no event shall the sum provided for herein be less than twenty percent (20%) of the estimated total cost of the Improvements as set forth above.

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

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

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

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

B. To the County Engineer:

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

C. To the Developer:

Grand Cor	nmuni	ties, LLC		
3940 Olym	pic Bl	vd, Suite	400	
Erlanger, l	<b>Y</b> 410	118		
Ph. ( <u>859</u>	)	344	- 3131	

	D.	To the Surety:
		RLI Insurance Company
		525 W. Van Buren Street, Suite 350
		Chicago, IL 60607
		Ph. ( <u>312</u> ) <u>445</u> - <u>9742</u>
	shall b	otices and requests for inspection, unless otherwise specifically provided herein, be by certified mail, return receipt requested, and shall be complete upon mailing. All as are obligated to give notice of any change of address.
14.	The se	ecurity to be provided herein shall be by:
	<u></u>	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.	institu obliga and lo	erm "Surety" as used herein includes a bank, savings and loan or other financial ation where the security provided is a letter of credit, escrow letter or surety ation of a national bank. The term "Surety" when referring to a bank, savings can or other financial institution is not intended to create obligations beyond provided by Paragraphs 4 and/or 9 of this security agreement.
16.	Comr days a	e event that Surety shall fail to make funds available to the County nissioners in accordance with Paragraphs 4 or 9, as applicable, within thirty (30) after notification of default, then amounts due shall bear interest at eight per cent per annum.

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

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

DEVELOPER: Grand Communities, LLC SURETY: RLI Insurance Company

A Kentucky Limited Liability Company

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

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

SIGNATURE: MICHAL KACIS

PRINTED NAME: Michael Kady

TITLE: President

DATE: 8/18/22

SIGNATURE:

PRINTED NAME: Susan A. Year

TITLE: Attorney-in-Fact

DATE: August 18, 2022

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN EXECUTION WHEREOF, the Warren County Board of County Commissioners have caused this security agreement to be executed by the President of the Board, on the date stated below, pursuant to Board Resolution Number 22 - 1465, dated  $9 \cdot 27 \cdot 22$ .

WARREN COUNTY BOARD OF COUNTY COMMISSIONERS

SIGNATURE: \*\*

PRINTED NAME: Ton Grossman

TITLE: President

DATE: 9.27.22

RECOMMENDED BY:

COUNTY ENGINEER

APPROVED AS TO FORM:

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

# **POWER OF ATTORNEY**

### RLI Insurance Company Contractors Bonding and Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615 Phone: 800-645-2402

#### Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

together, the "Company") do hereby make, constitute and appoint: <u>Dan E, Ries, Susan A, Yeazell, Julie L. Cline, Brittany Seaborn, jointly or a seaborn.</u>	severally
in the City of Cincinnati, State of Ohio full power and authority hereby conferred, to sign, execute, acknowledge bonds and undertakings in an amount not to exceed (\$25,000,000.00) for any single obligation.	
The acknowledgment and execution of such bond by the said Attorney in executed and acknowledged by the regularly elected officers of the Compa	
RLI Insurance Company and/or Contractors Bonding and Insuran following is a true and exact copy of a Resolution adopted by the Board of	
"All bonds, policies, undertakings, Powers of Attorney or other obligation the Company by the President, Secretary, any Assistant Secretary, Treast of Directors may authorize. The President, any Vice President, Sec Attorneys in Fact or Agents who shall have authority to issue bonds, policies are is not necessary for the validity of any bonds, policies, undertakings signature of any such officer and the corporate seal may be printed by factors.	surer, or any Vice President, or by such other officers as the Board cretary, any Assistant Secretary, or the Treasurer may appoint licies or undertakings in the name of the Company. The corporate s, Powers of Attorney or other obligations of the corporation. The
IN WITNESS WHEREOF, the RLI Insurance Company and/or Concaused these presents to be executed by its respective Vice Presumany, 2022.	
SEAL SEAL	By: Barton W. Davis Vice President
State of Illinois County of Peoria  State of Illinois County of Peoria	CERTIFICATE
On this <u>27th</u> day of <u>January</u> , <u>2022</u> , before me, a Notary Public, personally appeared <u>Barton W. Davis</u> , who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the RLI Insurance Company and/or Contractors Bonding and Insurance Company and acknowledged said instrument to be the voluntary act and deed of said corporation.	I, the undersigned officer of RLI Insurance Company and/or Contractors Bonding and Insurance Company, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the RLI Insurance Company and/or Contractors Bonding and Insurance Company this 18th day of August 2022.
By: Catherine D. Glover Notary Public	RLI Insurance Company Contractors Bonding and Insurance Company
CATHERINE D. GLOVER OFFICIAL SEAL FULLO F Notary Public - State of limpts March 24, 2024 March 24, 2024	By: Jeffrey D. Fick.  Corporate Secretary

#### PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS that, Grand Communities, LLC, 3940 Olympic Blvd., Suite 400, Erlanger, KY 41018, as Principal, and RLI Insurance Company, 525 W. Van Buren Street, Suite 350, Chicago, IL 60607, as Surety, are held and firmly bound unto Warren County Commissioners, 406 Justice Drive, Lebanon, OH 45036, as Obligee, in the sum of Ninety-Three Thousand Nine Hundred Twenty-Four and 36/100 Dollars (\$93,924.36) lawful money of the United States for the payment of which, well and truly be made, we bind ourselves, our heirs, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has agreed to construct and dedicate for public purpose and maintenance Streets and Appurtenances (included Sidewalks) in Providence, Section 8B Subdivision in Hamilton Township, Warren County, OH.

NOW THEREFORE, if the said Principal hereinbefore set forth, shall fully and faithfully perform all the work specified to be done in accordance with plans for Streets and Appurtenances (included Sidewalks) in Providence, Section 8B Subdivision in Hamilton Township, Warren County, OH, on record at Warren County Commissioners, then this obligation shall be void and of no further legal effect; otherwise, this bond shall remain in full force and effect in law; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder, shall in no event exceed the penal amount of this obligation, as herein stated to be the sum of Ninety-Three Thousand Nine Hundred Twenty-Four and 36/100 Dollars (\$93,924.36) and no more.

SIGNED AND DATED THIS 18th day of August, 2022.

Principal: Grand Communities, LLC

A Kentucky Limited Liability Company

Rv.

Surety: RLI Insurance Company

Susan A, Yeazell, Attorney-in-Fact

### MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS, Grand Communities, LLC, 3940 Olympic Blvd., Suite 400, Erlanger, KY 41018 as Principal, and RLI Insurance Company, a corporation organized under the laws of the Illinois with principal place at 525 W Buren Street, Suite 350, Chicagoi, IL 60607, as Surety, are held and firmly bound unto Warren County Commissioners, 406 Justice Drive, Lebanon, OH 45036 (hereinafter called Obligee) in the penal sum of EightThousand Three Hundred Thirty-Nine and 07/100 Dollars, (\$ 8,339.07), for payment of which, well and truly to be made, we do hereby bind ourselves, our heirs, executors, administers, successors and assigns, jointly and severally, firmly by these presents.

DATED this 20th day of August, 2022.

WHEREAS, the said Principal has heretofore entered into a Subdividers Contract with the Obligee above named for certain physical improvements for

Sewer in Providence, Section Eight B Subdivision

located in Hamilton Township, Warren County, Ohio

and

WHEREAS, the Principal submits that all work called for under the said Subdividers Contract has now been completed according to the approved plans and as a condition of acceptance of the physical improvements offers this bond to said Obligee;

NOW THERFORE, THE CONDITION OF THE OBLIGATION IS SUCH, That is said Principal shall, for a period of One (1) year(s) from and after the 20th day of August, 2022, indemnify the Obligee against any loss or damage directly arising by reason of any defect in the material or workmanship which may be discovered within the period aforesaid, then this obligation shall be void; otherwise to be and remain in full force and virtue in law.

PROVIDED, HOWEVER, that in the event of any default on the part of said Principal, written statement of the particular facts showing such default and the date hereof shall be delivered facts showing such default and the date thereof shall be delivered to the Surety by certified mail, at its Home Office in 525 W Buren Street, Suite 350, Chicagoi, IL 60607 promptly an in any event within thirty (30) days after the Obligee or his representative shall learn of such default; and that no claim suit, or action by reason of any default of the Principal shall be brought hereunder after the expiration of thirty (30) days from the end of the maintenance period as herein set forth.

Grand Communities, LLC
A Kentucky Limited Liability Company

Principal

1ts: Michael Kady, President

**RLI Insurance Company** 

Surety

Susan A.Yeazell

Its: Attorney-in-Fact

# Resolution

Number <u>22-1456</u>

Adopted Date September 27, 2022

ENTER INTO A SUBDIVISION PUBLIC IMPROVEMENT PERFORMANCE AND MAINTENANCE SECURITY AGREEMENT WITH GRAND COMMUNITIES, LLC FOR INSTALLATION OF CERTAIN IMPROVEMENTS IN PROVIDENCE, SECTION EIGHT, BLOCK B SITUATED IN HAMILTON TOWNSHIP

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

### SECURITY AGREEMENT

Bond Number

22-016 (W/S)

Development

Providence, Section Eight, Block B

Developer

Grand Communities, LLC

Township Amount Hamilton \$8,339.07

Surety Company

RLI Insurance Company (CMS0350250)

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

Mr. Grossmann - yea

Mr. Young - yea

Mrs. Jones - yea

Resolution adopted this 27<sup>th</sup> day of September 2022.

