

# Resolution

Number 24-1635

Adopted Date December 03, 2024

HIRING JACOB DEERHAKE AS A BUILDING AND ELECTRICAL INSPECTOR I WITHIN  
THE WARREN COUNTY BUILDING AND ZONING DEPARTMENT

BE IT RESOLVED, to hire Jacob Deerhake as Building and Electrical Inspector I within the Building and Zoning Department, unclassified, permanent status, full-time (40 hours per week), Pay Range #14, \$24.40 per hour, effective December 9, 2024, subject to 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 – absent  
Mr. Young – yea  
Mrs. Jones – yea

Resolution adopted this 3<sup>rd</sup> day of December 2024.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Krystal Powell, Clerk

cc: Building & Zoning (file)  
J. Deerhake's Personnel file  
OMB-Sue Spencer

# Resolution

Number 24-1636

Adopted Date December 03, 2024

## HIRING MICHAEL WILKERSON AS A BUILDING AND ELECTRICAL INSPECTOR III WITHIN THE WARREN COUNTY BUILDING AND ZONING DEPARTMENT

BE IT RESOLVED, to hire Michael Wilkerson as Building and Electrical Inspector III within the Building and Zoning Department, unclassified, permanent status, full-time (40 hours per week), Pay Range #18, \$32.94 per hour, effective December 16, 2024, subject to a negative background check, drug screen and a 365-day probationary period.


BE IT FURTHER RESOLVED, Mr. Wilkerson will not receive the typical three percent (3%) increase upon completion of his year probation as his wage reflects his experience.

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

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

Resolution adopted this 3<sup>rd</sup> day of December 2024.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Krystal Powell, Clerk

cc: Building & Zoning (file)  
M. Wilkerson's Personnel file  
OMB-Sue Spencer

# Resolution

Number 24-1637

Adopted Date December 03, 2024

APPROVING A PAY INCREASE FOR STEVE SCOTT, PLANS EXAMINER, WITHIN BUILDING AND ZONING

WHEREAS, pursuant to Resolution #24-1394 adopted October 22, 2024 Mr. Scott was named backup building official with the State of Ohio for Warren County; and

WHEREAS, the Director has requested approval of a pay increase for Mr. Scott as he fills the role of backup building official with the State of Ohio for the department.

NOW THEREFORE BE IT RESOLVED, to approve a pay increase for Steve Scott, Plans Examiner and Backup Building Official within the Warren County Building and Zoning, exempt status, pay range B, \$4,400.77, bi-weekly, effective pay period beginning November 16, 2024.

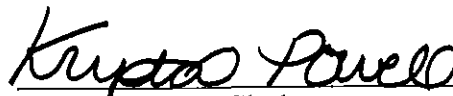
BE IT FURTHER RESOLVED, Mr. Scott will not be eligible for the annual wage increase declared by the Commissioners for January 2025.

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

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

Resolution adopted this 3<sup>rd</sup> day of December 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Building/Zoning (file)  
S. Scott's Personnel file  
OMB – Sue Spencer

# Resolution

Number 24-1638

Adopted Date December 03, 2024

## HIRING KYLE CREECH AS WATER DISTRIBUTION WORKER I, WITHIN THE WATER AND SEWER DEPARTMENT


BE IT RESOLVED, to hire Kyle Creech, as Water Distribution Worker I, within the Water and Sewer Department, full-time, non-exempt, Pay Range 13, at a pay rate of \$21.00 per hour, effective December 16, 2024, subject to 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 – absent  
Mr. Young – yea  
Mrs. Jones – yea

Resolution adopted this 3<sup>rd</sup> day of December 2024.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Krystal Powell, Clerk

H/R

cc: Water/Sewer (file)  
K. Creech's Personnel file  
OMB-Sue Spencer

# Resolution

Number 24-1639

Adopted Date December 03, 2024

## HIRING LACY STATON AS CUSTODIAL WORKER I WITHIN THE WARREN COUNTY FACILITIES MANAGEMENT DEPARTMENT


BE IT RESOLVED, to hire Lacy Staton as Custodial Worker I within the Facilities Management Department, classified, full-time permanent status (40 hours per week), Pay Range #7, \$16.55 per hour, effective December 9, 2024, subject to a negative 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 – absent  
Mr. Young – yea  
Mrs. Jones – yea

Resolution adopted this 3<sup>rd</sup> day of December 2024.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Krystal Powell, Clerk

H/R

cc: Facilities Management (file)  
L. Staton's Personnel file  
OMB-Sue Spencer

# Resolution

Number 24-1640

Adopted Date December 03, 2024

CANCELLING THE REGULARLY SCHEDULED COMMISSIONERS' MEETINGS OF TUESDAY, DECEMBER 10, 2024, THURSDAY, DECEMBER 12, 2024, TUESDAY, DECEMBER 24, 2024, THURSDAY, DECEMBER 26, 2024 AND TUESDAY, DECEMBER 31, 2024


BE IT RESOLVED, to cancel the regularly scheduled Commissioners' Meetings of Tuesday, December 10, 2024, Thursday, December 12, 2024, Tuesday, December 24, 2024, Thursday, December 26, 2024, and Tuesday, December 31, 2024.

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

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

Resolution adopted this 3<sup>rd</sup> day of December 2024.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Krystal Powell, Clerk

/kp

cc: Auditor   
Commissioners' file  
Press

# Resolution

Number 24-1641

Adopted Date December 03, 2024

ENTERING INTO A BUSINESS ASSOCIATE AGREEMENT AND A PHARMACY BENEFIT MANAGEMENT AGREEMENT WITH EVO FIRST, INC. FOR PHARMACY BENEFIT MANAGEMENT OF THE WARREN COUNTY PRESCRIPTION PLAN EFFECTIVE JANUARY 1, 2025

WHEREAS, the Warren County Board of Commissioners utilizes a Prescription Benefit Manager (PBM) for the administration of the prescription program provided under the healthcare plan; and

WHEREAS, it is the desire of the Board of Commissioners to enter into a business associate agreement and a pharmacy benefit management agreement with Evo First, Inc. for prescription management services effective January 1, 2025.


NOW THEREFORE BE IT RESOLVED, to enter into a business associate agreement and a pharmacy benefit management agreement with Evo First, Inc. for prescription management services effective January 1, 2025; copy of agreement is attached hereto and made a part hereof.

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

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

Resolution adopted this 3<sup>rd</sup> day of December 2024.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Krystal Powell, Clerk

cc: c/a—Evo First, Inc.  
HUB  
T Whitaker, OMB  
Benefits File



## **BUSINESS ASSOCIATE AGREEMENT**

This Business Associate Agreement, ("Agreement") is entered into between Evo First, Inc. ("EVO"), an Arizona corporation and Warren County, an Ohio corporation ("Covered Entity"), effective as of the 1st day of January 2025.

WHEREAS, Covered Entity and EVO have entered into one or more Underlying Service Agreements (as defined below) pursuant to which EVO performs services under which we and/or our affiliates may receive Protected Health Information ("PHI") on behalf of Covered Entity.

WHEREAS, under the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations (collectively, "HIPAA Rules") EVO and Covered Entity are required to enter into a Business Associate Agreement for any PHI that EVO receives on behalf of Covered Entity.

WHEREAS, Covered Entity and EVO understand and agree that this Agreement is intended to satisfy their obligations under HIPAA and that, in the event EVO receives PHI on behalf of Covered Entity, this Agreement will govern the terms and conditions under which such PHI may be used and/or disclosed and safeguarded by EVO.

WHEREAS, the Parties desire to enter into this Agreement, which amends the Underlying Service Agreements but only for the purpose of containing the terms and conditions under which EVO may use the PHI.

NOW THEREFORE, Covered Entity and EVO hereby agree as follows:

### **ARTICLE 1: DEFINITIONS**

Capitalized terms, which are not otherwise defined in this Agreement, shall have the meanings set forth in the Health Insurance Portability and Accountability Act ("HIPAA"), as amended, or the HIPAA Standards, as applicable.

1.1 Underlying Service Agreements means any agreement pursuant to which EVO performs services that may involve or require the access, use, or disclosure of PHI, including, without limitation, the Pharmacy Benefit Management Agreement between EVO and Covered Entity or any agreement whereby EVO has been appointed broker of record by Covered Entity and is entitled to receive commissions subject to Standard Terms & Conditions provided to Covered Entity.

1.2 HIPAA Rules means the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations, which include the Standards for the Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164 ("Privacy Rule") and the Security Standards for the Protection of Electronic PHI at 45 C.F.R. Parts 160 and 164 ("Security Rule"), as amended by the applicable provisions of the Health Information Technology for Economic and Clinical Health Act and its implementing regulations ("HITECH"), as amended by the Final HIPAA regulations ("Final Omnibus Rule").





1.3 Protected Health Information or PHI shall have the same meaning as the term "protected health information" in 45 C.F.R. 5160.103 and is limited to the PHI that EVO creates or receives from or on behalf of Covered Entity. As used herein, it also includes electronic PHI.

1.4 Electronic Protected Health Information or ePHI shall have the same meaning as the term "electronic protected health information" in 45 C.F.R. S 160.103 and refers to electronic PHI transmitted by, or maintained in, electronic media from or on behalf of Covered Entity.

1.5 Catch-all Definition. The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Required By Law, Secretary, Security Incident, Subcontractor, Unsecured PHI and Use.

## **ARTICLE 2 – EVO OBLIGATIONS**

2.1 EVO agrees to hold all PHI confidentially, and EVO agrees not to use or disclose any PHI except as necessary under the Underlying Service Agreement and permitted by this Agreement, and as may be required by law. EVO agrees not to disclose any PHI to its affiliates, employees, or agents except to those affiliates, employees, or agents who are required to have the information in order to perform services related to the Underlying Service Agreement.

2.2 EVO agrees to use or disclose PHI only as permitted or required by this Agreement or as Required By Law and in compliance with each applicable requirement of 45 C.F.R. S 164.504(e). Without limiting the generality of the foregoing sentence, to the extent EVO is to carry out Covered Entity's obligations under the Privacy Rule, EVO shall comply with the requirements of the Privacy Rule that apply to Covered Entity in the performance of those obligations.

2.3 EVO agrees to (i) implement and use appropriate safeguards to prevent use or disclosure of PHI other than as provided for by this Agreement; (ii) reasonably and appropriately protect the confidentiality, integrity, and availability of the ePHI that it creates, maintains, or transmits on behalf of the Covered Entity or any Client; and (iii) comply with the Security Rule.

2.4 EVO agrees to use reasonable efforts to mitigate, to the extent practicable, any harmful effect that is known to EVO of a use or disclosure of PHI by EVO in violation of the requirements of this Agreement.

2.5 EVO agrees to report to Covered Entity (i) any use or disclosure of the PHI in violation of this Agreement of which it becomes aware; (ii) any Security Incident affecting Covered Entity's PHI of which it becomes aware; and (iii) without unreasonable delay and in no case later than sixty (60) calendar days after discovery, any Breach of any Unsecured PHI in accordance with the security breach notification requirements set forth in the HIPAA Rules. As such, EVO shall provide the following information to the Covered Entity, at the time and to the extent it is practicable to do so: (1) a brief description of what happened, including the date of the Breach and the date of discovery of the Breach, if known; (2) a description of the types of Unsecured PHI that were involved in the Breach (such as full name, Social Security number, date of birth, home address, account number, or disability code) and who received the Unsecured PHI; (3) the steps



Individuals should take to protect themselves from potential harm resulting from the Breach; (4) a brief description of what EVO is doing to investigate the Breach, to mitigate losses, and to protect against any further Breaches; and (5) any information reasonably available regarding the Breach that the Covered Entity may need to include in its notification to the affected individuals, the media and/or the Secretary as required by the HIPAA Rules. Unsuccessful Security Incidents that do not result in the improper disclosure, alteration or destruction of Covered Entity's PHI will be reported upon request.

2.6 EVO agrees (i) to ensure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by EVO on behalf of Covered Entity agrees to substantially the same restrictions and conditions that apply through this Agreement to EVO with respect to that information, and (ii) to the extent that EVO provides ePHI to an agent, including a subcontractor, ensure that the agent, including a subcontractor, agrees to implement reasonable and appropriate safeguards to protect that information.

2.7 To the extent that EVO maintains a Designated Record Set on behalf of Covered Entity, EVO agrees to provide access, at the request of Covered Entity, and in the time and manner mutually agreed, to PHI in that Designated Record Set, to Covered Entity. If an Individual requests access to his or her PHI directly from Business Associate, EVO shall promptly forward such request to Covered Entity and Covered Entity shall be responsible for responding to such request in order to meet the requirements under 45 C.F.R. S 164.524.

2.8 To the extent that EVO maintains a Designated Record Set on behalf of Covered Entity, EVO agrees to make any amendment(s) to PHI in that Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 C.F.R. S 164.526 at the request of Covered Entity. If an Individual requests an amendment of his or her PHI directly from EVO, EVO shall either (1) promptly forward such request to Covered Entity and Covered Entity shall be responsible for responding to such request or (2) elect to respond directly to the request.

2.9 EVO agrees to make its internal practices, books, and records, including policies and procedures and PHI, relating to the use and disclosure of PHI received from, or created or received by EVO on behalf of, Covered Entity available to Covered Entity, in a time and manner mutually agreed or designated by Covered Entity, for purpose of compliance with the Privacy Rule and Security Rule.

2.10 EVO agrees to document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. S 164.528.

2.11 EVO agrees to provide to Covered Entity in a time and manner mutually agreed, information collected in accordance with Section 2.2 of this Agreement, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. S 164.528.



2.12 EVO shall request, use and/or disclose only the minimum amount of PHI necessary to accomplish the purpose of the request, use or disclosure; provided that EVO shall comply with 42 U.S.C. S 17935(b).

2.13 EVO shall not directly or indirectly receive remuneration in exchange for any PHI in compliance with 42 U.S.C. S 17935(d).

2.14 EVO shall not make or cause to be made any communication about a product or service that is prohibited by 42 U.S.C. S 17936(a).

2.15 EVO shall not make or cause to be made any written fundraising communication that is prohibited by 42 U.S.C. S 17936(b).

2.16 To the extent not provided herein, EVO shall comply with each of the applicable requirements imposed on EVO by the HIPAA Rules. In the event there is additional guidance or regulations, or a change in law, which impacts the terms of this Agreement, parties shall negotiate in good faith any changes to this Agreement.

2.17 If and to the extent applicable, EVO will comply, and will require any subcontractor or agent involved with the conduct of such Standard Transactions to comply, with each of the applicable requirements of 45 C.F.R. Part 162. The exchange of information related to (i) enrollment and disenrollment information and (ii) account balances and premium payment information, and any retransmission of that information, is sent or received by the Plan Sponsor (or its designated agent) in its capacity as an employer.

### **ARTICLE 3 – PERMITTED USES AND DISCLOSURES BY EVO**

3.1 General Use and Disclosure Provisions. Except as otherwise limited in this Agreement, EVO may use or disclose PHI to perform functions, activities, or services for, or on behalf of, the Client or Covered Entity as specified in or required by the Underlying Service Agreements (including to Plan Sponsor for permissible Plan administration functions), provided that, except as set forth in Section 3.2.4, such use or disclosure would not violate the Privacy Rule and Security Rule if done by Covered Entity.

#### 3.2 Specific Use and Disclosure Provisions.

3.2.1 Except as otherwise limited in this Agreement, EVO may use PHI for the proper management and administration of pharmacy services or to carry out the legal responsibilities of Covered Entity.

3.2.2 Except as otherwise limited in this Agreement, EVO may disclose PHI for the proper management and administration of pharmacy services, provided that disclosures are Required By Law, or EVO obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person



notifies EVO of any instances of which it is aware in which the confidentiality of the information has been breached.

3.2.3 EVO may de-identify any and all PHI obtained by EVO and use such de-identified data on EVO's own behalf, all in accordance with the de-identification requirements of the Privacy Rule. The Parties acknowledge and agree that de-identified data does not constitute PHI.

3.2.4 Except as otherwise limited in this Agreement, EVO may use PHI to provide Data Aggregation services to Covered Entity as permitted by 45 C.F.R. Section 164.504(e)(2)(i)(B)

3.2.5 EVO may use PHI to report violations of law to appropriate Federal and State authorities, consistent with 45 C.F.R. Section 164.504(j)(1).

3.2.6 EVO may use PHI to the extent and for any purpose authorized by an Individual under 45 C.F.R. Section 164.508.

#### **ARTICLE 4 – OBLIGATIONS OF COVERED ENTITY**

4.1 Covered Entity shall notify EVO of any limitation(s) in its notice of privacy practices of Covered Entity in accordance with 45 C.F.R. S 164.520, to the extent that such limitation may affect EVO's use or disclosure of PHI under this Agreement.

4.2 Covered Entity shall notify EVO of any changes in, or revocation of, permission by an Individual to use or disclose PHI, to the extent that such changes may affect EVO's use or disclosure of PHI under this Agreement.

4.3 Covered Entity shall notify EVO of any restriction on the use or disclosure of PHI to which Covered Entity has agreed in accordance with 45 C.F.R. S 164.522 or 42 U.S.C. S 17935(a), to the extent that such restriction may affect EVO's use or disclosure of PHI under this Agreement. EVO shall abide by such restriction, unless doing so would unreasonably burden healthcare operations, in which case EVO will notify Covered Entity.

4.4 Covered Entity represents that (i) it is entitled to receive PHI in accordance with 45 C.F.R. §164.504; (ii) it has received a certification from the Plan Sponsor in accordance with 45 C.F.R. §164.504(f)(2)(ii); and (iii) the Plan documents permit the Plan to receive PHI, including detailed invoices, reports and statements from EVO.

4.5 Covered Entity in performing its obligations and exercising its rights under this Agreement shall use and disclose PHI in compliance with the HIPAA Rules and shall not request EVO to use or disclose PHI in any manner that would violate this Agreement or the HIPAA Rules. Covered Entity represents that a request for PHI from EVO to Covered Entity shall only be the minimum amount of PHI necessary to accomplish the permitted purpose of the applicable request or use.



## ARTICLE 5: TERM AND TERMINATION

5.1 Term. This Agreement shall be effective as of the date set forth above in the first paragraph and shall terminate upon the final expiration or termination of the last remaining Underlying Service Agreement subject to this Agreement, unless earlier terminated in accordance with this Article 5.

5.2 Termination for Cause. In accordance with 42 U.S.C. Section 17934(b), if either Party knows of a pattern of activity or practice of the other Party that constitutes a material breach or violation of this Agreement then the non-breaching Party shall provide written notice of the breach or violation to the other Party that specifies the nature of the breach or violation. The breaching Party must cure the breach or end the violation on or before thirty (30) days after receipt of the written notice. In the absence of a timely cure reasonably satisfactory to the nonbreaching party, or in the event that cure is not possible, then the non-breaching party may immediately terminate this Agreement.

5.3 Effect of Termination.

5.3.1 Except as provided in paragraph (2) of this Article 6.3, upon termination of this Agreement, for any reason, EVO shall return or destroy all PHI received from Covered Entity, received by EVO on behalf of Covered Entity, or created by EVO on behalf of Covered Entity. EVO shall retain no copies of the PHI.

5.3.2 In the event that it is not feasible for EVO to return or destroy the PHI, EVO shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as EVO maintains such PHI. The Parties agree that it would not be feasible for EVO to return or destroy the PHI reasonably needed to be retained by EVO for its own legal and risk management purposes, including copies of PHI that may be included in information retained for archival purposes.

## ARTICLE 6: GENERAL PROVISIONS

6.1 Amendment of Underlying Service Agreements. The Parties agree that the term and conditions of this Agreement hereby amend and are incorporated into and made a part of the Underlying Service Agreements as of the Effective Date of this Agreement, and any reference to the Underlying Service Agreements on or after that date shall mean the Underlying Service Agreements as amended by this Agreement. This Agreement supersedes all prior EVO Agreements between the parties with respect to the Underlying Service Agreements.

6.2 Relation to Underlying Service Agreements. With the exception of the terms and conditions set forth in this Agreement in regard to PHI, all other terms and conditions of the Underlying Service Agreements shall remain unaltered and in full force and effect. The obligations in this Agreement shall be subject to the terms and conditions in the Underlying Service Agreements, except to the extent there is any conflict between the terms of this Agreement and the Underlying Service Agreements, this Agreement shall govern with respect to the subject matter herein.

6.3 Future Amendment. The parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for the Covered Entity and EVO to comply with the requirements of the HIPAA Standards, as amended by the HITECH Act or other applicable regulations or law.



6.4 Regulatory References. A reference in this Agreement to a section in the HIPAA Standards means the section as in effect or as amended, and for which compliance is required at the time of the use or disclosure in question.

6.5 Survival. The respective rights and obligations of EVO under Article 5.3 above shall survive the termination of this Agreement.

6.6 Interpretation. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits the Covered Entity and EVO to comply with the HIPAA Standards, as applicable.

6.7 No Third-Party Beneficiary. This Agreement is intended solely for the benefit of each party hereto and their respective successors or permitted assigns, and it is not the intention of the parties to confer third party beneficiary rights. This Agreement is not a third-party beneficiary contract and does not confer any such rights upon any third party (including, without limitation, any Members).

6.8 Governing Law. To the extent not preempted by federal law with respect to the HIPAA Rules, this Agreement will be governed by and construed in accordance with the laws of the State of Ohio

6.9 Entire Agreement. This Agreement represents the entire agreement between EVO and the Covered Entity relating to the subject matter hereof. No provision of this Agreement may be modified, except in writing, signed by the parties.

6.10 Binding Effect. This Agreement shall be binding upon the parties hereto and their successors and assigns.

6.11 Notice. Any notice required or permitted by this Agreement, unless otherwise specifically provided for in this Agreement, shall be in writing and shall be deemed given one (1) day following delivery to a nationally reputable overnight courier addressed as follows:

To EVO: Evo First, Inc.  
Attn: William Miller, CEO  
10645 N Tatum Blvd, Suite 200-203  
Phoenix, AZ 85028

To the Covered Entity: Warren County  
Attn: Tammy Whitaker  
406 Justice Drive  
Lebanon, OH 45036

Either party may at any time change its address for notification purposes by mailing a notice stating the change and setting forth the new address.

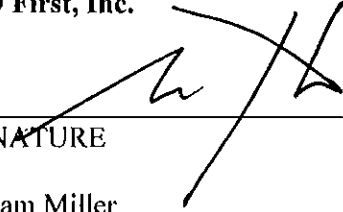
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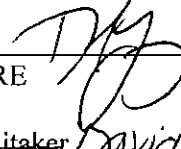


IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized officers or agents as of the date first above written.

EVO First, Inc.

Warren County

  
\_\_\_\_\_  
SIGNATURE

\*   
\_\_\_\_\_  
SIGNATURE

William Miller  
\_\_\_\_\_  
NAME

~~Tammy Whitaker~~ David G. Young  
\_\_\_\_\_  
NAME


CEO  
\_\_\_\_\_  
TITLE

~~Benefits & Risk Manager~~ President  
\_\_\_\_\_  
TITLE

November 11, 2024  
\_\_\_\_\_  
DATE

12-03-2024  
\_\_\_\_\_  
DATE

**APPROVED AS TO FORM**

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



## PHARMACY BENEFIT MANAGEMENT AGREEMENT

This Pharmacy Benefit Management Agreement (“Agreement”) is entered into between Evo First, Inc. (“EVO”), an Arizona corporation, and Warren County, an Ohio corporation (“COMPANY”), effective as of the 1st day of January 2025.

WHEREAS, Company provides one or more plans or programs under which eligible individuals receive certain prescription drugs and healthcare related products and services or has contracted to process or participate in providing services to plans or programs that offer such healthcare products and services and desires to have a Pharmacy Drug Benefit Management (“PBM”) Program as described in the Agreement under the terms and conditions set forth herein.

WHEREAS, EVO desires to make available to Company the EVO Pharmacy Drug Benefit Management (“PBM”) Program through EVO.

WHEREAS, EVO offers certain prescription drug benefit management and administration services, including claims processing, pharmacy network administration, clinical programs, and rebate administration.

NOW THEREFORE, in consideration of the mutual promises and the Agreement, as well as all Addendums and Exhibits attached herein contained, Company and EVO hereby agree as follows:

### ARTICLE 1 – DEFINITIONS

Unless otherwise defined in this Agreement or any addendum or amendment hereto, the terms defined in this Article 1 shall have the meanings specified herein for all purposes of this Agreement:

- 1.1 Administrative Fees means the administrative fees identified in Exhibit B to this Agreement.
- 1.2 Authorized Representative means an individual who has been designated by the Plan and/or Member as authorized to file claims and /or appeals for Benefits on the Member’s behalf pursuant to a duly executed form approved by EVO.
- 1.3 Average Wholesale Price or AWP means the average wholesale price for a given pharmaceutical product as published by MediSpan and as updated on a weekly basis. In the rare instance where MediSpan does not have a published AWP for a particular prescription drug on the date that a pharmacy is submitting the claim, EVO will use its best efforts to identify a fair compensation to the pharmacy based on WAC; the amount billed to the client will be the exact amount reimbursed to the pharmacy.
- 1.4 Benefit Plan means the Company’s benefit plan(s) pursuant to which Covered Benefits are provided to Members.
- 1.5 Benefit Plan Information means the information required by EVO to process Claims and provide Services under this Agreement, including processing parameters, coverage rules, and other information related to each Benefit Plan, that is provided to EVO in accordance with this Agreement or that EVO





receives in the course of performing services under this Agreement. Benefit Plan Information also includes information regarding Claims except to the extent of any proprietary information of EVO.

1.6 Brand Drug The term brand drug shall mean the following: The multisource code field in Medi-Span contains an "M" (co-branded product), "O" (originator brand), or an "N" (single source brand); however, if the Multisource Code is "O" and there is a DAW Code of 3, 4, 5, 6, or 9, the drug shall be considered a generic drug. The parties agree that when a drug is identified as a brand drug, it shall be considered a brand drug for all purposes under this agreement.

1.7 Business Day means all days except Saturdays, Sundays, and EVO designated holidays. All references to "day(s)" in this Agreement are to calendar days unless "Business Days" is specified.