**BOARD OF COUNTY COMMISSIONERS** 

Tina Osborne, Clerk

cgb

cc:

Grand Communities, LLC., D Stroup, 3940 Olympic Blvd., Ste 100, Erlanger KY 41018

RLI Insurance Company, 525 W. Buren Street, Suite 350, Chicago, IL 60607

Water/Sewer (file) Bond Agreement file

# SUBDIVISION PUBLIC IMPROVEMENT PERFORMANCE AND MAINTENANCE SECURITY AGREEMENT

## WATER AND/OR SANITARY SEWER

<u>S</u>	Security Agreement No.
· -	22-016 (W/s)
This Agreement made and concluded at Lebanon, Ohio, by and between	
Warren County Board of County Commissioners, (hereinafter the "County RUInsurance Company" (2) (hereinafter	y Commissioners"), and
WITNESSETH:	
WHEREAS, the Developer is required to install certain improvem  Subdivision, Section/Phase Elght B (3) (hereinafted Hamilton (4) Township, Warren County, Ohio, in accordance Subdivision regulations (hereinafter called the "Improvements"); and,  WHEREAS, it is estimated that the total cost of the Improvements	er the "Subdivision") situated in with the Warren County ts is \$ 83,390.70,
and that the Improvements that have yet to be completed and approved ma; and,	y be constructed in the sum of
WHEREAS, the County Commissioners have determined to requi in the sum of one hundred thirty percent (130%) of the estimated cost of u Improvements to secure the performance of the construction of uncomplet in accordance with Warren County subdivision regulations and to require the sum of ten percent (10%) of the estimated total cost of the Improvement Improvements and their tentative acceptance by the County Commissioner all maintenance upon the Improvements as may be required between the cacceptance of the Improvements and their final acceptance by the County	incompleted or unapproved ted or unapproved Improvements all Developers to post security in ints after the completion of the rs to secure the performance of completion and tentative
NOW, THEREFORE, be it agreed:	
1. The Developer will provide performance security to the C of to secure the performance of uncompleted or unapproved Improvements in accordance v regulations (hereinafter the Performance Obligation). If an inserted herein, the minimum performance security shall cost of the Improvements.	f the construction of the with Warren County subdivision by sum greater than zero (0) is

- 2. The County Commissioners will, upon approval of the County Sanitary Engineer of all Improvements in the Subdivision, tentatively accept all Improvements.
- 3. The Developer shall be in default of the Performance Obligation if the construction or installation of any Improvement by the Developer is not completed within 1 years from the date of the execution of this agreement, as determined by the County Sanitary Engineer. The same shall apply whenever construction of the Improvements is not performed in accordance with the Warren County subdivision regulations.
- 4. The condition of the Performance Obligation shall be that whenever the Developer shall be declared by the County Commissioners to be in default, the Surety and the Developer shall, upon written notification of default by the County Commissioners to the Surety promptly make sufficient funds available to the County Commissioners to pay the cost of the completion of the construction of the uncompleted or unapproved Improvements in accordance with Warren County subdivision regulations, including any costs incurred by the County Commissioners which are incidental to the completion of the construction of the uncompleted or unapproved Improvements, including, but not limited to costs associated with publication of legal notices, preparation of such additional plans, specifications and drawings as may, in the judgment of the County Commissioners, be necessary, preparation of bid documents, etc., but not exceeding the amount set forth in Item 1 hereof. The Developer shall have the opportunity to respond in writing within two (2) weeks of receipt of notice of intent to find the Developer in default. In the case that the performance security given is in the form of a cashier's check or certified check provided directly to the County Commissioners, the County Commissioners may apply such funds as set forth herein upon notification of default to the Surety. The determination of the amount of funds to be disbursed by Surety to the County Commissioners as set forth in the aforesaid notification is final and binding upon the parties hereto. However, the foregoing shall not release Developer from any liability for any deficiency between the amount of funds disbursed and the actual costs incurred by the County Commissioners in the completion of the construction or installation of the uncompleted or unapproved Improvements and Developer expressly agrees to be liable to the County Commissioners for any such deficiency.
- 5. The County Commissioners, the Developer and Surety mutually agree that the Performance Obligation created herein shall continue until the completion of the installation of the Improvements in accordance with Warren County subdivision regulations and that upon the Improvements having been inspected and approved for one year maintenance, the Performance Obligation shall become null and void.
- 6. The Developer will provide maintenance security to the County Commissioners in the sum of \$8,339.07 to secure the performance of all maintenance upon the Improvements as determined to be necessary by the County Sanitary Engineer (hereinafter the Maintenance Obligation). In no event shall the sum provided for herein be less than ten percent (10%) of the estimated total cost of the Improvements as set forth above.

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

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

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

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

B. To the County Sanitary Engineer:

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

C. To the Developer:

Grand	Comr	nuniies, LLC		
3940	Olymp	olc Blvd, Suit	e 400	
Erlan	ger, Ƙ	Y 41018		
Ph. (8	59	) 344	_ 3131	

	D.	To the Surety:
		RLI Insurance Company
		525 W. Buren Street, Suite 350
		Chicago, IL 60607
		Ph. ( 312 ) 445 _ 9742
	shall b	otices and requests for inspection, unless otherwise specifically provided herein, be by certified mail, return receipt requested and shall be complete upon mailing. All es are obligated to give notice of any change of address.
14.	The se	ecurity to be provided herein shall be by:
	<del></del>	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.	instite obliga and le	erm "Surety" as used herein includes a bank, savings and loan or other financial ution where the security provided is a letter of credit, escrow letter or surety ation of a national bank. The term "Surety" when referring to a bank, savings oan or other financial institution is not intended to create obligations beyond provided by Paragraphs 4 and/or 9 of this security agreement.
16.	Comi days	e event that Surety shall fail to make funds available to the County missioners in accordance with Paragraphs 4 or 9, as applicable, within thirty (30) after notification of default, then amounts due shall bear interest at eight per cent per annum.

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

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

DEVELOPER: Grand Communities, LLC

A Kentucky Limited Liability Company

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

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

PRINTED NAME: MICHOE

TITLE: President

DATE: 8 20 22

PRINTED NAME: Susan A. Yeazell

TITLE: Attorney-in-Fact

DATE: \_ August 20, 2022

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN EXECUTION WHEREOF, the Warren County Board of County Commissioners have caused this security agreement to be executed by the President of the Board, on the date stated below, pursuant to Board Resolution Number  $22 \cdot 1450$ , dated  $9 \cdot 27 \cdot 22$ .

WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS

SIGNATURE: X

PRINTED NAME: Ton OKOSSMAN

TITLE: President

DATE: 9.27.22

RECOMMENDED BY:

By: Chritany Engineer

APPROVED AS TO FORM:

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

# **POWER OF ATTORNEY**

### RLI Insurance Company Contractors Bonding and Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615 Phone: 800-645-2402

### Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That RLI Insurance Company and/or Contractors Bonding and Insurance Company, each an Illinois corporation, (separately and together, the "Company") do hereby make, constitute and appoint:			
Dan E. Ries, Susan A. Yeazell, Julie L. Cline, Brittany Seaborn, jointly or se	verally		
in the City of	and deliver for and on its behalf as Surety, in general, any and all		
The acknowledgment and execution of such bond by the said Attorney in Fa executed and acknowledged by the regularly elected officers of the Company			
RLI Insurance Company and/or Contractors Bonding and Insurance following is a true and exact copy of a Resolution adopted by the Board of I			
"All bonds, policies, undertakings, Powers of Attorney or other obligation the Company by the President, Secretary, any Assistant Secretary, Treasur of Directors may authorize. The President, any Vice President, Secretary, Attorneys in Fact or Agents who shall have authority to issue bonds, policies are is not necessary for the validity of any bonds, policies, undertakings, signature of any such officer and the corporate seal may be printed by faces	rer, or any Vice President, or by such other officers as the Board etary, any Assistant Secretary, or the Treasurer may appoint cies or undertakings in the name of the Company. The corporate Powers of Attorney or other obligations of the corporation. The		
IN WITNESS WHEREOF, the RLI Insurance Company and/or Contractions to be executed by its respective			
State of Illinois	By: Barton W. Davis  Contractors Bonding and Insurance Company  Vice President		
State of Illinois  SS  SS  County of Peoria	CERTIFICATE		
On this 27th day of January, 2022, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the RLI Insurance Company and/or Contractors Bonding and Insurance Company and acknowledged said instrument to be the voluntary act and deed of said corporation.  By:  Catherine D. Glover  Notary Public	I, the undersigned officer of RLI Insurance Company and/or Contractors Bonding and Insurance Company, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the RLI Insurance Company and/or Contractors Bonding and Insurance Company this 20th day of August , 2022.  RLI Insurance Company Contractors Bonding and Insurance Company Bonding and Insurance Company		
CATHERINE D. GLOVER . OFFICIAL SEAL POLICE OF Notary Public - State of lilinote Figure OF My Commission Expires My Commission Expires March 24, 2024	By: Jeffrey XFick D Jick Corporate Secretary		

# Resolution Number 22-1457

Adopted Date September 27, 2022

ENTER INTO STREET AND APPURTENANCES (INCLUDING SIDEWALKS) SECURITY AGREEMENT WITH GRAND COMMUNITIES, LLC FOR INSTALLATION OF CERTAIN IMPROVEMENTS IN SHAKER RUN, SECTION ELEVEN SITUATED IN TURTLECREEK **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

22-015 (P/S)

Development Developer

Shaker Run, Section Eleven Grand Communities, LLC

Township

Turtlecreek

Amount

\$148,466.35

Surety Company

RLI Insurance Company (CMS0350264)

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

Mr. Grossmann – yea

Mr. Young - yea

Mrs. Jones – yea

Resolution adopted this 27th day of September 2022.