1.8 Claim means those requests for payment for prescription services, drugs, devices, supplies, or other related items that are processed through the online claims adjudication system or otherwise sent to and/or processed by or through EVO in accordance with the terms of this Agreement, including requests for payment from Participating Pharmacies and Member Submitted Claims. In no event will any requests for payment from a non-participating pharmacy or provider be treated as a Claim unless such non-participating pharmacy or provider is an Authorized Representative as set forth herein.

1.9 Covered Benefits mean those outpatient drugs, products, services, or supplies that are prescribed by a prescriber and covered under a Benefit Plan as set forth in the Benefit Plan Information.

1.10 Dispensing Fee means the fee charged to the Company for the filling of a single prescription for a member as set forth in Exhibit B.

1.11 Effective Date means the earlier of the date this Agreement is fully executed by EVO and the Company or the Implementation Date.

1.12 Formulary means the list of outpatient prescription drugs, devices, and supplies that are covered by the Benefit Plan according to the Benefit Plan Information.

1.13 Generic Drug means the multisource code field in Medi-Span contains a "Y" (generic). An item shall also be considered a generic drug if the Multisource Code is "O" and there is a DAW code of 3, 4, 5, 6, or 9. The parties agree that when a drug is identified as a generic drug, it shall be considered a generic drug for all purposes under this agreement. However, the parties also agree that if the PBM is provided any rebates or other financial benefits for any drug characterized under this agreement as a generic drug, the PBM shall be obligated to pass through all such rebates and financial benefits to client.

1.14 Identification Cards or ID Cards mean printed identification cards containing information about the Covered Benefits to which the Members are entitled.

1.15 Implementation Date shall have the meaning set forth in Section 11.1 of this Agreement.

1.16 Law means all applicable federal, state, and local laws, rules, regulations, acts, statutes, ordinances, codes, constitutions, charters, or orders of a government agency.

1.17 MAC means the then current maximum allowable cost payable for products on the applicable MAC List.



1.18 MAC List means a list of generic, brand, and over the counter drugs, supplies, and devices subject to maximum allowable cost pricing schedules, which such list(s) of drugs, supplies, and devices is developed, selected, and/or updated (including the addition to or removal of drugs, supplies, and devices) by EVO from time to time.

1.19 Member Contribution means that portion of the cost for each Covered Benefit dispensed to a member that is the responsibility of the Member, as set forth in the Benefit Plan Information.

1.20 Member List means the list of Members provided to EVO in accordance with the Agreement. The Member List shall be prepared, maintained, and updated by the Company, and delivered to EVO in accordance with this Agreement.

1.20 Member Submitted Claims means a Claim submitted by the Member or by the Member's Authorized Representative for coverage under a Benefit Plan for a prescription that was dispensed by a pharmacy for which the individual paid the full amount of the cost of the drug.

1.21 Members mean those individuals and their dependents who are entitled to Covered Benefits under a Benefit Plan as identified in the Member List in effect with EVO as of the date the Covered Benefit is provided.

1.22 Other Manufacturer Revenues means, without limitation, compensation or remuneration received or recovered, directly or indirectly, from a pharmaceutical manufacturer for administrative, educational, research, clinical program, or other services, product selection switching incentives, charge-back fees, market share incentives, drug pull-through programs, or any payment amounts related to the number of covered lives, formularies, or EVO's relationship with the Company.

1.21 Participating Pharmacies means those licensed pharmacies that have contracted directly with EVO or an affiliate or contractor of EVO to provide Covered Benefits for Members.

1.22 Pass-Through shall mean the method of charging the Company no more than the actual amount paid by EVO to a Network Pharmacy including all discounts, professional fees, taxes, and dispensing fees and is applicable to all participating Network Pharmacies. Regarding Rebates, Pass-Through shall mean all Rebate earnings received by EVO from manufacturers or rebate aggregators, including Administrative fees, will be retained by the Company.

1.23 Pharmaceutical Manufacturer means a pharmaceutical company that has entered into an agreement with EVO and/or a third-party contractor or rebate aggregator to provide Rebates for pharmaceutical products.

1.24 Rebates means all price concessions paid by a manufacturer or any other third-party (collectively, "Manufacturer") to EVO or its Rebate Aggregator regardless of how characterized by the Manufacturer, including rebates, discounts, credits, fees, manufacturer administrative fees, or other payments that are based on actual or estimated utilization of a Covered Drug or price concessions based on the effectiveness of a Covered Drug. Such term shall include, without limitation, "Other Manufacturer Revenue(s)".

1.25 Rebate Aggregator shall mean a vendor contracted with EVO to provide rebate management and administrative services as set forth in the rebate agreement between such vendor and EVO.



1.25 Wholesale Acquisition Cost or "WAC" shall mean the manufacturers' published catalog or list price for a drug product to wholesalers, as established and updated by MediSpan. Pricing shall be honored based on the accurate pricing from such national drug database as of the date dispensed.

## ARTICLE 2 - CLIENT OBLIGATIONS

2.1 Set-Up Forms. EVO may complete set-up form(s) with the Company, obtaining from the Company information related to Company's benefit structure, services selected, and/or other information related to the Company and its Benefit Plan with respect to Services to be provided hereunder. Such Set Up Form will only be effective if signed by the Company. The Company will cooperate with EVO in completing the set-up form(s). Upon receipt of the set-up form(s), the Company shall be responsible for promptly reviewing and confirming that the set-up form(s) is accurate and complete and notifying EVO in writing of any errors and/or inaccuracies.

2.2 Provision of Required Information. The Company shall provide to EVO information in a format and at a frequency required by EVO for EVO to perform the Services, including but not limited to, regular and timely: (i) Member Lists and (ii) Benefit Plan Information. The Company shall be solely responsible for ensuring the accuracy and completeness of its Member List and Benefit Plan Information provided to EVO. The Company shall be obligated to pay EVO for Claims accepted by EVO that are (i) submitted by or on behalf of persons listed as eligible on the Member List, and (ii) consistent with the Benefit Plan Information. Retroactive modification of the Member List and/or Benefit Plan Information will not relieve the Company of liability for those Claims processed prior to such modification(s).

2.3 Required Information for Government Reporting. EVO will provide all data and information to The Centers for Medicare & Medicaid Services (CMS) or their designee(s) to satisfy the group health plan (GHP) and GHP responsible reporting entity obligations under Section 111 of the Medicare, Medicaid, and SCHIP Extension Act of 2007 (the "SUPPORT Act") with respect to the prescription drug coverage administered by EVO in accordance with this Agreement. The Company will cooperate with EVO in collecting and providing the information necessary for EVO to satisfy its obligations hereunder, including but not limited to requesting the Tax Identification number and mailing address for Members.

2.4 Reliance on Company Information. EVO shall have the right to rely on the information and instructions provided by the Company in connection with this Agreement and the Services provided hereunder. Unless and until the Company notifies EVO in writing of any errors or inaccuracies in such information, the information contained therein will be deemed accurate, complete, and acceptable to the Company. Failure of the Company to timely provide to EVO the required information under Sections 2.1 and 2.2 in a format agreed to by the parties may result in postponement of the scheduled Implementation Date (or change date for updated information). The Company acknowledges and agrees that EVO may provide Participating Pharmacies and contractors with access to Member List information, Benefit Plan Information, and Claims data as permitted by this Agreement, and that EVO, EVO contractors, and Participating Pharmacies are entitled to rely on the accuracy and completeness of the information provided by the Company, whether provided electronically, manually, or otherwise except to the extent of any errors caused by EVO in the transmission of such information to such third parties. Further, EVO shall have the right to reasonably rely on instructions from the Company in connection with the provision of Services hereunder. This does not give the Company the right to impose requirements beyond those specified in the Agreement.



2.5 Member ID Cards. All ID Cards shall include information necessary for proper prescription drug claims adjudication following then current NCPDP standards and EVO requirements.

2.6 Review of Reports, Statements, and Invoices. Upon receipt from EVO of reports, statements, invoices, and service and/or benefit change requests by the Company or its designee(s), the Company shall be responsible for promptly reviewing and confirming that the reports, statements, invoices, and service and/or benefit change requests are accurate and complete and for promptly notifying EVO in writing of any errors or objections with respect thereto. Unless and until the Company notifies EVO in writing of any errors or objections within thirty (30) days from receipt of such report, statement, invoice, and service and/or benefit change requests, all the information contained therein will be deemed accurate, complete, and acceptable to the Company, and EVO shall have the right to rely on all such information.

2.7 Inquiries. EVO and the Company shall promptly notify each other in writing of all non-routine inquiries by government agencies (including insurance departments and other regulatory bodies), attorneys, Members, and/or others regarding this Agreement or Services provided hereunder to the extent permitted under applicable law. Any response to such inquiries by the Company is subject to the confidentiality provisions contained in Section 8 of this Agreement.

### **ARTICLE 3 – EVO OBLIGATIONS**

3.1 Provision of Services to the Company. EVO shall provide to the Company the services set forth in Exhibit A, and the services described in any attachment, addendum, work order, or amendment (including letter amendments) to this Agreement, all of which are incorporated by reference into this Agreement (“Services”). In providing services under this Agreement, EVO will endeavor to perform in a manner consistent with that highest degree of care and skill ordinarily exercised by members of the same profession under similar circumstances.

### **ARTICLE 4 – COMPENSATION AND PAYMENT**

4.1 Fees. In consideration of the Services provided by EVO, the Company will be responsible for paying EVO and will pay the claim amounts, administrative fees (as defined in Exhibit B), and any other applicable charge or fee pursuant to the terms set forth in Section 4.2 and Exhibit B, or listed elsewhere in the Agreement or in a corresponding attachment, addendum, work order, or amendment (including letter amendments) to this Agreement, all of which are incorporated by reference into this Agreement (collectively “Fees”) not to exceed \_\_\_\_\_ during the term of the contract.

4.2 Payment to EVO. EVO shall provide Company with a statement(s) (“Statement”) for fees due no more frequently than on a weekly basis. Upon receipt of each Statement from EVO, the Company shall remit the full amount of undisputed fees included in the Statement within fifteen (15) business days to EVO. In the event the Company reasonably disputes any amounts included on the Statement, they will provide written notice of such dispute to EVO within ten (10) days of receiving the statement. EVO and the Company will meet within thirty (30) days to discuss in good faith the disputed amounts. In the event EVO and the Company are unable to resolve the dispute within that 30-day period, the Company will pay the disputed amounts within ten (10) days of the end of the 30-day dispute period and such payment will be without prejudice.



4.3 Prompt Pay and Other Deposits. In the event any law requires payment of Claims (whether paper or electronic) to pharmacies and/or Members in less than thirty (30) days, then EVO may, in its sole discretion, require a deposit reasonably sufficient to cover such payments. The Company will provide EVO with the deposit(s) required hereunder within thirty (30) days of receipt of the request, which such deposit(s) EVO may retain until termination and/or use to make payments due pursuant to this Agreement or prompt payment laws.

4.4 Failure of the Company to Pay Timely. In the event the Company fails to pay any amount due under this Agreement as set forth herein, in addition to all other rights and remedies under this Agreement and at law and in equity, EVO shall have the following rights and remedies:

4.4.1 Interest and Other Charges. Should the Company fail to pay any amount due under this Agreement within the time frame set forth herein, Company shall be subject to interest charged on all undisputed amounts due at an amount equal to one percent (1%) per month, to accrue on a daily basis on any unpaid balances.

4.4.2 Suspension of Services. If fifteen (15) days have elapsed from the time any amount described in this Article 4 was due to EVO, and payment in full (including any accrued interest) has not been received at the EVO designated bank account, then EVO may suspend its services and system operations for the Company upon written notice to the Company provided all past due amounts (including interest) have not been cured in full within two (2) business days after receiving such a notice.

4.4.3 Offsets. In the event of any uncured payment default, the Company authorizes EVO to offset the amount of such payment defaults and collection costs against any Company related amounts otherwise payable to the Company (including, without limitation, any Rebate amounts or deposit, if any).

4.4.4 Status of Payments to Participating Pharmacies and Members. EVO is not required to render payments to Participating Pharmacies or Members for Claims unless and until EVO has received payment for the Claims from the Company. In the event EVO renders Claim payments to Participating Pharmacies and/or Members prior to receipt of Claims payment from said Party, such payments shall not constitute a waiver of any of EVO's remedies with respect to non-payment and shall not establish a course of dealing between EVO and the Company.

4.5 Not Plan Assets. The Company acknowledges and agrees that the Company, Benefit Plans, and Members do not have a property interest in any amounts paid to EVO under this Agreement. Amounts paid to EVO under this Agreement are not plan assets.

## ARTICLE 5 – RECORDS

5.1 Use of Information. The Company may use, reproduce, or adapt information obtained in connection with this Agreement, including, without limitation, claims data information and eligibility information, only as permitted by this Agreement and the Business Associate Agreement between EVO and the Company.

5.2 Ownership of Information. Without limiting the generality of Section 5.1, and subject to the restrictions set forth therein, all Benefit Plan Information is the property of the Company. The Company agrees that the aggregate compilations of information contained in any and all databases developed by



EVO or its designees, and any prior and future versions thereof, are the property of EVO and protected by copyright which shall be owned by EVO. In no event will the preceding sentence be interpreted or operate to limit or impede the Company's rights with respect to Benefit Plan Information.