BOARD OF COUNTY COMMISSIONERS

Tina Osborne, Clerk

cc:

Developer

Surety Company

Engineer (file)

Bond Agreement file

### SUBDIVISION PUBLIC IMPROVEMENT PERFORMANCE AND MAINTENANCE SECURITY AGREEMENT

# STREETS AND APPURTENANCES (including Sidewalks)

	(including Sidewalks)	
	<u> </u>	ecurity Agreement No.
		22-015(P/s)
	_	44 0/3(1/3)
This A area	ement made and concluded at Lebanon, Ohio, by and bet	Tueon
Grand Communitie		er the "Developer") and the
	pard of County Commissioners, (hereinafter the "County	
RLi Insurance Cor	· · · · · · · · · · · · · · · · · · ·	
	AX IX COLD TO COLD COLD COLD COLD COLD COLD COLD COL	
	WITNESSETH:	
WHEREA	AS, the Developer is required to install certain improvem	ente in
	Subdivision, Section/Phase Eleven (3) (hereinafte	
Turtlecreek	(4) Township, Warren County, Ohio, in accordance	
	ations (hereinafter called the "Improvements"); and,	·
	AS, it is estimated that the total cost of the Improvements	
-	evements that have yet to be completed and approved ma	y be constructed in the sum of
\$93,590,00	; and,	
hundred thirty percent the performance of Warren County subpercent (20%) of the and their tentative upon the Improven	AS, the County Commissioners require all developers to cent (130%) of the estimated cost of uncompleted or unafthe construction of uncompleted or unapproved Improvibility of the construction and to require all Developers to possible estimated total cost of the Improvements after the confuce acceptance by the County Commissioners to secure the ments as may be required between the completion and tell their final acceptance by the County Commissioners.	approved Improvements to secure vements in accordance with ost security in the sum of twenty mpletion of the Improvements performance of all maintenance
NOW, TH	EREFORE, be it agreed:	
of _ unc regu inse	to secure the performance of to secure the performance of to secure the performance of the completed or unapproved Improvements in accordance valiations (hereinafter the Performance Obligation). If an erted herein, the minimum performance security shall all cost of the Improvements.	the construction of the vith Warren County subdivision y sum greater than zero (0) is

- 2. The County Commissioners will, upon approval of the County Engineer of all Improvements in the Subdivision, tentatively accept all Improvements.
- 3. The Developer shall be in default of the Performance Obligation if the construction or installation of any Improvement by the Developer is not completed within 2 years from the date of the execution of this agreement, as determined by the County Engineer. The same shall apply whenever construction of the Improvements is not performed in accordance with the Warren County subdivision regulations.
- 4. The condition of the Performance Obligation shall be that whenever the Developer shall be declared by the County Commissioners to be in default, the Surety and the Developer shall, upon written notification of default by the County Commissioners to the Surety promptly make sufficient funds available to the County Commissioners to pay the cost of the completion of the construction of the uncompleted or unapproved Improvements in accordance with Warren County subdivision regulations, including any costs incurred by the County Commissioners which are incidental to the completion of the construction of the uncompleted or unapproved Improvements, including, but not limited to costs associated with publication of legal notices, preparation of such additional plans, specifications and drawings as may, in the judgment of the County Commissioners, be necessary, preparation of bid documents, etc., but not exceeding the amount set forth in Item 1 hereof. The Developer shall have the opportunity to respond in writing within two (2) weeks of receipt of notice of intent to find the Developer in default. In the case that the performance security given is in the form of a cashier's check or certified check provided directly to the County Commissioners, the County Commissioners may apply such funds as set forth herein upon notification of default to the Surety. The determination of the amount of funds to be disbursed by Surety to the County Commissioners as set forth in the aforesaid notification is final and binding upon the parties hereto. However, the foregoing shall not release Developer from any liability for any deficiency between the amount of funds disbursed and the actual costs incurred by the County Commissioners in the completion of the construction or installation of the uncompleted or unapproved Improvements and Developer expressly agrees to be liable to the County Commissioners for any such deficiency.
- 5. The County Commissioners, the Developer and Surety mutually agree that the Performance Obligation created herein shall continue until the completion of the installation of the Improvements in accordance with Warren County subdivision regulations and that upon the Improvements having been inspected and approved for two years maintenance, the Performance Obligation shall become null and void after the Developer posts the maintenance security provided for herein.
- 6. The Developer will provide maintenance security to the County Commissioners in the sum of \$148,466.35 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.

- 2. The County Commissioners will, upon approval of the County Engineer of all Improvements in the Subdivision, tentatively accept all Improvements.
- 3. The Developer shall be in default of the Performance Obligation if the construction or installation of any Improvement by the Developer is not completed within 2 years from the date of the execution of this agreement, as determined by the County Engineer. The same shall apply whenever construction of the Improvements is not performed in accordance with the Warren County subdivision regulations.
- 4. The condition of the Performance Obligation shall be that whenever the Developer shall be declared by the County Commissioners to be in default, the Surety and the Developer shall, upon written notification of default by the County Commissioners to the Surety promptly make sufficient funds available to the County Commissioners to pay the cost of the completion of the construction of the uncompleted or unapproved Improvements in accordance with Warren County subdivision regulations, including any costs incurred by the County Commissioners which are incidental to the completion of the construction of the uncompleted or unapproved Improvements, including, but not limited to costs associated with publication of legal notices, preparation of such additional plans, specifications and drawings as may, in the judgment of the County Commissioners, be necessary, preparation of bid documents, etc., but not exceeding the amount set forth in Item 1 hereof. The Developer shall have the opportunity to respond in writing within two (2) weeks of receipt of notice of intent to find the Developer in default. In the case that the performance security given is in the form of a cashier's check or certified check provided directly to the County Commissioners, the County Commissioners may apply such funds as set forth herein upon notification of default to the Surety. The determination of the amount of funds to be disbursed by Surety to the County Commissioners as set forth in the aforesaid notification is final and binding upon the parties hereto. However, the foregoing shall not release Developer from any liability for any deficiency between the amount of funds disbursed and the actual costs incurred by the County Commissioners in the completion of the construction or installation of the uncompleted or unapproved Improvements and Developer expressly agrees to be liable to the County Commissioners for any such deficiency.
- 5. The County Commissioners, the Developer and Surety mutually agree that the Performance Obligation created herein shall continue until the completion of the installation of the Improvements in accordance with Warren County subdivision regulations and that upon the Improvements having been inspected and approved for two years maintenance, the Performance Obligation shall become null and void after the Developer posts the maintenance security provided for herein.
- 6. The Developer will provide maintenance security to the County Commissioners in the sum of \$148,466.35 to secure the performance of all maintenance upon the Improvements as determined to be necessary by the County Engineer (hereinafter the Maintenance Obligation). In no event shall the sum provided for herein be less than twenty percent (20%) of the estimated total cost of the Improvements as set forth above.

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

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

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

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

B. To the County Engineer:

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

C. To the Developer:

Grand Communities, LLC

3940 Olympic Blvd, Suite 400

Erlanger, KY 41018

Ph. (859 ) 344 - 3131

	D. To	the Surety:
		RLI Insurance Company
		525 W. Van Buren Street, Suite 350
		Chicago, IL 60607
		Ph. ( <u>312</u> ) <u>833</u> - <u>1413</u>
	shall be by	and requests for inspection, unless otherwise specifically provided herein, certified mail, return receipt requested, and shall be complete upon mailing. All obligated to give notice of any change of address.
14.	The securit	y to be provided herein shall be by:
	Cer	rtified check or cashier's check (attached) (CHECK #)
	Ori	ginal Letter of Credit (attached) (LETTER OF CREDIT #)
	Ori	ginal Escrow Letter (attached)
	autl Sta	rety Bond (this security agreement shall serve as the bond when signed by an norized representative of a surety company authorized to do business within the te of Ohio with a power of attorney attached evidencing such authorized nature).
	auti doe	rety obligation of national bank (by signing this security agreement the horized representative of the national bank undertaking this surety obligation is certify, for and on behalf of the undersigned national bank, that the bank has a regated deposit sufficient in amount to the bank's total potential liability).
15.	institution obligation and loan o	"Surety" as used herein includes a bank, savings and loan or other financial where the security provided is a letter of credit, escrow letter or surety of a national bank. The term "Surety" when referring to a bank, savings or other financial institution is not intended to create obligations beyond rided by Paragraphs 4 and/or 9 of this security agreement.
16.		nt that Surety shall fail to make funds available to the County oners in accordance with Paragraphs 4 or 9, as applicable, within thirty (30)

(8%) per annum.

days after notification of default, then amounts due shall bear interest at eight per cent

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

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

**DEVELOPER:** Grand Communities, LLC
A Kentucky Limited Liability Company

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

undersigned to execute this agreement.

SIGNATURE!

PRINTED NAME: Dave Stroup

TITLE: UP of Land Development

DATE: 9/7/202 2

PRINTED NAME: Susan A. Yeazell

SURETY: RLI Insurance Company

Pursuant to an instrument authorizing the

TITLE: Attorney-in-Fact

DATE: September 7, 2022

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN EXECUTION WHEREOF, the Warren County Board of County Commissioners have caused this security agreement to be executed by the President of the Board, on the date stated below, pursuant to Board Resolution Number  $22 \cdot 1487$ , dated  $9 \cdot 27 \cdot 22$ .

WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS

SIGNATURE:

PRINTED NAME: Ton Crossman

TITLE: President

DATE: <u>9-27-22</u>

RECOMMENDED BY:

COUNTY ENGINEER

APPROVED AS TO FORM:

COUNTY PROSECUTOR

### Key:

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

#### PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS that, Grand Communities, LLC, 3940 Olympic Blvd., Suite 400, Erlanger, KY 41018, as Principal, and RLI Insurance Company, 525 W. Van Buren Street, Suite 350, Chicago, IL 60607, as Surety, are held and firmly bound unto Warren County Commissioners, 406 Justice Drive, Lebanon, OH 45036, as Obligee, in the sum of One Hundred Forty-Eight Thousand Four Hundred Sixty-Six and 35/100 Dollars (\$148,466,35) lawful money of the United States for the payment of which, well and truly be made, we bind ourselves, our heirs, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has agreed to construct and dedicate for public purpose and maintenance Streets and Appurtenances (included Sidewalks) in Shaker Run, Section 11 Subdivision in Turtlecreek Township, Warren County, OH.

NOW THEREFORE, if the said Principal hereinbefore set forth, shall fully and faithfully perform all the work specified to be done in accordance with plans for Streets and Appurtenances (included Sidewalks) in Shaker Run, Section 11 Subdivision in Turtlecreek Township, Warren County, OH, on record at Warren County Commissioners, then this obligation shall be void and of no further legal effect; otherwise, this bond shall remain in full force and effect in law; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder, shall in no event exceed the penal amount of this obligation, as herein stated to be the sum of One Hundred Forty-Eight Thousand Four Hundred Sixty-Six and 35/100 Dollars (\$148,466.35) and no more.