5.3 Third Party Data Access. EVO will provide the Company's third-party vendors with access to Benefit Plan Information in EVO's possession upon the Company's request or direction. EVO may require such third-party vendors of the Company to execute a non-disclosure/confidentiality and/or license agreement prior to providing such data access. The Company represents and warrants that they shall have and maintain a business associate agreement with such third-party vendors.

5.4 Open Records Requests. The Company agrees to give EVO notice and five (5) business days time to oppose or request redactions or limitations on any disclosures under a third-party freedom of information or open records request pertaining to this Agreement and/or any proposals related hereto. Nothing in this paragraph shall inhibit Company's legal obligations to disclose records in compliance with Ohio's public records laws.

5.5 Right to Audit Claims and Business Records.

5.5.1 Company Audits. The Company, at its sole expense, may audit records of paid Claims annually during normal business hours following one hundred twenty (120) days written notice. The Company or its designee have the right to audit all financial aspects of EVO's business associated with the Company's claims, administrative fees, dispensing fees, rebates, pricing guarantees, prices, and any other financial guarantee or revenue source that is the result of Members' utilization under this Agreement annually following five (5) business days written notice. EVO shall cooperate fully in the audit and make available all books, records, contracts, including contracts with manufacturers for Rebates or Other Manufacturer Revenue, or any other documentation needed to verify compliance with the Agreement, with no additional charge to the Company. Except as otherwise set forth herein, EVO may not restrict who the Company may select as its designee to perform audits so long as the Company identifies its designee at the time notice of the audit is provided. EVO must ensure that their agreements with drug manufacturers, wholesalers, network pharmacies and/or other entities that EVO engages to perform the duties required under this contract, will not restrict who the Company may select as its designee to perform audits. Should a third party selected by the Company to perform the audit have a conflict of interest with EVO, as defined in accordance with standard accounting principles, the Company will agree to utilize the services of another third party provided that EVO has provided written notice of the conflict interest at least fourteen (14) business days after receiving the audit notice from the Company.

5.5.2 EVO Audits. EVO may, at its own expense and with no less than one hundred twenty (120) days advance written notice that also identifies the third-party designee, inspect and audit, or cause to be inspected and audited, once annually, the books and records of the Company directly relating to the existence and number of Eligible Persons and payment of invoices. Such audit must be performed, at the Company's discretion, on the Company's premises. Should a third party selected by EVO to perform the audit have a conflict of interest with the Company, as defined in accordance with standard accounting principles, EVO will agree to utilize the services of another third party provided that the Company has provided written notice of the conflict interest at least fourteen (14) business days after receiving the audit notice from EVO.

5.5.3 Government Audits. EVO will allow government agencies to audit services provided hereunder as and to the extent required by law. The Company shall provide EVO prompt written notice



upon learning that any such regulatory audit is to occur. With such notice, the Company shall provide EVO with a copy of the government agency's audit request (portions not relevant to EVO may be redacted).

## ARTICLE 6 – INDEMNIFICATION AND LIMITATION OF LIABILITY

6.1 Indemnity by EVO. EVO shall indemnify and hold the Company, and its officers, directors, shareholders, employees, successors, agents, and assigns (“Client Indemnitees”), harmless from and against any claims, liabilities, damages, judgments, or other losses (including attorneys’ fees) imposed upon or incurred by the Company’s Indemnitees arising out of or as a result of its material breach of this Agreement, any intentional acts or gross negligence of EVO, or its officers, directors, employees, contractors or other agents, in connection with the performance of any of their respective obligations under this Agreement.

6.2 Database Limitation. EVO and its contractors may rely on MediSpan in providing the Company with claims adjudication, drug utilization review, and other services under this Agreement. The data available from EVO and its contractors through the databases and Services identified in this Agreement is limited by the amount, type, and accuracy of information made available to EVO by the Company, Participating Pharmacies, Members, and prescribers. EVO has no obligation to acquire information about a Member beyond that provided as part of the Member List and Claims information submitted by Participating Pharmacies. EVO does not warrant the accuracy of reports, alerts, codes, prices, or other data contained in such databases. The clinical information contained in these databases and the Formulary is intended as a supplement to, and not a substitute for, the knowledge, expertise, skill, and judgment of physicians, pharmacists, and/or other healthcare professionals involved in Members’ care. The absence of a warning for a given drug or drug combination shall not be construed to indicate that the drug or drug combination is safe, appropriate, or effective for any Member.

6.3 Internet Security Limitation. The Company acknowledges that the internet is not a secure or reliable environment and that the ability of EVO to deliver internet services is dependent upon the internet and equipment, software, systems, data, and services provided by various telecommunications carriers, equipment manufacturers, firewall providers, and encryption system developers and other vendors and third parties. The Company acknowledges that use of the internet in conjunction with EVO’s services entails confidentiality and other risks that may be beyond EVO’s reasonable control.

6.5 Limitation of Liability. In no event shall EVO or any affiliate or contractor of EVO be liable to the Company or any affiliate of the Company for any indirect, special, or consequential damages or lost profits, arising out of or related to EVO’s and its contractor’s performance under this Agreement or breach hereof, even if EVO has been advised of the possibility thereof. EVO’s liability to the Company or any affiliate of the Company under this Agreement, if any, shall in no event exceed the total administrative fees (identified in Section 1 of Exhibit B) paid to EVO by the Company for the twelve (12) months prior to the date the claim is asserted or, if less than twelve (12) months have been paid at the time the claim is asserted, the maximum liability will not exceed an amount equal to the month with the highest fees paid multiplied by twelve (12). Further, neither EVO or the Company nor its affiliates or contractors will be liable for any claim asserted by the other more than thirty (30) days after the claim arose or after Company is or reasonably should have been aware of such claim. In addition, in no event will EVO or any affiliate or contractor of EVO be liable for any claim asserted by the Company more



than twelve (12) months after the event giving rise to the claim.

## **ARTICLE 7 - DISPUTE RESOLUTION PROCEDURE**

7.1 Resolution of Disputes. Any and all disputes, controversies, or claims and/or counterclaims (including without limitation tort claims, requests for provisional remedies or other interim relief, and issues as to arbitrability of any matter) arising out of, in connection with, or relating to this Agreement, or the breach thereof, that cannot be settled through negotiation (“Disputes”) shall be settled as follows:

7.1.1 Meet and Confer. EVO and the Company agrees to meet and confer in good faith to resolve any disputes that may arise under this Agreement within fourteen (14) days of a written notice of dispute from either EVO or the Company. Such good faith meets and confer shall be a condition precedent to the filing of any legal proceeding by either EVO or the Company.

## **ARTICLE 8 - CONFIDENTIALITY**

8.1 Confidential Information. The term “Confidential Information” means information of a confidential or proprietary nature relating to the subject matter described in this Agreement which is taken from or disclosed by one party (the “Disclosing Party”) by or to the other (the “Receiving Party”), whether prepared by a party, its advisors, or otherwise and whether furnished prior to or after the Effective Date. Confidential Information (whether oral or written) includes, but is not limited to, matters of a technical nature such as trade secrets, methods, compositions, data and know-how, designs, systems, processes, programs, files and documentation, similar items or research projects, and any information derived therefrom; matters of a business nature, such as the terms of this Agreement, the development of a pricing structure, all financial information and financial terms, pricing schedules, drug lists, formularies, policies, programs, operational procedures, Participating Pharmacy (including Premier Participating Pharmacy) contract terms, Pharmaceutical Manufacturer contract terms, marketing, sales, strategies, proposals, and lists of actual or potential Members, Participating Pharmacies (including Premier Participating Pharmacies), and Pharmaceutical Manufacturers; as well as any other information that is designated by either party as confidential. Without limiting the generality of the foregoing, for avoidance of doubt, EVO’s Confidential Information includes EVO’s reporting and other web-based and computer applications and systems, adjudication systems, system formats, and databanks; EVO’s Formulary, along with clinical and formulary management operations and programs; information and contracts relating to Rebates and other manufacturer revenue; drug pricing information; and contracts with Participating Pharmacies (including Premier Participating Pharmacies). The Company’s Confidential Information shall include but not be limited to all Benefit Plan Information, Protected Health Information (other than that part of Protected health Information that constitutes EVO’s Confidential Information) and other information related to the Benefit Plan. Confidential Information shall not include information which, as evidenced in writing: (a) is or becomes publicly known by the Receiving Party through no breach of this Agreement; (b) is learned by the Receiving Party from a third party entitled to disclose it; or (c) is rightfully obtained by the Receiving Party prior to this Agreement.

8.2 Treatment of Confidential Information. The Receiving Party agrees to hold the Disclosing Party’s Confidential Information in strict confidence and to take reasonable precautions to protect such Confidential Information (including, without limitation, marking such information as confidential and proprietary and using all precautions Receiving Party employs with respect to its own Confidential





Information). The Receiving Party shall only permit access and use of any Confidential Information to its employees and other individuals within the Receiving Party's organization, including its advisors, consultants, and contractors who need to use the information to perform such Receiving Party's obligations under this Agreement, who have been informed of the confidential and proprietary nature of the Confidential Information, and have been directed to treat the Confidential Information in accordance with the terms of this Agreement. The Receiving Party further agrees not to disclose any Confidential Information to any third party, not to use, analyze, transcribe, transmit, decompile, disassemble, or reverse engineer any Confidential Information unless required in the performance of the Receiving Party's duties under this Agreement, not to use any Confidential Information for its own or any third party's benefit unless authorized by this Agreement or by the Disclosing Party in writing, and not to alter or remove any legend, marking, or notice provided by the Disclosing Party on its Confidential Information regarding the confidential and proprietary nature of such information. The Company shall require their advisors, consultants, and contractors to enter EVO's standard non-disclosure agreement with EVO prior to the Company's disclosure of Confidential Information to such advisors, consultants, and contractors. Without limiting the generality of the foregoing, the Company will not, and will not permit any advisors, consultants, or contractors to, attempt to access EVO's systems or networks connected to EVO's systems by circumventing EVO's system access control measures (e.g., *hacking, password mining, etc.*) or breach the security or authentication measures of EVO's systems and networks. The Receiving Party shall be responsible for any failure of its employees and other individuals within such Receiving Party's organization, including its advisors, consultants, and contractors, to comply with the terms of this Article 8. The Receiving Party may make disclosures required by law or court order provided Receiving Party has given the Disclosing Party immediate written notice of the request so that the Disclosing Party can object or otherwise intervene and provided that the Receiving Party uses diligent, reasonable efforts to limit disclosure and to obtain confidential treatment or a protective order.

8.3 No Transfer of Right or Title. Receiving Party acknowledges that it shall not acquire any rights or title to any Confidential Information merely by virtue of its use or access to such Confidential Information hereunder. Neither the execution of this Agreement nor the furnishing of any Confidential Information hereunder shall be construed as granting the Receiving Party, either expressly, by implication, or otherwise, any license under any invention or patent now or hereafter owned by or controlled by the Disclosing Party. None of the information that may be submitted or exchanged by EVO, or the Company shall constitute any representation, warranty, assurance, guarantee, or inducement by a party to the other with respect to the infringement of patents, copyrights, trademarks, trade secrets, or any other rights of third persons.

8.4 Remedies. EVO and the Company agrees that any disclosure or use of Confidential Information in violation of this Article 8 would cause immediate and irreparable injury or loss that may not be adequately compensated by monetary damages. Therefore, in the event of any breach or threatened breach of this Article 8, each party shall be entitled to injunctive relief and specific performance, enjoining, or restraining such breach or threatened breach, in addition to all other remedies available at law or in equity.

## ARTICLE 9 – COMPLIANCE

9.1 Compliance with Law. The Company will comply with all laws applicable to it and the Benefit Plans. EVO is responsible for complying with all laws applicable to it and the services it provides in



accordance with this Agreement. EVO makes no representation or warranty that the Benefit Plan is in compliance with any law that applies to the Company, and EVO has no responsibility to advise the Company about the Company's compliance with any applicable law; however, EVO does warrant and represent that its policies and procedures that facilitate the administration of the Benefit Plan as set forth herein comply with applicable law. Without limiting the generality of the foregoing, the Company has obtained, or will obtain, all Member authorizations required by law for EVO to perform the Services provided for in this Agreement or in any amendment or addendum hereto, as well as for EVO to contact Members, their physicians, and Participating Pharmacies in order to perform any of the activities contemplated by this Agreement. The Company will disclose to Members and others as required by law, any and all matters that are required by law to be disclosed by the Company as applicable, including matters relating to the Benefit Plan or the Services provided hereunder; information relating to the calculation of Member Contribution or any other amounts that are payable by a Member in connection with the Benefit Plan; information about Rebates or other discounts on pharmaceutical products, irrespective of whether the Company retains or allows EVO or others to retain all or a portion of any Rebates or discounts; and information about commissions, revenue sharing, fees, allowances, incentives, adjustments, discounts. The Company will be responsible for reporting and remittance obligations with respect to escheatment/dormant property laws (*e.g., in connection with returned payments related to Members*). If this Agreement, or any part hereof, is found not to be in compliance with applicable law, then EVO and the Company shall renegotiate the Agreement for the sole purpose of correcting the non-compliance.