SIGNED AND DATED THIS 7th day of

September,

2022.

Principal: Grand Communities, LLC

Kentucky Limited Liability Company

Surety:

RLI Insurance Company

Susan A. Yeazell, Attorney-in-Fact

# **POWER OF ATTORNEY**

### RLI Insurance Company Contractors Bonding and Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615 Phone: 800-645-2402

### Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That RLI Insurance Company and/or Contractors Bonding and Instogether, the "Company") do hereby make, constitute and appoint:	
Dan E. Ries, Susan A. Yeazell, Julie L. Cline, Brittany Scaborn, jointly or se	everally
in the City of Cincinnati, State of Ohio full power and authority hereby conferred, to sign, execute, acknowledge bonds and undertakings in an amount not to exceed (_\$25,000,000.00) for any single obligation.	and deliver for and on its behalf as Surety, in general, any and all
The acknowledgment and execution of such bond by the said Attorney in F executed and acknowledged by the regularly elected officers of the Compar	
RLI Insurance Company and/or Contractors Bonding and Insurance following is a true and exact copy of a Resolution adopted by the Board of	
"All bonds, policies, undertakings, Powers of Attorney or other obligation the Company by the President, Secretary, any Assistant Secretary, Treasure of Directors may authorize. The President, any Vice President, Secretary, Attorneys in Fact or Agents who shall have authority to issue bonds, policies are is not necessary for the validity of any bonds, policies, undertakings, signature of any such officer and the corporate seal may be printed by factorized.	etary, any Vice President, or by such other officers as the Board retary, any Assistant Secretary, or the Treasurer may appoint cies or undertakings in the name of the Company. The corporate Powers of Attorney or other obligations of the corporation. The
IN WITNESS WHEREOF, the RLI Insurance Company and/or Cont caused these presents to be executed by its respective Vice President January, 2022.	
SEAL SEAL	By: Barton W. Davis  Vice President
State of Illinois  County of Peoria  State of Illinois  SS	CERTIFICATE
On this 27th day of January, 2022, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the RLI Insurance Company and/or Contractors Bonding and Insurance Company and acknowledged said instrument to be the voluntary act and deed of said corporation.	I, the undersigned officer of RLI Insurance Company and/or Contractors Bonding and Insurance Company, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the RLI Insurance Company and/or Contractors Bonding and Insurance Company this _7th _ day of _September, 2022
By: Catherine D. Glover Notary Public	RLI Insurance Company Contractors Bonding and Insurance Company
CATHERINE D. GLOVER . OFFICIAL SEAL WAND F Notary Public - State of Illinois FATE OF MY Commission Expres March 24, 2024	By: Jeffrey IX Fick   Corporate Secretary

# Resolution

Number 22-1458

Adopted Date September 27, 2022

ENTER INTO A SUBDIVISION PUBLIC IMPROVEMENT PERFORMANCE AND MAINTENANCE SECURITY AGREEMENT WITH GRAND COMMUNITIES, LLC. FOR INSTALLATION OF CERTAIN IMPROVEMENTS IN SHAKER RUN SUBDIVISION, SECTION ELEVEN, SITUATED IN TURTLECREEK TOWNSHIP

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

### SECURITY AGREEMENT

Bond Number

22-017 (W/S)

Development

Shaker Run Subdivision, Section Eleven

Developer

Grand Communities, LLC.

Township : Amount :

Turtlecreek \$25,819.02

Surety Company

Argonaut Insurance Company (SUR0027440)

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

Mr. Grossmann – yea

Mr. Young - yea

Mrs. Jones – yea

Resolution adopted this 27th day of September 2022.

BOARD OF COUNTY COMMISSIONERS

Tina Osborne, Clerk

cgb

cc:

Grand Communities, Ltd., R. Acklin, 3940 Olympic Blvd, Ste 100, Erlanger KY 41018 Argonaut Insurance Company, 225 W. Washington Street, 24<sup>th</sup> Floor, Chicago, IL 60606 Water/Sewer (file)

Bond Agreement file

# SUBDIVISION PUBLIC IMPROVEMENT PERFORMANCE AND MAINTENANCE SECURITY AGREEMENT

## WATER AND/OR SANITARY SEWER

Security Agreement No.  22-017 (W/s)
This Agreement made and concluded at Lebanon, Ohio, by and between  Grand Communities, LLC (1) (hereinafter the "Developer") and the  Warren County Board of County Commissioners, (hereinafter the "County Commissioners"), and  Argonaut Insurance Company (2) (hereinafter the "Surety").
WITNESSETH:
WHEREAS, the Developer is required to install certain improvements in Shaker Run Subdivision, Section/Phase Section Eleven (3)here in after the "Subdivision") situated in Turtlecreek (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
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 <b>performance security</b> to the County Commissioners in the sum of \$0.00 to secure the performance of the construction of the uncompleted or unapproved Improvements in accordance with Warren County subdivision regulations (hereinafter the Performance Obligation). If any sum greater than zero (0) is inserted herein, the <b>minimum performance security</b> 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 <u>one</u> 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 \$25,819.02 to secure the performance of all maintenance upon the Improvements as determined to be necessary by the County Sanitary Engineer (hereinafter the Maintenance Obligation). In no event shall the sum provided for herein be less than ten percent (10%) of the estimated total cost of the Improvements as set forth above.

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

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

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

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

B. To the County Sanitary Engineer:

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

C. To the Developer:

Grand Communities, LLC		
Attn: Randy Acklin		
3940 Olympic BLVD		
Erlanger, KY 41018		
Ph. ( <u>859</u> ) <u>344</u>	_ 5956	

	D.	To the Surety:
		Argonaut Insurance Company
		225 W. Washington Street, 24th Floor
		Chicago, IL 60606
		Ph. ( <u>312</u> ) <u>849</u> - <u>6945</u>
	shall l	otices and requests for inspection, unless otherwise specifically provided herein, be by certified mail, return receipt requested and shall be complete upon mailing. All es are obligated to give notice of any change of address.
14.	The se	ecurity 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.	instit obliga and l	erm "Surety" as used herein includes a bank, savings and loan or other financial ution where the security provided is a letter of credit, escrow letter or surety ation of a national bank. The term "Surety" when referring to a bank, savings oan or other financial institution is not intended to create obligations beyond provided by Paragraphs 4 and/or 9 of this security agreement.
16.	Comi days	e event that Surety shall fail to make funds available to the County missioners in accordance with Paragraphs 4 or 9, as applicable, within thirty (30) after notification of default, then amounts due shall bear interest at eight per cent per annum.

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

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

**DEVELOPER:** Grand Communities, LLC SURETY: Argonaut Insurance Company

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

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

SIGNATURE: / / / /

PRINTED NAME: Jodd E. Huss

THE P. DIRECTOR

DATE: 6 22/22

SIGNATURE:

PRINTED NAME: Susan A. Yeazell

TITLE: Attorney-in-Fact

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

IN EXECUTION WHEREOF, the Warren County Board of County Commissioners have caused this security agreement to be executed by the President of the Board, on the date stated below, pursuant to Board Resolution Number  $22 \cdot 1468$ , dated  $9 \cdot 27 \cdot 22$ .

WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS
SIGNATURE: \*\*

PRINTED NAME: \*\*

TITLE: President

DATE: \*\*

D

#### 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

### MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS, Grand Communities, LLC, 3940 Olympic Blvd., Suite 400, Erlanger, KY 41018 as Principal, and Argonaut Insurance Company, a corporation organized under the laws of the Illinois with principal place at 225 W. Washington Street,24<sup>th</sup> Floor, Chicago, IL 60606, as Surety, are held and firmly bound unto Warren County Commissioners, 406 Justice Drive, Lebanon, OH 45036 (hereinafter called Obligee) in the penal sum of Twenty-Five Thousand Eight Hundred Nineteen and 02/100 Dollars, (\$ 25,819.02), for payment of which, well and truly to be made, we do hereby bind ourselves, our heirs, executors, administers, successors and assigns, jointly and severally, firmly by these presents.

DATED this 15th day of June, 2022.

WHEREAS, the said Principal has heretofore entered into a Subdividers Contract with the Obligee above named for certain physical improvements for

Water Main in Shaker Run, Section 11. Subdivision

located in Turtlecreek Township, Warren County, Ohio

and

WHEREAS, the Principal submits that all work called for under the said Subdividers Contract has now been completed according to the approved plans and as a condition of acceptance of the physical improvements offers this bond to said Obligee;

NOW THERFORE, THE CONDITION OF THE OBLIGATION IS SUCH, That is said Principal shall, for a period of One (1) year(s) from and after the 15th day of June, 2022, indemnify the Obligee against any loss or damage directly arising by reason of any defect in the material or workmanship which may be discovered within the period aforesaid, then this obligation shall be void; otherwise to be and remain in full force and virtue in law.

PROVIDED, HOWEVER, that in the event of any default on the part of said Principal, written statement of the particular facts showing such default and the date hereof shall be delivered facts showing such default and the date thereof shall be delivered to the Surety by certified mail, at its Home Office in 225 W. Washington Street,24<sup>th</sup> Floor, Chicago, IL 60606 promptly an in any event within thirty (30) days after the Obligee or his representative shall learn of such default; and that no claim suit, or action by reason of any default of the Principal shall be brought hereunder after the expiration of thirty (30) days from the end of the maintenance period as herein set forth.