9.2 Change in Law or Practice. If there is an amendment, addition, deletion, or other change, or change in interpretation thereof, in federal or state laws, or any government, judicial, or legal action, or any drug industry practice, or any policy, underwriting or management practice of a regulatory body, NCQA, or the Company, after the Effective Date that, among other things, materially burdens EVO or materially alters EVO's rights and/or obligations hereunder, requires EVO to increase or decrease payments or shorten payment times to Participating Pharmacies, or materially changes the scope of services hereunder, then EVO may propose a modification of the services, reimbursement rates, administrative fees, other service fees, and/or Rebates hereunder to preserve each party's anticipated benefits under this Agreement. If EVO and the Company are unable to agree upon an appropriate modification, EVO may terminate this Agreement on sixty (60) days prior written notice to the Company of the proposed.

9.3 HIPAA/HITECH Compliance. EVO is not a "Covered Entity" under HIPAA/HITECH. For the purposes of this Agreement, EVO is deemed to be a "Business Associate" of the Company as such term is defined in HIPAA/HITECH, and EVO and the Company agree to execute a Business Associate Agreement.

## **ARTICLE 10 – RELATIONSHIP OF THE PARTIES**

10.1 Exclusivity. The Company agrees that EVO shall be the sole and exclusive provider of the Services under this Agreement to the Company during the Term of this Agreement.

10.2 EVO Acting in Ministerial Capacity. EVO and the Company acknowledge that EVO is a service provider of the Company as defined in Employee Retirement Income Security Act ("ERISA") at Section 3(14)(B) and is acting in a ministerial capacity in the performance of its obligations under this Agreement



except as otherwise expressly set forth herein. Nothing in this Agreement shall be construed or deemed to confer upon EVO any responsibility for or control over the terms or validity of the Company's Benefit Plan, and EVO shall have no discretionary authority over or responsibility for the Company's Benefit Plan except as expressly set forth herein. The Company acknowledges and agrees that neither it nor the Benefit Plan intends EVO to have any control over the Company's Benefit Plan or its funds (as defined under state or federal law, including ERISA at 29 U.S.C. Sections 1001 et seq. and the regulations promulgated thereunder). Neither the Company nor Benefit Plan will name EVO or any of EVO's affiliates or contractors as a Plan fiduciary except as otherwise expressly set forth herein, specifically in Section 10.2.1 below. EVO is not an insurer, plan sponsor, provider of health services to Members, and EVO shall have no responsibility for: (i) any funding of the Company's benefits; (ii) any insurance coverage relating to the Company or any plan contract of the Company or Members; or (iii) the nature or quality of the health care services provided by health care providers.

**10.2.1 EVO's Fiduciary Authority.** Pursuant to 29 U.S.C. Section 1105(c)(1) of ERISA, Company delegates to EVO fiduciary authority to determine prescription drug benefit claims for benefits under the Plan as well as the authority to act as the appropriate fiduciary under 29 U.S.C. Section 1133 (Section 503 of ERISA) to determine appeals of any adverse benefit determinations under the Plan. EVO shall administer complaints, appeals and requests for independent review according to the Plan's appeals policy, and any applicable law or regulation, unless otherwise provided in the Plan. In carrying out this authority, EVO is delegated full discretion to determine benefits under the Plan and to interpret the terms of the Plan as necessary to make such determination. EVO is a fiduciary of the Plan only to the extent necessary to perform its obligations and duties as expressed in this Agreement and only to the extent that its performance of such actions constitutes fiduciary action under ERISA and this Section 10.2.1. EVO will carry out such duties in accordance with the provisions of 29 U.S.C. Sections 1104 (Section 404 of ERISA).

**10.3 Use of Subcontractors.** The Company acknowledges and agrees that EVO may subcontract its obligations set forth herein (e.g., clinical services and programs, pharmacy network, claims system, call centers, etc.), provided that such contractor agrees to perform the services as set forth herein. In EVO's sole discretion, any reference to EVO's systems, processes, or documents herein may include an EVO contractor's system, process, and/or document.

**10.4 Performance Outside of the United States.** EVO and/or its contractors may perform Services at a location outside of the United States with the express, advance written approval of the Company. In the event EVO performs or permits any contractor to perform any Services at a location outside of the United States, EVO shall comply, and will require any such contractors to comply (in addition to the obligations set forth in Section 10.3), with applicable law, including HIPAA.

**10.5 Independent Contractors.** The Company and EVO are independent entities and nothing in this Agreement shall be construed or be deemed to create a relationship of employer and employee or principal and agent or franchiser and franchisee or any relationship, fiduciary or otherwise, other than that of independent parties contracting with each other solely for the purpose of carrying out the provisions of this Agreement. The Company acknowledges that in the event EVO subcontracts its obligations set forth herein, such contractors are independent contractors of the Company, and EVO shall have no liability to the Company or any Member for a claim resulting from any act or omission of any contractor or its agents or employees.

**10.6 Relationship to Participating Pharmacies.** Participating Pharmacies are independent contractors



and not subcontractors or agents of EVO, and EVO does not exercise any control over the professional judgment of any pharmacist dispensing prescriptions or otherwise providing pharmaceutical related services at a Participating Pharmacy. As a result, EVO shall have no liability to the Company or any Member for a claim resulting from any act or omission of any Participating Pharmacy or its agents or employees.

10.7 Insurance. Each party shall maintain or obtain (as applicable), with respect to the activities in which such party engages pursuant to this Agreement, professional liability (errors and omissions) insurance and general liability insurance in amounts reasonable and customary for the nature and scope of business engaged in by such party. Upon request, such party shall promptly deliver to the other party evidence of such insurance.

## ARTICLE 11 - TERM AND TERMINATION

11.1 Term. The Services under this Agreement will be implemented as of the Effective Date (“Implementation Date”) and will continue for two (2) years (“Initial Term”) and may be terminated earlier or extended in accordance with the terms of this Article 11. This Agreement will automatically renew for subsequent twelve (12) month terms unless (i) EVO provides written notice to the Company at least one hundred eighty (180) days prior to the end of the then current term that EVO will not renew or (ii) the Company provides written notice to EVO at least thirty (30) days prior to the end of the then current term that the Company will not renew.

### 11.2 Termination.

11.2.1 Termination with Cause. This Agreement may be terminated at any time by either EVO, or the Company based on a material breach of any provision of this Agreement, provided that sixty (60) days’ advance written notice of such material breach shall be given to the other party and the breach remains uncured at the end of this sixty (60) day period.

11.2.2 Termination for Convenience. The Company may terminate this agreement at any time after the first year of the contract by providing EVO with no less than sixty (60) days advance written notice of its intent to terminate. EVO may terminate this agreement after the first year of the contract by providing the Company with no less than ninety (90) days advance written notice of its intent to terminate.

11.2.3 Termination Due to Non-Payment. Notwithstanding any other provision in this Agreement (including Section 11.2.1 above), in the event the Company fails to timely wire EVO the full amount due for each Statement (and any interest accrued thereon) as set forth in this Agreement, EVO may terminate this Agreement upon two (2) business days’ written notice to the Company provided all past due amounts (including interest) have not been cured in full within two (2) business days after receiving such a notice.

11.2.4 Termination Due to Impairment. Notwithstanding any other provision in this Agreement, this Agreement may be terminated upon notice by EVO: (i) if any court or governmental or regulatory agency issues the Company an order or finding of impairment or insolvency or issues an order to cease and desist from doing business; (ii) if the Company fails to obtain required regulatory approvals in connection with the Company and/or the Benefit Plan; (iii) if the Company makes an assignment for the



benefit of creditors, has a voluntary or involuntary petition filed under Title 11 of the United States Code (or any similar statute now or hereafter in effect), or has a receiver, custodian, conservator, or trustee appointed with respect to all or a substantial part of its property.

**11.3 Effect of Termination.** Upon termination of this Agreement:

11.3.1 All further obligations of EVO and the Company under this Agreement shall terminate, but no termination under this Agreement shall affect the rights and obligations of EVO and the Company accruing prior to the effective date of such termination.

11.3.2 All Confidential Information provided by either EVO or the Company, except for Confidential Information required by law to be retained, shall be immediately returned by the Receiving Party, or the Receiving Party shall certify to the Disclosing Party that such materials have been destroyed; however, EVO shall be entitled to (a) retain copies of the Company's Confidential Information with the Company's consent, which the Company will not unreasonably withhold.

11.3.3 Should EVO have a deposit from the Company, such deposit shall be reduced by any offsets for payment defaults, interest, and collection costs, and thereafter will be returned, without interest, to the Company within one hundred eighty (180) days following the greater of termination of the Agreement or cessation of Services.

11.3.4 EVO and the Company shall, in all events, remain bound by and continue to be subject to the following provisions: Sections 4.4.1, 4.4.4, Article 5, Article 6, Article 7, Article 8, Sections 10.5, 10.6, 11.3, Article 12, and any other provision which by its nature survives termination.

11.3.5 Upon termination of this Agreement, EVO and the Company will mutually develop a run-off plan providing for: (i) Company's notification to Members of the timing of any transition to a successor pharmacy benefit administrator/manager at least thirty (30) days prior to the effective date of such termination; (ii) EVO's provision of standard claims data and open prior authorization files for transition to the successor pharmacy benefit administrator/manager in accordance with EVO's standard protocol; and (iii) whether EVO will process Claims for prescriptions filed during the Term but submitted to EVO after the termination date. The Company will pay EVO in accordance with this Agreement for any fees for Services provided during any run-off period.

**ARTICLE 12 - GENERAL PROVISIONS**

12.1 Successors and Assigns. Neither this Agreement nor any of the rights, interests, or obligations hereunder may be assigned by either EVO or the Company (whether by operation of law or otherwise) without the prior written consent of the other. Notwithstanding the foregoing, no consent shall be required in the event of a Change of Control. A "Change of Control" shall occur if as a result of one or a series of related transactions: (i) all or substantially all the assets of EVO or the Company are disposed of to any entity not wholly owned and controlled by EVO or the Company, outside the ordinary course of EVO or the Company's business; (ii) EVO or the Company effects a merger with one or more other entities in which EVO or the Company is not the surviving entity; or (iii) EVO or the Company engages in a transaction that results in any entity holding securities possessing a majority of the voting power that does not hold such voting power as of the time of this Agreement. If EVO or the Company experiences a Change of Control, they shall promptly provide the other with written notice in the event of any transaction(s) resulting in a Change of Control, as well as an Officer's Certificate from the successor entity, agreeing to be bound by the terms and conditions of this Agreement. This Agreement shall be



binding upon, inure to the benefit of, and be enforceable by the parties and their permitted successors and assigns.

12.2 Further Assurances. EVO and the Company represent and warrant that it has the necessary power and authority to enter into this Agreement and to consummate the transactions contemplated herein. EVO and the Company agree to execute and deliver to the other party any instruments and other documents, and to take such other actions as the other party may reasonably request at any time during the Term of this Agreement for the purpose of carrying out or evidencing any of the transactions contemplated by this Agreement.

12.3 Choice of Law. This Agreement shall be construed, interpreted, and governed according to the laws of the State of Ohio without regard to its conflict of laws and rules.

12.4 Force Majeure. Except for payment obligations set forth in this Agreement, the obligations of EVO and the Company hereunder shall be suspended to the extent that all or part of this Agreement cannot be performed due to causes which are outside the reasonable control of a party and could not be avoided by the exercise of due care, including but not limited to acts of God, acts of a public enemy, acts of a sovereign nation or any state or political subdivision or any department or regulatory agency thereof or entity created thereby, acts of any person engaged in a subversive or terrorist activity or sabotage, fires, floods, earthquakes, explosions, strikes, slow-downs, lockouts or labor stoppage, freight embargoes, failures or fluctuations in electrical power or telecommunications equipment, or by any enforceable law, regulation, or order. As soon as the force majeure conditions cease, EVO and the Company shall resume their respective obligations as set forth under this Agreement.

12.5 Entire Agreement. This Agreement, including the exhibits (all of which are incorporated herein) and any such other agreement(s) applicable to the Company's use of EVO's tools or services constitutes the entire agreement among the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, both written and oral, among the parties with respect to the subject matter hereof.

12.6 Amendment. Except as otherwise provided in this Agreement, this Agreement or any part or section of it may be amended at any time by mutual written consent of duly authorized representatives of EVO and the Company.

12.7 No Third-Party Beneficiaries. This Agreement is intended solely for the benefit of each party hereto and their respective successors or permitted assigns, and it is not the intention of the parties to confer third party beneficiary rights. This Agreement is not a third-party beneficiary contract and does not confer any such rights upon any third party (including, without limitation, any Members).

12.8 Use of Name. Neither party shall use the name, trade names, trademarks, service marks, or logos of the other party or any affiliated company of the other party in any advertising or promotional material, presently existing or hereafter established, except in the manner and to the extent permitted by prior written consent of the other party.