Grand Communities, LLC A Kentucky Limited Liability Company

By:
Its: President
Argonaut Insurance Company
Surety
By: Susan a Jeorell
Susan A.Yeazell
Its:
Attorney-in-Fact

# **Argonaut Insurance Company** Deliveries Only: 225 W. Washington, 24th Floor

Chicago, IL 60606

## United States Postal Service: P.O. Box 469011, San Antonio, TX 78246 POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the Argonaut Insurance Company, a Corporation duly organized and existing under the laws of the State of Illinois and having its principal office in the County of Cook, Illinois does hereby nominate, constitute and appoint:

Dan E. Ries, Susan A. Yeazell, Julie L. Cline, Brittany Seaborn

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above to make, execute, seal and deliver for and on its behalf as surety, and as its act and deed any and all bonds, contracts, agreements of indemnity and other undertakings in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of

This Power of Attorney is granted and is signed and sealed under and by the authority of the following resolution adopted by the Board of Directors of Argonaut Insurance Company:

"RESOLVED, That the President, Senior Vice President, Vice President, Assistant Vice President, Secretary, Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the Company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the Argonaut Insurance Company, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, Argonaut Insurance Company has caused its official seal to be hereunto affixed and these presents to be signed by its duly authorized officer on the 19th day of November, 2021. Argonaut Insurance Company

STATE OF TEXAS COUNTY OF HARRIS SS:

Gary E. Grose President

before me, a Notary Public of the State of Texas, in and for the County of Harris, duly commissioned and On this 19th day of November, 2021 qualified, came THE ABOVE OF THE COMPANY, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of same, and being by me duly sworn, deposed and said that he is the officer of the said Company aforesaid, and that the seaf affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said corporation, and that Resolution adopted by the Company, referred to in the preceding instrument is now in force.

WHEFREOF, I have hereunto set my hand, and affixed my Official Seal at the County of Harris, the day and year first above written.



-Kathun M. Music

I, the undersigned Officer of the Argonaut Insurance Company, Illinois Corporation, do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand, and affixed the Seal of said Company, on the 15th day of



Austin W. King Secretary

Number 22-1459

Adopted Date September 27, 2022

#### APPROVE VARIOUS RECORD PLATS

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

- Shaker Run Section 11 Turtlecreek Township
- Corwin Avenue Right-of-Way Dedication Plat Wayne Township
- Providence Subdivision Section 8, Block B Hamilton Township

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

Mr. Grossmann – yea

Mr. Young - yea

Mrs. Jones – yea

Resolution adopted this 27<sup>th</sup> day of September 2022.

BOARD OF COUNTY COMMISSIONERS

Tina Osborne, Clerk

cc;

Plat File RPC

### Resolution

Number <u>22-1460</u>

Adopted Date September 27, 2022

ACCEPT AMENDED CERTIFICATE AND SUPPLEMENTAL APPROPRIATION INTO THE BOARD OF ELECTIONS SECURITY GRANT FUND 2209

WHEREAS, the Board of Elections has received federal dollars from the Help America Vote Act; and

WHEREAS, in order to appropriate said funds an amended certificate and a supplemental appropriation are necessary; and

NOW THEREFORE BE IT RESOLVED, to accept the amended certificate from the Warren County Budget Commission in the amount of \$10,000.00 and approve a supplemental appropriation for the Board of Elections Security Grants Fund 2209:

#### Supplemental Appropriation

10,000.00

into

22091300-5318

(Data Bd Approv Non Cap)

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

Mr. Grossmann – yea

Mr. Young - yea

Mrs. Jones - yea

Resolution adopted this 27th day of September 2022.

**BOARD OF COUNTY COMMISSIONERS** 

Tina Osborne, Clerk

cc:

Auditor 🗸

Amended Certificate file

Supplemental Appropriation file

Board of Elections (file)

**OMB** 

#### AMENDED OFFICIAL CERTIFICATE OF ESTIMATED RESOURCES

Rev. Code , Sec 5705.36

Office of Budget Commission, County of Warren, Lebanon, Ohio, September 20, 2022

To the TAXING AUTHORITY of Warren County Commissioners

The following is the amended certificate of estimated resources for the fiscal year beginning January 1st, 2022, as revised by the Budget Commission of said county, which shall govern the total of appropriations made at any time during such fiscal year.

FUND TYPE -Special Revenue	Jan. 1st, 2022	Taxes	Other Sources	Total
Elections Security Grants	\$0.00		\$10,000.00	\$10,000.00
Fund 2209				
		···		
TOTAL	\$0.00	\$0.00	\$10,000.00	\$10,000.00

Matt Wolanger,	)	
<i>y</i> . 0	)	
)		Budget
	)	Commission
<u> </u>		

AMEND 2215 Fund 2209 +10,000.00 2209 42900

Number 22-1461

Adopted Date September 27, 2022

APPROVE OPERATING TRANSFERS FROM WATER 5510 (SURPLUS) INTO 5583 WATER REVENUE PROJECTS FUND

WHEREAS, it has previously been determined that all projects in Fund 5583 are going to be financed fully or partially through Water Revenue Funds (surplus); and

WHEREAS, a portion of those funds are necessary to pay current and anticipated obligations within Fund 5583; and

NOW THEREFORE BE IT RESOLVED, to approve the following Operating Transfers:

\$1,046,437.82	from	#E-55103219-AAEXPENSE-55103219-5997	(Operational Transfers)
	into	#F-55833208-AAREVENUE-5583-49000	(Water Softening Project)
\$590,461.34	from	#E-55103219-AAEXPENSE-55103219-5997	(Operational Transfers)
	into	#F-55833214-AAREVENUE-5583-49000	(Kings Mills Infrastructure Project)
\$134,725.03	from	#E-55103219-AAEXPENSE-55103219-5997	(Operational Transfers)
	into	#F-55833216-AAREVENUE-5583-49000	(South Union Rd Improvements Proj)
\$703,632.40	from	#E-55103219-AAEXPENSE-55103219-5997	(Operational Transfers)
	into	#F-55833218-AAREVENUE-5583-49000	(Socialville Main Transmission Project)
\$1,128,874.03	from	#E-55103219-AAEXPENSE-55103219-5997	(Operational Transfers)
	into	#F-55833225-AAREVENUE-5583-49000	(Kings Ave Bridge Water Main Project)
\$14,778.00	from	#E-55103219-AAEXPENSE-55103219-5997	(Operational Transfers)
	into	#F-55833226-AAREVENUE-5583-49000	(Columbia Rd Turn Lane Project)
\$745,045.00	from	#E-55103219-AAEXPENSE-55103219-5997	(Operational Transfers)
	into	#F-55833227-AAREVENUE-5583-49000	(Columbia Road Improv Proj Phase II)
\$444,580.00	from	#E-55103219-AAEXPENSE-55103219-5997	(Operational Transfers)
	into	#F-55833229-AAREVENUE-5583-49000	(Kings Ave. Roundabout Project-TID)
\$278,692.00	from	#E-55103219-AAEXPENSE-55103219-5997	(Operational Transfers)
	into	#F-55833230-AAREVENUE-5583-49000	(2022 Well Redevelopment Project)

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

Mr. Grossmann – yea Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 27th day of September 2022.

Operational Transfer file

BOARD OF COUNTY COMMISSIONERS

Tina Osborne, Clerk

mbz

cc: Auditor

W

Water/Sewer (File)

Number\_22-1462\_

Adopted Date September 27, 2022

APPROVE OPERATING TRANSFERS FROM SEWER 5580 (SURPLUS) INTO 5575 SEWER REVENUE PROJECTS

WHEREAS, it has previously been determined that the projects in Fund 5575 are going to be financed fully or partially through sewer revenue funds (surplus); and

WHEREAS, a portion of those funds are necessary to pay current and anticipated obligations within Fund 5575; and

NOW THEREFORE BE IT RESOLVED, to approve the following Operating Transfers:

\$1,000,000.00	from into	#E-55803319-AAEXPENSE-55803319-5997 #F-55753386 -AAREVENUE-5575-49000 (Sy	(Operational Transfers) camore Trails WWTP Upgrades)
\$778,121.00	from	#E-55803319-AAEXPENSE-55803319-5997	(Operational Transfers)
	into	#F-55753390-AAREVENUE-5575-49000 (Fos	sters Lift Station Improvements)
\$444.08	from	#E-55803319-AAEXPENSE-55803319-5997	(Operational Transfers)
	into	#F-55753395-AAREVENUE-5575-49000	(Hazen Ave. Project)
\$539,133.97	from	#E-55803319-AAEXPENSE-55803319-5997	(Operational Transfers)
	into	#F-55753396-AAREVENUE-5575-49000 (Kir	ngs Ave. Bridge Sewer Lateral Proj)
\$138,990.00	from into	#E-55803319-AAEXPENSE-55803319-5997 #F-55753397-AAREVENUE-5575-49000 (Kir	(Operational Transfers) ngs Mills Relief Sewer Project)

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

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

Resolution adopted this 27th day of September 2022.

BOARD OF COUNTY COMMISSIONERS

Tina Osborne, Clerk

mbz

cc:

Auditor 🗸

Operational Transfer file

Water/Sewer (File)

Number <u>22-1463</u>

Adopted Date September 27, 2022

APPROVE SUPPLEMENTAL APPROPRIATIONS INTO BOARD OF ELECTIONS FUND #11011300

WHEREAS, it is necessary to have appropriations in place to make purchases related to SB 9 funding and

NOW THEREFORE BE IT RESOLVED, to approve the following supplemental appropriations:

\$35,199.51	into	11011300-5111	(Part Time Employees)
	шю		• • • • • • • • • • • • • • • • • • • •
\$ 5,097.06	into	11011300-5114	(Overtime Pay)
\$ 5,037.23	into	11011300-5811	(PERS)
\$ 530.27	into	11011300-5871	(Medicare)
\$67,274.35	into	11011300-5151	(Election Poll Worker)
\$16,505.95	into	11011300-5210	(Materials & Supplies)
\$ 270.00	into	11011300-5370	(Software)
\$17,917.08	into	11011300-5400	(Purchase Services)
\$ 7,776.71	into	11011300-5421	(Rent/Lease)
\$ 4,270.00	into	11011300-5850	(Training/Education)

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

Mr. Grossmann – yea

Mr. Young - yea

Mrs. Jones - yea

Resolution adopted this 27th day of September 2022.

**BOARD OF COUNTY COMMISSIONERS** 

Tina Osborne, Clerk

/bs

cc:

Supplemental App. file Board of Elections (file)

### Resolution

Number 22-1464

Adopted Date September 27, 2022

APPROVE SUPPLEMENTAL APPROPRIATION INTO THE AUDITOR'S OFFICE FUND 11014100

WHEREAS, a supplemental appropriation is necessary to cover amounts owed for the 2021 annual filing fee certification for the Ohio Department of Health, Bureau of Vital Statistics for Birth and Death Certificates; and

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

\$5.20

into

# 11014100-5910

(Other Expense)

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

Mr. Grossmann – yea

Mr. Young - yea

Mrs. Jones – yea

Resolution adopted this 27th day of September 2022.

**BOARD OF COUNTY COMMISSIONERS** 

Tina Osborne, Clerk

cc:

Auditor (file)

Supplemental App. file

# Resolution Number 22-1465

Adopted Date September 27, 2022

APPROVE APPROPRIATION ADJUSTMENTS AND AN OPERATIONAL TRANSFER FOR JAIL CONSTRUCTION SALES TAX FUND #4495

WHEREAS, appropriation adjustments and an operational transfer are necessary in order to process payment for interest and principal for the Jail Bond debt; and

NOW THEREFORE BE IT RESOLVED, to approve the following appropriation adjustments and operational transfer to process payment for interest and principal for the Jail Bond debt:

#### **Appropriation Adjustments**

\$ 220,950.00		#44953712-5511 #44953712-5997	(Jail Sales Tax - Interest) (Jail Sales Tax - Operational Transfer)
\$4,829,520.91	from	#44953712-5512	(Jail Sales Tax – Principal)
	into	#44953712-5997	(Jail Sales Tax – Operational Transfer)

#### Operational Transfer

\$5,050,470.91 from	#44953712-5997	(Jail Sales Tax - Operational Transfer)
into	#3395-49000	(Jail Bonds - Distributions/Transfers)

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

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

Resolution adopted this 27th day of September 2022.

BOARD OF COUNTY COMMISSIONERS

Auditor ' cc: Appropriation Adj. file Operational Trans. File

OMB (file)

## Resolution Number 22-1466

Adopted Date September 27, 2022

#### APPROVE SUPPLEMENTAL APPROPRIATIONS INTO SHERIFF'S OFFICE FUND #6630

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

\$50,000.00	into	66302262-5102	(Regular Salaries)
\$10,000.00	into	66302262-5811	(PERS)
\$ 5,000.00	into	66302262-5820	(Health & Life Insurance)
\$ 2,000.00	into	66302262-5871	(Medicare)

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

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

Resolution adopted this 27<sup>th</sup> day of September 2022.

**BOARD OF COUNTY COMMISSIONERS** 

Tina Osborne, Clerk

cc:

Auditor 💆 Supplemental App. file

Sheriff (file)

Number <u>22-1467</u>

Adopted Date September 27, 2022

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

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

\$349.00

from #11011110-5882

(Commissioners - Vacation Leave Payout)

into #11012210-5882

(WCSO - Vacation Leave Payout)

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

Mr. Grossmann - yea

Mr. Young - yea

Mrs. Jones - yea

Resolution adopted this 27th day of September 2022.

BOARD OF COUNTY COMMISSIONERS

Tina Osborne, Clerk

cc:

Auditor

Appropriation Adjustment file

Sheriff (file)

**OMB** 

## Resolution

Number <u>22-1468</u>

Adopted Date September 27, 2022

APPROVE APPROPRIATION ADJUSTMENT WITHIN DOMESTIC RELATIONS COURT FUND #10111230

BE IT RESOLVED, to approve the following appropriation adjustment:

\$2000.00

from 11011230-5910

(Other Expenses)

into

11011230-5370

(Software)

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

Mr. Grossmann – yea

Mr. Young - yea

Mrs. Jones – yea

Resolution adopted this 27<sup>th</sup> day of September 2022.

BOARD OF COUNTY COMMISSIONERS

Tina Osborne, Clerk

cc:

Auditor /

Appropriation Adj. file

Domestic Relations (file)

Number <u>22-1469</u>

Adopted Date September 27, 2022

APPROVE APPROPRIATION ADJUSTMENT WITHIN PROBATE COURT FUND #10111250

BE IT RESOLVED, to approve the following appropriation adjustment within Probate Court fund #11011250:

\$10,000.00

from 11011250-5415

(Attorneys - Indigent)

into

11011250-5400

(Probate Purchased Services)

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

Mr. Grossmann – yea

Mr. Young - yea

Mrs. Jones - yea

Resolution adopted this 27th day of September 2022.

**BOARD OF COUNTY COMMISSIONERS** 

Tina Osborne, Clerk

cc:

Auditor •

Appropriation Adj. file Probate/Juvenile (file)

# Resolution Number 22-1470

Adopted Date September 27, 2022

APPROVE APPROPRIATION ADJUSTMENT FROM COMMON PLEAS COURT GENERAL FUND #11011223 INTO 11011220

BE IT RESOLVED, to approve the following appropriation adjustments:

\$ 10,000.00

from 11011223-5102

(Regular Salaries)

into

11011220-5371

(Software w/DA)

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

Mr. Grossmann - yea

Mr. Young - yea

Mrs. Jones - yea

Resolution adopted this 27<sup>th</sup> day of September 2022.

**BOARD OF COUNTY COMMISSIONERS** 

Tina Osborne, Clerk

cc:

Auditor ✓

Appropriation Adjustment file Common Pleas Court (file)

# Resolution Number 22-1471

Adopted Date September 27, 2022

APPROVE APPROPRIATION ADJUSTMENT WITHIN ENGINEER'S OFFICE FUND 11011750

BE IT RESOLVED, to approve the following appropriation adjustment for Dianne Berryman vacation and sick payout:

\$ 9000.00	from	11011750-5321	(Dt Bd Apr Cap BOCC)
\$ 1000.00	into	11011750-5881	(Sick Leave Payout)
\$ 8000.00	into	11011750-5882	(Vacation Leave Payout)

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

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

Resolution adopted this 27<sup>th</sup> day of September 2022.

BOARD OF COUNTY COMMISSIONERS

Tina Osborne, Clerk

cc:

Auditor •

Appropriation Adj. file

Engineer (file)

**OMB** 

Number <u>22-1472</u>

Adopted Date September 27, 2022

APPROVE APPROPRIATION ADJUSTMENT WITHIN JUVENILE COURT PROBATION FUND #10112500

BE IT RESOLVED, to approve the following appropriation adjustment within Juvenile Probation fund #11012500:

\$ 18,000,00

from 11012500-5997

(JUV Prob Operational Transfer)

into

11012500-5820

(JUV Prob Health & Life Insurance)

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

Mr. Grossmann – yea

Mr. Young - yea

Mrs. Jones - yea

Resolution adopted this 27<sup>th</sup> day of September 2022.

BOARD OF COUNTY COMMISSIONERS

Tina Osborne, Clerk

cc;

Auditor /

Appropriation Adj. file

JUV Prob (file)

Number 22-1473

Adopted Date September 27, 2022

APPROVE APPROPRIATION ADJUSTMENT FROM JUVENILE COURT FUND #10111240 INTO JUVENILE PROBATION FUND #11012500

BE IT RESOLVED, to approve the following appropriation adjustment within Juvenile Court Fund #11011240 into Juvenile Probation fund #11012500

\$ 25,000.00 from 11011240-5102 (JUV CT Regular Salaries)

into 11012500-5102 (JUV PROB Regular Salaries)

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

Mr. Grossmann – yea

Mr. Young - yea

Mrs. Jones - yea

Resolution adopted this 27<sup>th</sup> day of September 2022.

**BOARD OF COUNTY COMMISSIONERS** 

Tina Osborne, Cieri

cc: Auditor

Appropriation Adj. file

Juvenile (file)

# Resolution Number 22-1474

Adopted Date September 27, 2022

APPROVE APPROPRIATION ADJUSTMENTS WITHIN JUVENILE DETENTION FUND #10112600

BE IT RESOLVED, to approve the following appropriation adjustments within Juvenile Detention fund #11012600:

\$ 9,400.00	from	11012600-5102	(Juv Det Regular Salaries)
\$5,400.00 \$3,600.00	into into	11012600-5811 11012600-5820	(Juv Det PERS) (Juv Det Health & Life Insurance)
\$ 400.00	into	11012600-5871	(Juv Det Medicare)

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

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

Resolution adopted this 27<sup>th</sup> day of September 2022.

**BOARD OF COUNTY COMMISSIONERS** 

Auditor 🗸 cc:

Appropriation Adj. file

Juvenile (file)

### Resolution

Number 22-1475

Adopted Date September 27, 2022

APPROVE APPROPRIATION ADJUSTMENT WITHIN EMERGENCY SERVICES/ COMMUNICATIONS FUND #11012850

BE IT RESOLVED, to approve the following appropriation adjustment:

\$400.00

from #11012850 5210

(Materials & Supplies)

into

#11012850 5317

(Non-Capital Purchases)

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

Mr. Grossmann – yea

Mr. Young - yea

Mrs. Jones – yea

Resolution adopted this 27<sup>th</sup> day of September 2022.

**BOARD OF COUNTY COMMISSIONERS** 

Tina Osborne, Clerk

cc:

Auditor 🗸

Appropriation Adjustment file Emergency Services (file)

Number 22-1476

Adopted Date September 27, 2022

APPROVE APPROPRIATION ADJUSTMENT WITHIN THE OHIOMEANSJOBS WARREN COUNTY FUND #2258

WHEREAS, appropriation adjustments are necessary for payment of Classroom Training expenses; and

NOW THEREFORE BE IT RESOLVED, to approve appropriation adjustments within the OhioMeansJobs Warren County Fund # 2258.

\$ 20,000	from into	#22585800-5910 #22585800-5102	(Other Expense) (Regular Salaries)
\$ 30,000	from into	#22585800-5400 #22585800-5663	(Purchased Services) (Classroom Training – Adult)
\$ 639.50	from into	#22585800-5910 #22585800-5370	(Other Expense) (Software Non-Data Board)

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

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 27<sup>th</sup> day of September 2022.