12.9 Notice. Any notice required or permitted by this Agreement, unless otherwise specifically provided for in this Agreement, shall be in writing and shall be deemed given one (1) day following delivery to a nationally reputable overnight courier addressed as follows:



To EVO: Evo First, Inc.  
Attn: William Miller, CEO  
10645 N Tatum Blvd, Suite 200-203  
Phoenix, AZ 85028

To the Company: Warren County  
Attn: Tammy Whitaker  
406 Justice Drive  
Lebanon, OH 45036

Either party may at any time change its address for notification purposes by mailing a notice stating the change and setting forth the new address.

12.10 Waiver. Any term or condition of this Agreement may be waived at any time by the party that is entitled to the benefit thereof, provided such waiver is in a signed writing. No waiver by any party of any term or condition of this Agreement, in any one or more instances, shall be deemed to be or construed as a waiver of the same or other term or condition of this Agreement on any future occasion.

12.11 Severability. In the event that any provision of this Agreement shall be determined to be invalid, unlawful, void, or unenforceable to any extent by a court of competent jurisdiction or by a legal opinion letter drafted by a party's outside legal counsel, the remainder of this Agreement, shall not be impaired or otherwise affected, will be construed to preserve the intent and purpose of this Agreement, and shall continue to be valid and enforceable to the fullest extent permitted by law. The parties agree to negotiate in good faith to modify any invalidated provisions to preserve each party's anticipated benefits under this Agreement; provided, however, that if the parties are unable to reach agreement and either party reasonably believes that the severed provisions render the resulting Agreement inequitable, such party may terminate this Agreement upon sixty (60) days' prior written notice.

12.12 Counterparts. This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement and shall become effective when all counterparts have been signed by each of the parties and delivered to the other party, it being understood that all parties need not sign the same counterpart.

12.13 Construction. The parties acknowledge that each party and its counsel have reviewed and revised this Agreement and that consequently any rule of construction to the effect that any ambiguities are to be resolved against the drafting party is not applicable in the interpretation of this Agreement or any amendments or exhibits hereto.

12.14 Headings. The headings of Articles, Sections, and Exhibits contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]



IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized officers or agents as of the date first above written.

Evo First, Inc.

Warren County

[Signature]  
SIGNATURE

[Signature]  
SIGNATURE

William Miller  
NAME

Tammy Whitaker David G. Yang  
NAME

CEO  
TITLE

Benefits & Risk Manager President  
TITLE

November 11, 2024  
DATE

12-03-2024  
DATE

APPROVED AS TO FORM

[Signature]  
Kathryn M. Horvath  
Asst. Prosecuting Attorney





## **EXHIBIT A**

### **SERVICES**

#### **1. ELIGIBILITY SUPPORT**

The Company's Member List data shall be loaded into the claims system by the Implementation Date provided EVO receives the Member List from the Company in accordance with Section 2.2 of the Agreement, and thereafter within five (5) business days from receipt of such data.

The Company's Members shall receive Benefit Plan ID Cards upon acceptance of the Benefit Plan by the Company and in accordance with the implementation plan agreed to between EVO and the Company as a part of the Implementation Plan.

Replacement Benefit Plan ID Cards can be self-printed by the Member through the Member Website or requested via the Member Call Center and will be provided upon request.

#### **2. BENEFIT PLAN SUPPORT**

The Company's Benefit Plan Information shall be loaded and implemented into the claims system by the Implementation Date provided EVO receives the Benefit Plan Information from the Company in accordance with Section 2.2 of the Agreement, and thereafter no more than ten (10) days for standard changes in any Benefit Plan Information unless it requires custom coding (e.g., for a new benefit set-up), in which case EVO and the Company shall agree upon the implementation date of such changes.

EVO may provide the Company with modeling and analytics for the Company's consideration in an effort to assist Company in maximizing Benefit Plan efficiency and minimizing costs.

Benefit Plan setup and ongoing support includes the setup and maintenance of adjudication system rules which may include:

- Effective and termination dates for Benefit Plan or Members
- Accumulated benefits
- Formulary and related limitations
- Copay strategies (fixed or tiered)
- Coordination of benefits (COB)
- Concurrent Drug Utilization Review (DUR)
- Pharmacy Network
- Pharmacy Reimbursement
- Prescriber Network

#### **3. STANDARD CLAIMS PROCESSING SERVICES**

Standard claims adjudication processing services shall be provided, including processing Claims received from Participating Pharmacies to determine whether such Claims qualify for reimbursement in accordance with the Member List and the terms of the Benefit Plan. Standard claims adjudication processing services include the initial claim and all levels of appeal identified



in the Benefit Plan Information and as other required by ERISA and the Affordable Care Act (and the regulations issued thereunder

Standard claims processing services include the following:

- o Claims submitted online by Pharmacy.
- o Paper based claim submissions by Pharmacy (via secured fax, email, or mail)
- o Member submitted claims (via secured fax, email, or mail)
- o Coordination of benefits (COB) claims

Standard claims processing services do not include subrogation claims, and/or reprocessing/retroactive claims adjustments, which may be subject to additional fees.

If EVO makes any payment under this Agreement to an ineligible person, or if more than the correct amount is paid, EVO will make a diligent effort to recover any such payment made to or on behalf of an ineligible person or any overpayment. However, in no event shall EVO be liable to the Company or any third party for such overpayment or payment error, unless EVO would otherwise be liable under another provision of this Agreement.

EVO shall process retail prescriptions to ensure that at the point of sale, Members pay the lowest of: (a) the applicable co-payment or co-insurance under the Plan; (b) the pharmacy's Usual and Customary price, including the pharmacy's sale price or available discounts (for example, cash-pay discounts or participating in retailer's generic drug discount program), if any; (c) the allowable claim amount for the prescription drug; or (d) the contracted discounted Average Wholesale Price (AWP) or Maximum Allowable Cost (MAC) price plus the dispensing fee.

#### 4. PHARMACY NETWORK – RETAIL

EVO will maintain a Participating Pharmacy network reasonably necessary to provide services under the Company's Benefit Plan, including pharmacy network contracting and administration; on-line messaging to pharmacy, including concurrent drug utilization reviews (DUR); processing and payment of standard electronic pharmacy Claims; provider toll-free call center for inquiries from Participating Pharmacies and physicians regarding the services provided by EVO under this Agreement (including providing answers to pharmacists and physicians on questions regarding Member eligibility, Benefit Plan guidelines, Member Contribution, Claims submission, and Claims payment); pharmacy portal from which Participating Pharmacies may also access information and contact EVO; and audits of Participating Pharmacies in accordance with EVO standard audit guidelines and policies to determine Participating Pharmacy compliance with its participation contract (EVO will make reasonable attempts to collect any overpayments made to Participating Pharmacies as determined through such audits and will not be required to institute any action to collect any overpayments). Participating Pharmacies may be added to or removed from the pharmacy network.

Participating Pharmacy network includes support of contracts covering all national and regional pharmacy chains and/or third-party network providers, covering approximately 60,000 pharmacies or more within the continental United States and Puerto Rico which have a material impact to the Company and its customers business. Participating Pharmacy network covers primary and Coordination of Benefit (COB) claim adjudication within all national and regional pharmacy chains referred to above.



Financial Management and Support. Pharmacy Network includes the reimbursement and financial support for programs including:

- Pharmacy Reimbursement
  - 835/EFT Setup for requesting pharmacies
  - Automated 835 delivery to pharmacies via SFTP
  - Automated Electronic Funds Transfer to pharmacies
  - Check and Explanation of Benefit (EOB) delivery to pharmacies (paper based)
  - Payment dispute resolution
- Daily Claims Files/Feed
- Semi-Monthly or Monthly Files/Feeds
  - Pharmacy Invoicing summary and detail by group on claim count and dollars (3 files)
- Monthly Fees Invoicing

The Company's financial cycle will be semi-monthly and is scheduled to run on the 15<sup>th</sup> day of every month and the last day of every month.

## 5. PHARMACY NETWORK – ALTERNATE NETWORKS

EVO has several options for Mail Order and Specialty pharmacies, which follow the same guidelines of other Participating Pharmacies. EVO will discuss options for Mail Order and Specialty pharmacy networks integration into the Benefit Plan with the Company to determine the strategies for use of these alternate networks as potential for additional cost savings.

## 6. MEMBER /PARTNER/PHARMACY SUPPORT SERVICES

EVO shall provide call center and a toll-free phone line for inquiries from Members/Partners/Pharmacies directly related to Services provided by EVO under this Agreement (including providing answers to questions regarding Member eligibility, Benefit Plan guidelines, Member Contribution, Claims submission, and Claim payment).

Direct Member/Patient Reimbursement Processing (DMR). Processing of Direct Member/Patient Reimbursement requests including DMR claim receipt via mail, email, or fax. Includes DMR call handling and patient instruction distribution. Includes DMR check printing and mail delivery, as well as DMR exception handling and reject processing.

Universal Claim Form Processing. Processing of Universal Claims Form requests including UCF claim receipt via mail, email, or fax. Includes UCF call handling and pharmacy instruction distribution. Includes UCF check printing and mail delivery, as well as UCF exception handling and reject processing.

## 7. REBATE CONTRACTING AND ADMINISTRATION

The Company may be eligible to receive Rebates from certain Pharmaceutical Manufacturers for Covered Benefits dispensed during the Term of this Agreement to Members who are covered by a Benefit Plan that meet required criteria (e.g., compliance with Pharmaceutical Manufacturer required Formulary requirements; compliance with eligibility inclusion criteria of the respective



Pharmaceutical Manufacturers, rebate contractor or aggregator, and EVO). The Company acknowledges that whether and to what extent Pharmaceutical Manufacturers are willing to provide Rebates to the Company will depend upon the Benefit Plan adopted by the Company, as well as EVO receiving sufficient information regarding each Claim that is submitted to Pharmaceutical Manufacturers for Rebates. As long as the Company remains eligible for Rebates, EVO shall, on behalf of the Company, receive the Rebates paid by Pharmaceutical Manufacturers and/or third party rebate contractor or aggregator for eligible Claims under this Agreement, and shall issue payment to the Company on a monthly basis for all such Rebates received, reconciled, and verified by EVO during the preceding month, if any, net of the fees set forth herein (in Exhibit B) owed to EVO in consideration of its rebate administration services. The Company acknowledges and agrees that it shall not have a right to interest on, or the time value of, any Rebate payments received by EVO or monies under this Agreement and that Rebate payments will not be issued to the Company unless this Agreement has been executed by EVO and the Company. Upon termination of this Agreement, EVO may delay remittance of Rebates to the Company to allow for final adjustments. The Company waives, releases, and forever discharges EVO from any claims, demands, losses, attorneys' fees, costs, expenses, or liabilities of any nature, whether known or unknown, arising from (i) a failure by a Pharmaceutical Manufacturer or third party contractor or rebate aggregator to pay any Rebate; (ii) a breach of an agreement by a Pharmaceutical Manufacturer or third party rebate contractor or aggregator related to this Agreement; or (iii) negligence or misconduct of a Pharmaceutical Manufacturer or third party rebate contractor or aggregator.

EVO will provide a report to the Company within fifteen (15) days of receipt of the Pharmaceutical Manufacturers, rebate contractor or aggregator report to EVO.

#### **8. REPORTING AND DATA ACCESS**

EVO will provide its standard reporting package to the Company.

Reporting access will be restricted to agreed-upon users and limited to users within the Company or related Benefit Plan administrators.

#### **9. PLAN CONSULTATION**

Reviews of plan results will be performed once per quarter or less frequently, as requested by and coordinated with the Company. EVO and related Benefit Plan administrators may consult with the Company on recommended strategies for additional savings by reviewing analytics results, and may include, but are not limited to, the following strategies for additional savings:

- Alternative Pharmacy Networks
  - Mail Order
  - Specialty
  - Lower-price Retail
- Patient Savings Programs
- Formulary
  - Generic substitutions
  - Brand alternatives
  - Step therapy



- Alternative Copay structures
- Contribution models
- Click to Save alerts to Members

EVO and the Company are not obligated to implement recommendations arising from the Plan Consultation, and implementation of recommendations may be subject to additional fees to be agreed upon in writing by EVO and the Company.

#### **10. COMMERCIAL CLINICAL SERVICES AND PROGRAMS**

At the Company's request, EVO shall administer the rules and conditions established or maintained by EVO under which certain drugs or drug classes or categories may be approved as a covered benefit pursuant to the prior authorization protocols established or adopted by EVO. EVO will modify, add, or delete the Company's protocols with thirty (30) days' prior written notice from the Company.

At the Company's request, EVO shall administer the rules and conditions established or adopted by the Company under which certain drugs or drug classes or categories may be approved as a covered benefit pursuant to the prior authorization protocols established or adopted by the Company. The Company acknowledges and agrees that EVO's review will be a non-discretionary review based on objective written protocols received from or adopted by the Company and the limited amount of patient information available to EVO. EVO will not undertake, and is not required hereunder, to make an independent determination of medical necessity or appropriateness of therapies or to make diagnoses or substitute EVO's judgment for the professional judgment and responsibility of the physician. The Company may, in its sole discretion, adopt EVO's prior authorization protocols or those established by the Company or a mixture of both. EVO will modify, add or delete the Company's protocols with thirty (30) days' prior written notice from the Company. The Company acknowledges that under no circumstances will EVO have any liability for authorizing or denying coverage in accordance with the Company's Benefit Plan or written protocols.