BOARD OF COUNTY COMMISSIONERS

Tina Osborne, Clerk

cc:

Auditor

Appropriation Adj. file OhioMeansJobs (file)

Number\_22-1477

Adopted Date September 27, 2022

APPROVE APPROPRIATION ADJUSTMENTS WITHIN CHILDREN SERVICES FUND #2273

BE IT RESOLVED, to approve the following appropriation adjustments:

\$2,800.00	from	#22735100-5102	(Regular Salaries)
	into	#22735100-5114	(Overtime Pay)
\$3,000.00	from	#22735100-5317	(Non-Capital Purchases)
	into	#22735100-5850	(Training/Education)
\$10,000.00	from	#22735100-5320	(Capital Purchases)
	into	#22735100-5400	(Purchase Services)
\$1,000.00	from	#22735100-5320	(Capital Purchases)
	into	#22735100-5911	(Non-Taxable Meal Fringe)
\$9,000.00	from	#22735100-5320	(Capital Purchases)
	into	#22735100-5210	(Materials & Supplies)

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

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones - yea

Resolution adopted this 27th day of September 2022.

**BOARD OF COUNTY COMMISSIONERS** 

Tina Osborne, Clerk

jc/

cc:

Auditor /

Appropriation Adj. file Children Services (file)

Number <u>22-1478</u>

Adopted Date September 27, 2022

#### APPROVE APPROPRIATION ADJUSTMENT WITHIN SHERIFF'S OFFICE FUND #2285

BE IT RESOLVED, to approve the following appropriation adjustment within Warren County Sheriff's Office Fund #2285:

\$500.00

from 22852200-5102

(Regular Salaries)

into

22852200-5820

(Health & Life Insurance)

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

Mr. Grossmann – yea

Mr. Young - yea

Mrs. Jones - yea

Resolution adopted this 27<sup>th</sup> day of September 2022.

BOARD OF COUNTY COMMISSIONERS

Tina Osborne, Clerk

cc:

Auditor 🗸

Appropriation Adjustment file

Sheriff's Office (file)

### Resolution

Number <u>22-1479</u>

Adopted Date September 27, 2022

#### APPROVE APPROPRIATION ADJUSTMENT WITHIN TRANSIT FUND #2299

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

\$1,200.00

from #22997000-5410

(Transit – Contracts – BOCC Approved)

into

#22997000-5940

(Transit – Travel)

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

Mr. Grossmann - yea

Mr. Young - yea

Mrs. Jones - yea

Resolution adopted this 27<sup>th</sup> day of September 2022.

**BOARD OF COUNTY COMMISSIONERS** 

Tina Osborne, Clerk

/sm

cc:

Auditor

Appropriation Adj. file

Transit (file)

## Resolution

Number 22-1480

Adopted Date September 27, 2022

APPROVE APPROPRIATION ADJUSTMENT WITHIN COUNTY CONSTRUCTION PROJECT FUND #4467

BE IT RESOLVED, to approve the following appropriation adjustment:

\$15,000.00 fi

from #44673713-5317

(Non-Capital Purchases)

into #4

#44673713-5320

(Capital Purchases)

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

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones - yea

Resolution adopted this 27<sup>th</sup> day of September 2022.

BOARD OF COUNTY COMMISSIONERS

l'ina Osborne, Clerk

cc:

Auditor\_ ✓

Appropriation Adj. file

Facilities Management (file)

Number 22-1481

Adopted Date September 27, 2022

#### APPROVE APPROPRIATION ADJUSTMENT WITHIN SHERIFF'S OFFICE FUND 6630

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

\$10,000.00	from	66302251-5102	(Regular Salaries)
	into	66302251-5820	(Health & Life Insurance)
\$1,000.00	from	66302258-5820	(Health & Life Insurance)
	into	66302258-5102	(Regular Salaries)
\$4,000.00	from into	66302259-5811 66302259 5820	(PERS) (Health & Life Insurance)
\$500.00	from into	66302260-5102 66302260-5820	(Regular Salaries) (Health & Life Insurance)

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

Mr. Grossmann – yea Mr. Young – yea

Mrs. Jones - yea

Resolution adopted this 27<sup>th</sup> day of September 2022.

BOARD OF COUNTY COMMISSIONERS

Tina Osborne, Clerk

cc:

Auditor 🗸

Appropriation Adjustment file

Sheriff's Office (file)

### Resolution

Number <u>22-1482</u>

Adopted Date September 27, 2022

APPROVE REQUISITIONS AND AUTHORIZE COUNTY ADMINISTRATOR TO SIGN DOCUMENTS RELATIVE THERETO

BE IT RESOLVED, to approve requisitions as listed in the attached document and authorize Tiffany Zindel, County Administrator, to sign on behalf of this Board of County Commissioners.

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

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

Resolution adopted this 27th day of September 2022.

**BOARD OF COUNTY COMMISSIONERS** 

l'ina Osborne, Clerk

/tao

cc:

Commissioners' file

#### **REQUISITIONS**

Department	Vendor Name	Description	Amount
SHE	72 HOUR LLC	8- 2023 FORD PL-UTILITY PATROL VEHICLES	\$ 487,173.48
SHE	GANLEY CHEVROLET OF AURORA LLC	6- 2023 CHEVROLET TAHOE SHERIFF VEHICLES	\$ 261,870.00
FAC	JUSTICE AV SOLUTIONS	VIDEO AND AUDIO EQUIPMENT FOR MEETING ROOM	\$ 11,231.65
TEL	CENTRAL SQUARE TECHNOLOGIES	ENTERPRISE CAD TO ESO INTERFACE	\$ 12,155.00
TEL	FRED B DE BRA CO	FIBER AND CABLE WORK HUMANE ASSOCIATION	\$ 78,500.00
TEL	MOTOROLA SOLUTIONS INC	MOTOROLA VHF REPEATER	\$ 34,586.71

#### PO CHANGE ORDER

Department	Vendor Name	Description	Amount
ENG	EAGLE BRIDGE CO.	KING AVENUE BRIDGE PROJECT	\$ 879,873.34 DECREASE
SEW	PELTON ENVIRONMENTAL PRODUCTS	GORMAN RUPP PUMPS FOR WAYNESVILLE WWTP	\$ 19,291.00 INCREASE

9/27/2022 APPROVED:

Tiffany Zindel, County Adminstrator

19

## Resolution

Number <u>22-1483</u>

Adopted Date September 27, 2022

FINDING CERTAIN REAL PROPERTY LOCATED AT 8937 BUNNELL HILL ROAD, IN CLEARCREEK TOWNSHIP, BELONGING TO THE BOARD, IS NOT NEEDED FOR COUNTY USE, AND FURTHER AUTHORIZING THE CLERK TO ADVERTISE A PRIVATE SALE OF THE REAL PROPERTY BY SEALED BIDS SUBJECT TO A MINIMUM BID OF \$75,000 AND OTHER REQUIREMENTS

WHEREAS, the Board holds title to real estate located at 8937 Bunnell Hill Road, Clearcreek Township, Warren County, Ohio, consisting of 1.285 acres, more or less, identified as Parcel # 04-02-276-016/Auditor's Acct. # 01616777 (the "Real Property"); and

WHEREAS, the Real Property was acquired from the prior owner in an arms-length transaction for temporary uses and purposes relating to the Lytle Five Points Road/Bunnell Hill Road Intersection Roundabout Project, that the structures that existed on the Real Property at time of purchase were razed during the Project with the Board having obtained an appraisal valuing the Real Estate at \$75,000 in the after-condition once the Project was completed and open to the public; and

WHEREAS, in accordance with section 307.09 (A) of the Ohio Revised Code, if the interest of a county so requires, a board of county commissioners may sell any real property belonging to the county and not needed for public use; and

WHEREAS, the said Project has been completed and is open to the public, and the County has encumbered the Real Estate with a Standard Highway Easement; and

WHEREAS, no sale of real property permitted under section 307.09 of the Ohio Revised Code shall be made unless it is authorized by resolution adopted by a majority of the board of county commissioners, and must comply with the procedures set forth in section 307.10 (A) of the Ohio Revised Code; and

WHEREAS, in order to sell the said property located at 8937 Bunnell Hill Road, the Board would need to adopt a resolution determining the property is not needed for public use, and upon making such finding deed the property to the highest responsible bidder, after advertisement of a private sale by sealed bid once a week for four consecutive weeks in a newspaper of general circulation in the county, or as provided in section 7.16 of the Ohio Revised Code; or, offer the property for sale at a public auction, after giving at least 30 days' notice of the auction by publication in a newspaper of general circulation in the county, reserving the right to reject any and all bids; and

NOW THEREFORE BE IT RESOLVED, by the Board of Commissioners of Warren County, Ohio, at least a majority of all its members casting a vote concur as follows:

Section 1. The Board finds the property located at 8937 Bunnell Hill Road,

Clearcreek Township, Warren County, Ohio titled in the name of the Board is no longer needed for any County use, and it is in the interest of the County that the sale of the Real Property be advertised in a newspaper of general circulation in Warren County by private sale through sealed bids subject to a minimum bid of \$75,000 and such other bidding requirements under law and as recommended by the County Prosecutor's Office.

- Section 2. That the Board does hereby approve the Advertisement for Bids attached hereto,
- The Clerk is directed to cause the attached Advertisement to be published. Section 3.
- That the Board is acting in its administrative capacity in adopting this Section 4. Resolution.
- Section 5. That the recitals contained within the Whereas Clauses set forth above are incorporated by reference herein.
- Section 6. That it is found and determined that all formal actions of the Board concerning and relating to the adoption of this Resolution were adopted in an open meeting of the Board in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

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

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

Resolution adopted this 27<sup>th</sup> day of September 2022.