**EXHIBIT B**

**FEES**

**1. Administrative Fees**

\$6.50 per net paid claim (“Administrative Fee”)

**2. Pharmacy Network Pricing**

EVO is entering into this contract with the Company for an administrative fee only, with a direct pass-through drug pricing model. The Company will be billed for drug costs using the lower of methodology comparing MAC, plus the dispensing fee, calculated AWP discount plus dispensing fee, pharmacy submitted price or Usual and Customary price. What we pay the pharmacy is what the plan pays for prescriptions. EVO uses AWP discounts as well as an extensive list of over 2000 drugs on our monthly Maximum Allowable Cost (MAC) List as a price point.

Pricing of Single Source Generics will be priced as negotiated with individual pharmacy provider either using generic MAC pricing, AWP generic discount, or the AWP brand discount rate.

**3. Full Transparency**

EVO will fully disclose contracted rates with Network Pharmacies for branded and generic products, including MAC pricing, upon request from the Company. Pursuant to its Pass-Through Pricing philosophy, EVO will charge the Company the price and no more than the amount paid to Network Pharmacies, including all discounts and dispensing fees.

**4. Other Service Fees**

<b>Direct Member Reimbursement</b>	\$5.00
<b>Universal Claim Forms</b>	\$5.00
<b>Prior Authorizations</b>	\$50.00
<b>Prior Authorization Appeals</b>	\$50.00
<b>Pharmacy &amp; Member/Patient Call Support Services</b>	Included
<b>Pharmacy Network &amp; Financial Support</b>	Included
<b>Portal &amp; Reporting and Analytics</b>	Included
<b>Standard Call Center Support</b>	Included
<b>Formulary Maintenance</b>	Included
<b>Custom Formulary</b>	\$165/hour
<b>New Program Setup</b>	Included



<b>Eligibility Support</b>	Included
<b>Program Maintenance – Commercial Programs</b>	Included
<b>Reprocessing/Retroactive Claim Adjustments (at Client’s request)</b> <i>The Company is not entitled to a refund of any fees or other amounts already paid to EVO and/or Participating Pharmacies.</i>	Custom Pricing upon request
<b>Custom, Non-Standard, or Additional Services or Materials</b> <i>Custom or non-standard services, forms, materials, or documents, or standard services, forms, materials, or documents in an amount which EVO determines to be over and above the services in this agreement as requested by the Company. Such services shall be set forth in a separate SOW with appropriate description, timing, and associated not to exceed cost estimates. *No work will be performed and billed without the prior written approval of the Company’s CEO, President or CFO.</i>	\$165/hour
<b>Travel and Expenses as requested by the Company</b>	As incurred
<b>Rebates Processing (per monthly process)</b>	\$80

**5. Pricing Terms and Conditions and Financial Disclosures**

5.1 The implementation of programs or services not selected as of the Effective Date or additional programs, or services not specified in this Agreement may be subject to the then current pricing for such programs and/or services.

5.2 EVO may change the fees hereunder, effective on or after the close of the Initial Term or any Renewal Term of this Agreement, upon not less than one hundred eighty (180) days’ notice to the Company. If any change in such fees is not acceptable to the Company, then the Company shall so notify EVO in writing within thirty (30) days of the receipt of the notice of change, in which case EVO and the Company shall work together in good faith to resolve the objection. If EVO and the Company are unable to resolve the objection, then either party may provide notice of non-renewal/termination in accordance with Section 11.1 of the Agreement. If the Company does not timely provide a written objection to EVO, the new fees shall be effective as of the first day of the next Renewal Term. If the Company does timely provide a written objection to EVO and the objection is not resolved, but the Company does not timely provide notice of non-renewal/termination in accordance with Section 11.1 of the Agreement, the new fees shall be effective as of the first day of the Renewal Term.

5.3 The financial terms set forth in this Exhibit B are conditioned on EVO being the exclusive provider of Services for the Company and such other specified conditions incorporated herein. In the event one or more of the following occurs, EVO will have the right, upon notice, to make an equitable adjustment to the administrative fee and/or other service fees as necessary to return EVO to its contracted economic position as of the effective date of such event: (a) there is a material change in the conditions or assumptions utilized by EVO in providing the pricing



stated in this Agreement or (B) there is a material change in market trends or in the regulatory requirements related to the Services provided.

5.4 EVO and the Company understand there are market, industry, legal, government, regulatory, and other third-party forces and activities which could lead to changes relating to, or elimination of, the AWP pricing benchmark that could alter the financial positions of EVO and the Company as intended under this Agreement. EVO and the Company agree that their mutual intent has been and is to maintain pricing and financial stability as intended and not to advantage either party to the detriment of the other. Accordingly, to preserve this mutual intent, EVO may make the following modifications as reasonably and equitably necessary to maintain the pricing intent under this Agreement: (i) change Pricing Sources, (ii) switch to a new pricing benchmark other than AWP, (iii) maintain AWP as the pricing benchmark with an appropriate adjustment, and/or (iv) modify network rates, rebates, and guarantees. Any such change will be done so as to maintain comparable pricing in the aggregate under the Agreement. EVO will provide the Company with at least ninety (90) days' notice of any such change (or if such notice is not practicable, as much notice as is reasonable under the circumstances). If the Company disputes the financial impact of the change, the Company shall notify EVO in writing within sixty (60) days of receipt of the notice of change, and EVO and the Company shall cooperate in good faith to resolve such dispute.

5.5 Rebates do not include administrative fees paid by Pharmaceutical Manufacturers to its rebate contractors or aggregators in connection with EVO and/or its rebate contractors or administrators administering, invoicing, allocating, and/or collecting the Rebates under the Rebate program or other fee-for-service arrangements whereby Pharmaceutical Manufacturers generally report the fees paid to EVO or its rebate contractors or aggregators for services rendered as "bona fide service fees" pursuant to federal laws and regulations. Such laws and regulations, as well as Pharmaceutical Manufacturer requirements generally prohibit the sharing of any such "bona fide service fees" earned, whether wholly or in part, with any EVO client. Rebates that are received by EVO within eighteen (18) months after termination or expiration of this Agreement will be paid to the Company in accordance with this Agreement.

5.6 The Company acknowledges that Participating Pharmacies may be responsible for any applicable transaction charges associated with the submission of Claims information to EVO either electronically or on a standard paper claim form. Such charges may be deducted by EVO from any amounts owed to such Participating Pharmacies. Charges may apply to each data submission with response by EVO.



# Resolution

Number 24-1642

Adopted Date December 03, 2024

## AUTHORIZING APPLICATION FOR EXCESS WORKERS' COMPENSATION COVERAGE PROVIDED BY ARCH INSURANCE EFFECTIVE JANUARY 1, 2025

WHEREAS, the Board of County Commissioners administers a self-insured workers' compensation program; and

WHEREAS, in order to mitigate program risk, the Board has procured excess loss insurance through Arch Insurance; and

WHEREAS, in order to renew coverage with Arch for the program year effective January 1, 2025, an application for coverage is required.

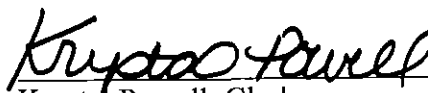
NOW THEREFORE BE IT RESOLVED, to authorize the application for renewal of excess loss coverage provided through Arch Insurance for program year effective January 1, 2025; application attached hereto and made a part hereof.

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

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

Resolution adopted this 3<sup>rd</sup> day of December 2024.

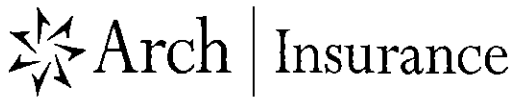
BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

HR/

cc: Adam Balls, World Risk Management  
T Whitaker, OMB  
Workers' Compensation File



## Application for Excess Workers' Compensation

NEW   
 RENEWAL

EFFECTIVE DATE January 1, 2025  
 QUOTE BY DATE \_\_\_\_\_

APPLICANT'S NAME (EXACT NAME TO APPEAR ON CONTRACT); INCLUDE ALL SUBSIDIARIES TO BE COVERED (LIST ONLY QUALIFIED SELF-INSUREDS)  
Board of Commissioners, Warren County Ohio

ADDRESS 406 Justice Drive, Lebanon, Ohio 45036

DESCRIPTION OF OPERATIONS, PROCESSES AND PRODUCTS OF APPLICANT AND SUBSIDIARIES  
 (ATTACH COPY OF CURRENT AND COMPREHENSIVE LOSS PREVENTION PROCEDURES AND INSPECTION REPORTS, PRODUCT BROCHURE, ANNUAL REPORT OR 10-K REPORT)

County Government

STATE(S) IN WHICH THE APPLICANT IS QUALIFIED FOR SELF-INSURANCE Ohio

DESCRIBE ANY SUBSTANTIAL OR UNUSUAL CHANGES IN OPERATIONS THAT ARE PLANNED OR HAVE TAKEN PLACE IN THE PAST FIVE YEARS: None

**LIST ALL SUBSIDIARIES TO BE COVERED**

SUBSIDIARY	ADDRESS	DESCRIPTION OF OPERATIONS
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____

**PRESENT PROGRAM**

CARRIER \_\_\_\_\_ EXPIRATION 12/31/2024  
 SPECIFIC LIMITS: WC Statutory EL 1000000 SELF-INSURED RETENTION 750,000  
 RATE \_\_\_\_\_ PREMIUM \_\_\_\_\_ EXTENSIONS (IF ANY; SEE SPECIAL EXPOSURES.) \_\_\_\_\_

**DESIRED PROGRAM**

SPECIFIC LIMITS: WC Statutory EL Excluded SELF-INSURED RETENTION 750,000  
 EXTENSIONS (IF ANY, SEE SPECIAL EXPOSURES) Rate Guarantee ALTERNATIVE PROGRAM \_\_\_\_\_

**RATING INFORMATION (ATTACH SEPARATE PAGE IF NECESSARY.)**

STATE	CODE No.	CLASSIFICATION	No. OF EMPLOYEES	ESTIMATED GROSS ANNUAL PAYROLL
OH	9910	Government		

**HISTORICAL ACCOUNT DATA (PLEASE PROVIDE A MINIMUM OF 7 YEARS)**

POLICY YEAR	PAYROLL	POLICY YEAR	PAYROLL
1. 2013	57,716,010	6. 2018	63,018,881
2. 2014	59,531,736	7. 2019	64,279,259
3. 2015	61,317,689	8. 2020	56,549,895
4. 2016	61,937,898	9. 2021	58,111,899
5. 2017	63,066,251	10. 2022	71,923,096

**CLAIMS ADMINISTRATION**

**SERVICE COMPANY/TPA INFORMATION (IF NO CLAIMS SERVICE COMPANY, ATTACH OR REQUEST A SELF-ADMINISTRATOR'S QUESTIONNAIRE.)**

1. NAME OF SERVICE COMPANY Sedgewick
2. ADDRESS OF SERVICE COMPANY: 5555 Glendon Ct, Dublin, OH 43016
3. SERVICE COMPANY CONTACT NAME: Heidi Armstrong  
 TELEPHONE NUMBER: (614) 325-3895  
 E-MAIL: heidiaarmstrong@sedgewick.com
4. IS SERVICE COMPANY RESPONSIBLE FOR PROVIDING SPECIFIC EXCESS CLAIM REPORTING AND FOLLOW-UP DETAIL TO EXCESS CARRIER? YES  NO  IF "NO", WHO IS RESPONSIBLE? \_\_\_\_\_
5. DOES SERVICE CONTRACT REQUIRE THAT CLAIMS BE HANDLED TO CONCLUSION? YES  NO  IF "NO", PROVIDE DETAILS.  
 \_\_\_\_\_
6. HOW MANY YEARS HAS SERVICE COMPANY HAD SERVICE CONTRACT WITH APPLICANT? Since 2013
7. IS SERVICE CONTRACT CONCURRENT WITH POLICY PERIOD? YES  NO  IF "NO," WHAT ARE THE EFFECTIVE AND EXPIRATION DATES OF SERVICE CONTRACT? 8/1/2013 3 year with two one year extensions
8. DOES APPLICANT AGREE TO LET THE EXCESS CARRIER KNOW ABOUT ANY CHANGES IN THE SERVICE COMPANY OR IN THE KIND OR AMOUNT OF SERVICES TO BE PERFORMED BY THE SERVICE COMPANY? YES  NO
9. DOES APPLICANT HAVE AN ALTERNATIVE DUTY RETURN TO WORK PROGRAM IN PLACE FOR ALL DEPARTMENTS? YES  NO
10. DOES APPLICANT PROVIDE IN-HOUSE MEDICAL ATTENTION FOR FIRST AID INJURIES? YES  NO   
 IF "YES", WHO PROVIDES TREATMENT? only for minor medical until the staff can get to a medical professional
11. DOES APPLICANT HAVE A PROCESS IN PLACE IN WHICH ALL INJURIES ARE INTERNALLY INVESTIGATED AND REPORTED TO THEIR CLAIM SERVICE COMPANY WITHIN 24 HOURS? YES  NO
12. DOES APPLICANT CONDUCT REGULAR OR QUARTERLY CLAIM REVIEWS WITH THEIR CLAIM SERVICE COMPANY? YES  NO
13. DOES CLAIM SERVICE COMPANY PERMIT ELECTRONIC ACCESS TO EXCESS CLAIMS FILES? YES  NO
14. CHECK THE FOLLOWING MANAGED CARE PROGRAMS THAT APPLY TO APPLICANT'S PROGRAM:
  - PPO                                       CONTRACTED PRICING                                       OTHER various depending on claim
  - FEE SCHEDULING                                       NURSE CASE MANAGEMENT