BOARD OF COUNTY COMMISSIONERS

Bruce McGary, Pros. Office cc:

Engineer (file)

Bid file

## Resolution

Number 22-1484

Adopted Date September 27, 2022

AMEND RESOLUTION #10-0948 ADOPTED JULY 1, 2010 TO AUTHORIZE THE COUNTY ADMINISTRATOR TO APPROVE PURCHASE ORDERS, PAYMENT OF BILLS, PAYROLL AND ANY OTHER NECESSARY FINANCIAL DOCUMENTS IN THE ABSENCE OF THE COUNTY COMMISSIONERS

WHEREAS, pursuant to Resolution #10-0948, amended by 16-1936, this Board authorized the County Administrator to approve purchase orders, payment of bills, payroll and any other necessary financial documents in the absence of the Board of County Commissioners; and

WHEREAS, this Board would like to include the approval of final plats to the authorizing resolution; and

NOW THEREFORE BE IT RESOLVED, to amend Resolution #10-0948 to authorize the County Administrator to approve final record plats, purchase orders, payment of bills, payroll and any other necessary financial documents in the absence of the Board of County Commissioners and authorize the Deputy County Administrator or the Clerk to the Board of Commissioners to make said approvals in the absence of the County Administrator.

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

Mr. Grossmann – yea Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 27th day of September 2022.

BOARD OF COUNTY COMMISSIONERS

l'ina Osborne, Clerk

tao/

cc:

Auditor 🗸 OMB (file)

Number 22-1485

Adopted Date September 27, 2022

APPROVE FARE DECREASE FOR PASSENGERS AGES 12 AND UNDER IN THE WARREN COUNTY TRANSIT SYSTEM

WHEREAS, Warren County operates a public transportation system which is funded primarily with grants from the Federal Transit Administration and the Ohio Department of Transportation; and

WHEREAS, providing a half price fare rate for children will alleviate the hardship for parents riding the Warren County Transit System with their children; and

NOW THEREFORE BE IT RESOLVED, to approve a half price fare rate for children up to age 12, and

BE IT FURTHER RESOLVED, said fare shall become effective immediately.

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

Mr. Grossmann – yea

Mr. Young - yea

Mrs. Jones - yea

Resolution adopted this 27th day of September 2022.

BOARD OF COUNTY COMMISSIONERS

Tina Osborne, Clerk

/sm

cc:

Transit (file)

## Resolution Number 22-1486

Adopted Date September 27, 2022

AUTHORIZE THE WATER AND SEWER DEPARTMENT TO PARTICIPATE IN THE WARREN COUNTY TRANSPORATION DISTRICT KING AVENUE (CR 282)/KINGS COURT INTERSECTION IMPROVEMENTS PROJECT WAR-CR282-0.66, AND PROVIDE REIMBURSEMENT FOR WATER AND SEWER IMPROVEMENTS

WHEREAS, the Warren County Transportation District (herein "WCTID") is performing improvements that include the conversion of an intersection to a modern roundabout and the widening of a curve to accommodate trucks with construction including sidewalks, multi-use path, curb, curb ramps, utility adjustments and related reconfiguration and replacement of utilities, and lighting (herein "Project"); and

WHEREAS, the Warren County Water and Sewer Department owns, maintains, and operates sanitary sewers and water distribution mains within the WCTID project area and that portions of the water distribution system within the project area are required to be relocated as a result of the Project and are undersized, consisting of 1960's or older cast iron pipe, and in need of replacement; and

WHEREAS, the Warren County Water & Sewer Department believes construction of these water distribution and sanitary sewer collection system improvements which are part of the Project will reduce construction related disruptions to Warren County residents and the traveling public and reduce capital construction costs; and

WHEREAS, this Board determines that the proposed improvement is for public use and that it is necessary for the public health, safety and/or general welfare of the citizens of Warren County and others.

#### NOW THEREFORE BE IT RESOLVED THAT,

- 1. The Warren County Sanitary Engineer is hereby authorized to participate in all phases of the WCTID King Avenue (CR 282) / Kings Court Intersection Improvements Project WAR-CR282-0.66, for the easement acquisition, design, construction, and operation of sanitary sewer and water distribution improvements as part of the Project.
- 2. The Warren County Water and Sewer Department is further authorized to reimburse the WCTID for all easement acquisition, design, and construction costs associated with the water and sewer improvements.

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

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

Resolution adopted this 27th day of September 2022.

BOARD OF COUNTY COMMISSIONERS

**CGB** 

Water/Sewer (file) cc:

Project File

Auditor

### Resolution

Number\_22-1487

Adopted Date September 27, 2022

AUTHORIZE THE WATER AND SEWER DEPARTMENT TO PARTICIPATE IN THE WARREN COUNTY TRANSPORATION DISTRICT WAR-48-7.01 IMPROVEMENTS PROJECT, PROJECT ID 112909, AND PROVIDE REIMBERSEMENT FOR WATER AND SEWER IMPROVEMENTS

WHEREAS, the Warren County Transportation District (herein "WCTID") is performing improvements that include the widening and resurfacing of 1.28 miles of State Route 48 and the resurfacing and spot widening of 0.47 miles of US 22 / State Route 3 with the improvements including the construction of curb and gutter, storm sewer, sidewalks, the extension of a corrugated metal pipe arch under State Route 48, culvert replacements, related reconfiguration and replacement of utilities and the replacement of four traffic signals (herein "Project"); and

WHEREAS, the Warren County Water and Sewer Department owns, maintains, and operates sanitary sewers and water distribution mains within the WCTID project area and that portions of the water distribution system within the project area are required to be relocated as a result of the Project and are undersized, consisting of 1960's cast iron pipe, and in need of reconfiguration and replacement; and

WHEREAS, the Warren County Water & Sewer Department believes construction of these water distribution and sanitary sewer collection system improvements which are part of the Project, will reduce construction related disruptions to Warren County residents and the traveling public and reduce capital construction costs; and

WHEREAS, this Board determines that the proposed improvement project is for public use and that it is necessary for the public health, safety and/or general welfare of the citizens of Warren County and others;

#### NOW THEREFORE BE IT RESOLVED THAT,

- 1. The Warren County Sanitary Engineer is hereby authorized to participate in all phases of the WCTID WAR-48-7.01 Improvements Project, for the easement acquisition, design, construction, and operation of sanitary sewer and water distribution improvements as part of the Project.
- The Warren County Water and Sewer Department is further authorized to reimburse the WCTID for all easement acquisition, design, and construction costs associated with the water and sewer improvements.

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

Mr. Grossmann – yea

Mr. Young - yea

Mrs. Jones - yea

Resolution adopted this 27th day of September 2022.

BOARD OF COUNTY COMMISSIONERS

Tina Osborne, Clerk

CGB

cc:

Water/Sewer(file)

Project File

Auditor

Number\_22-1488\_

Adopted Date September 27, 2022

APPROVE ANNEXATION OF 80.511 ACRES TO THE CITY OF LEBANON, CHRISTOPHER H. HURLBURT, AGENT, PURSUANT TO OHIO REVISED CODE SECTION 709.022 [A.K.A. EXPEDITED TYPE 1 ANNEXATION]

WHEREAS, this Board is in receipt of an annexation petition from Christopher H. Hurlburt, Agent to annex 80.511 acres to the City of Lebanon filed on the 12<sup>th</sup> day of September 2022; and

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

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

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

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

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

Mr. Grossmann – yea Mr. Young – yea

Mrs. Jones – yea

mis, Jones – yea

Resolution adopted this 27th day of September 2022.

**BOARD OF COUNTY COMMISSIONERS** 

Tina Osborne, Clerk

/to

cc: Christopher H. Hurlburt, Agent

RZC

Auditor\_

City of Lebanon

RPC

Map Room

Annexation file

Union Township

Number <u>22-1489</u>

Adopted Date September 27, 2022

AMEND RESOLUTION #21-1309, ADOPTED SEPTEMBER 28, 2021, RELATIVE TO THE AGREEMENT WITH THE WARREN COUNTY EDUCATIONAL SERVICE CENTER PROVIDING STAFF TO ADMINISTER THE TEST AND STAY PILOT PROGRAM

WHEREAS, pursuant to Resolution #21-1309, adopted September 28, 2021, this Board entered into a sub-recipient agreement with the Warren County Educational Service Center to provide funding for the hiring of nursing staff to administer the Test and Stay Pilot Program in all Warren County School Districts; and

WHEREAS, said funding for the Test and Stay Pilot Program was provided via the State and Local Rescue Act Funds (aka SLRF/ARPA); and

WHEREAS, the Test and Stay Pilot Program funding was originally classified under Bucket #1 Public Health of the SLRF; and

WHEREAS, after review of the program particulars as well as the expectations of reporting, by the County, from the Warren County Educational Services Center it is clear that the agreement should be classified as a beneficiary agreement/relationship versus a sub-recipient agreement/relationship and that the appropriate "Bucket" of the SLRF would be Bucket #3 General Revenue Replacement; and

NOW THEREFORE BE IT RESOLVED, to amend Resolution #21-1309, adopted September 28, 2021, with the Warren County Educational Service Center to reflect that said agreement should be treated as a Beneficiary Agreement/Relationship and that the funds shall be attributed to Bucket #3 General Revenue Replacement of the SLRF; and

BE IT FURTHER RESOLVED, to acknowledge that this amendment applies to funds expended in 2021 as well as 2022 relative to the Test and Stay Pilot Program.

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

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

Resolution adopted this 27th day of September 2022.

BOARD OF COUNTY COMMISSIONERS

Tina Osborne, Clerk

Tz/

cc: c/a—E

c/a—Educational Service Center Jeff Stilgenbauer

Diane Gray T. Isaacs, ESC

### Resolution

Number <u>22- 1490</u>

Adopted Date September 27, 2022

CONTINUE ADMINISTRATIVE HEARING TO CONSIDER MELENA PROPERTIES STAGE 2 PUD APPLICATION IN UNION TOWNSHIP

BE IT RESOLVED, to continue the administrative hearing to consider the Melena Properties Stage 2 PUD application in Union Township; said administrative hearing to be continued to October 25, 2022, at 9:15 a.m. in the Commissioners' Meeting Room.

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

Mr. Grossmann – yea

Mr. Young - yea

Mrs. Jones - yea

Resolution adopted this 27th day of September 2022.

**BOARD OF COUNTY COMMISSIONERS** 

Tina Osborne, Clerk

cc:

RPC

**RZC** 

Rezoning file

Applicant

**Township Trustees**