**LOSS PREVENTION SERVICES**

NAME OF SERVICE COMPANY: CORSA

ADDRESS OF SERVICE COMPANY: 209 East State Street, Columbus, Ohio 43215

PROVIDE DETAILS OF TYPES AND FREQUENCY OF SERVICES THAT WILL BE PROVIDED BY SERVICE COMPANY ALL KINDS SPECIFIC TO OHIO COUNTIES. THEY HANDLE THE P/C INSURANCE FOR WARREN COUNTY. WWW.CORSA.ORG

1. DOES APPLICANT HAVE A FORMAL SAFETY PROGRAM? (IF "YES," ATTACH COPY) YES  NO
2. DOES APPLICANT HAVE DEDICATED SAFETY PROFESSIONALS ON STAFF WHO ARE NOT HUMAN RESOURCES PERSONNEL? YES  NO
3. DOES APPLICANT HAVE SAFETY COMMITTEES? YES  NO   
 IF "YES", DO THEY HAVE MANAGEMENT PARTICIPATION? YES  NO
4. DOES APPLICANT PROVIDE NEW HIRE SAFETY TRAINING? YES  NO
5. DOES APPLICANT PROVIDE JOB SPECIFIC SAFETY TRAINING THEREAFTER? YES  NO
6. DOES APPLICANT HAVE A COST ALLOCATION SYSTEM IN PLACE WHICH LINKS WORKERS' COMPENSATION COSTS TO THE DEPARTMENT OR FACILITY? YES  NO
7. DOES APPLICANT HAVE ANY INCENTIVE PLANS IN PLACE LINKING INDIVIDUAL AND DEPARTMENT WORKPLACE SAFETY TO A REWARDS SYSTEM? YES  NO
8. DOES APPLICANT AGREE TO FORWARD COPIES OF LOSS PREVENTION INSPECTION REPORTS TO EXCESS CARRIER AS INSPECTIONS ARE PERFORMED? YES  NO

**CLAIMS EXPERIENCE**

VALUED AS OF See attached loss run BY Sedgewick

**PLEASE PROVIDE THE LATEST EXPERIENCE REPORT FOR 10 YEARS. (VALUATION DATA MUST BE WITHIN THE LAST 3 Mo.)**  
 (PLEASE SUBMIT LOSS RUNS OR SUMMARIZED ELECTRONIC DATA IF AVAILABLE)

POLICY YEAR	NO. OF CLAIMS	MEDICAL		INDEMNITY		CLAIMS EXPENSE	TOTAL INCURRED LOSSES
		PAID	TOTAL MEDICAL INCURRED	PAID	TOTAL INDEMNITY INCURRED		

**PLEASE PROVIDE DESCRIPTIONS OF ALL LOSSES IN EXCESS OF \$100,000 FOR 10 YEARS.**

STATE	DATE OF LOSS	NUMBER OF EMPLOYEES INVOLVED	DESCRIPTION OF LOSS	TOTAL PAID	TOTAL INCURRED

## LARGE LOSS EXPERIENCE

ALL INDIVIDUAL INCURRED LOSSES GREATER THAN \$100,000 MUST INCLUDE THE FOLLOWING INFORMATION:

- CLAIMANT NAME
- PAID AMOUNT/OUTSTANDING RESERVE/TOTAL INCURRED
- DATE OF LOSS - DESCRIPTION OF ACCIDENT – INCLUDE TYPE OF INJURY

SPECIAL EXPOSURES	Yes	No
A) ARE THERE ANY OCCUPATIONAL DISEASE EXPOSURES INVOLVED IN APPLICANT'S OPERATION INCLUDING ASBESTOS, SILICA, DUST, HAZARDOUS CHEMICALS, RADIATION, COMMUNICABLE DISEASES OR ANY OTHER OCCUPATIONAL DISEASE EXPOSURE? IF "YES", DESCRIBE: <hr/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
B) ARE THERE ANY OPERATIONS WHICH HAVE RESULTED IN CARPAL TUNNEL SYNDROME, REPETITIVE MOTION OR CUMULATIVE TRAUMA CLAIMS? IF "YES", DESCRIBE: <hr/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
C) DOES APPLICANT HAVE ANY EMPLOYEES WHO MAY BE SUBJECT TO THE LONGSHORE AND HARBOR WORKERS' COMPENSATION ACT, JONES ACT OR FEDERAL EMPLOYER'S LIABILITY ACT? IF "YES", DESCRIBE: <hr/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
D) DOES APPLICANT PERFORM ANY UNDERGROUND, SUBAQUEOUS OR TUNNELING OPERATIONS?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
E) DOES APPLICANT PERFORM WRECKING, DISMANTLING OR DEMOLITION WORK?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
F) DOES APPLICANT OUTSOURCE OR UTILIZE CONTRACT STAFFING FOR ANY JOB FUNCTION? IF "YES", DESCRIBE MEASURE TAKEN TO ASSURE COVERAGE BY STAFFING COMPANY. <hr/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
G) DO THE OPERATIONS OF APPLICANT INVOLVE EXPOSURE TO BURNS?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
H) HAS WORKERS' COMPENSATION COVERAGE BEEN CANCELLED OR NON-RENEWED IN THE LAST 5 YEARS?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
I) IS THERE ANY OWNED, LEASED OR CHARTERED AIRCRAFT? (IF "YES", PLEASE COMPLETE AIRCRAFT QUESTIONNAIRE.)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
J) DOES APPLICANT HAVE ANY FOREIGN OPERATIONS OR EMPLOYEES WHO TRAVEL TO FOREIGN COUNTRIES? IF "YES", PROVIDE DETAILS INCLUDING COUNTRIES TRAVELED TO, NUMBER OF TRIPS, NUMBER OF EMPLOYEES PER TRIP, AVERAGE LENGTH OF STAY. <hr/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
K) IS APPLICANT ENGAGED IN MANUFACTURING, PRODUCING, REFINING, STORING, DISTRIBUTING OR TRANSPORTING GASES, GASOLINE, OR FLAMMABLES?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
L) IS APPLICANT ENGAGED IN MANUFACTURING, HANDLING, TRANSPORTING, DISTRIBUTING, OR STORING EXPLOSIVES OR EXPLOSIVE SUBSTANCES?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
M) DO THE OPERATIONS OF APPLICANT INVOLVE EXPOSURE TO HEIGHTS?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
N) DO THE OPERATIONS OF APPLICANT INCLUDE VOLUNTEER OR DONATED LABOR? IF "YES", DESCRIBE NUMBER OF VOLUNTEERS, JOB FUNCTION AND IMPUTED INCOME. <u>Various volunteers within many County Departments</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
O) IF VOLUNTEERS ARE NOT TO BE COVERED UNDER THIS POLICY, ARE THEY COVERED ELSEWHERE?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
P) HAS APPLICANT BEEN CITED FOR ANY OSHA VIOLATIONS IN THE PAST 5 YEARS? IF "YES", PROVIDE DETAILS. <hr/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Q) DOES APPLICANT PROVIDE ANY EMPLOYEE TRANSPORTATION?	<input type="checkbox"/>	<input checked="" type="checkbox"/>

(IF "YES" TO ANY OF THE ABOVE, PLEASE ENCLOSE DETAILED INFORMATION.)

COMPLETE THE FOLLOWING INFORMATION ON OWNED OR LEASED VEHICLES:

- A. NO. OF: PASSENGER CARS 134 TRUCKS 180 BUSES 49 VANS 0 TRACTORS 0 TRAILERS 49
- B. NUMBER OF COMMERCIAL VEHICLES OWNED: BY APPLICANT 412 BY OWNER/OPERATOR 0
- C. IS APPLICANT RESPONSIBLE FOR W.C. COVERAGE ON OWNER/OPERATORS?  YES  NO  
IF "NO", DOES APPLICANT OBTAIN CERTIFICATE OF W.C. INSURANCE FROM SUCH OPERATOR?  YES  NO
- D. WITH RESPECT TO COMMERCIAL VEHICLES:
  1. STATE(S) IN WHICH VEHICLES OPERATE Ohio
  2. AVERAGE NUMBER OF PERSONS IN EACH UNIT 1
  3. DOES APPLICANT TRANSPORT CHEMICALS, HAZARDOUS MATERIALS, EXPLOSIVE MATERIAL, FLAMMABLE MATERIAL OR PETROLEUM PRODUCTS?  YES  NO
- E. DOES APPLICANT PROVIDE ANY TRANSPORTATION FOR EMPLOYEES TO OR FROM THE WORKPLACE?  YES  NO  
IF "YES", DESCRIBE THE TYPES OF CONVEYANCE, FREQUENCY OF TRIPS AND NUMBER OF EMPLOYEES.

ATTACHED EMPLOYEE CONCENTRATION WORKSHEET MUST BE COMPLETED AND SUBMITTED WITH EACH APPLICATION.

COMPLETION OF THIS APPLICATION CREATES NO OBLIGATION UPON THE APPLICANT TO ACCEPT INSURANCE OR UPON ARCH INSURANCE COMPANY TO OFFER SUCH INSURANCE; HOWEVER, IN THE EVENT THAT SUCH IS ACCEPTED BY THE APPLICANT OR THAT IT IS ISSUED BY ARCH INSURANCE COMPANY, THIS APPLICATION WILL FORM THE BASIS FOR THAT ACCEPTANCE AND ISSUANCE.

COMPANY Warren County, Ohio NAME Adam Balls David G. Young  
 ADDRESS 400 Justice Dr Lebanon TITLE Insurance Consultant President  
 DATE 12-03-2024 SIGNATURE [Signature]

LOCATIONS

**WESTERN REGION:**  
 Dymphna Menendez  
 Assistant Vice President  
 E [DWinkelman@archinsurance.com](mailto:DWinkelman@archinsurance.com)  
 D: 213 283 3574

**NORTHEAST REGION:**  
 Ray Baker  
 Vice President  
 E [RBaker@archinsurance.com](mailto:RBaker@archinsurance.com)  
 D: 201 743-4729

**CENTRAL REGION:**  
 David Winkelman  
 Assistant Vice President  
 E [DWinkelman@archinsurance.com](mailto:DWinkelman@archinsurance.com)  
 D: 312 601 8482

**SOUTHEAST REGION:**  
 Jason Golub  
 Senior Underwriter  
 E [JGolub@archinsurance.com](mailto:JGolub@archinsurance.com)  
 D: 201 743 4086

**SOUTH CENTRAL REGION**  
 Karen Casserly  
 Assistant Vice President  
[KCasserly@archinsurance.com](mailto:KCasserly@archinsurance.com)  
 D: 314 640 6440

**NOTICE: ANY PERSON WHO, KNOWINGLY OR WITH INTENT TO DEFRAUD OR TO FACILITATE A FRAUD AGAINST ANY INSURANCE COMPANY OR OTHER PERSON, SUBMITS AN APPLICATION OR FILES A CLAIM FOR INSURANCE CONTAINING FALSE, DECEPTIVE OR MISLEADING INFORMATION MAY BE GUILTY OF INSURANCE FRAUD.**

**NOTICE TO ALABAMA APPLICANTS:** Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit, or who knowingly presents false information in an application for insurance is guilty of a crime and may be subject to restitution or confinement in prison, or any combination thereof.

**NOTICE TO ARKANSAS, LOUISIANA, NEW MEXICO, RHODE ISLAND AND WEST VIRGINIA APPLICANTS:** Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit, or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

**NOTICE TO COLORADO APPLICANTS:** It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an Insurance Company for the purpose of defrauding or attempting to defraud the Company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any Insurance Company or agent of an Insurance Company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

**NOTICE TO DISTRICT OF COLUMBIA APPLICANTS:** Warning: It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant.

**NOTICE TO FLORIDA APPLICANTS:** Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete or misleading information is guilty of a felony in the third degree.

**NOTICE TO KANSAS APPLICANTS:** Any person who, knowingly and with intent to defraud, presents, causes to be presented or prepares with knowledge or belief that it will be presented to or by an insurer, purported insurer, broker or any agent thereof, any written electronic, electronic impulse, facsimile, magnetic, oral or telephonic communication or statement as part of, or in support of, an application for the issuance of, or the rating of an insurance policy for personal or commercial insurance, or a claim for payment or other benefit pursuant to an insurance policy for commercial or personal insurance which such person knows to contain materially false information concerning any fact material thereto; or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act.

**NOTICE TO KENTUCKY APPLICANTS:** Any person who knowingly and with the intent to defraud any Insurance Company or other person files an application for insurance containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime.

**NOTICE TO MAINE, TENNESSEE, VIRGINIA AND WASHINGTON APPLICANTS:** It is a crime to knowingly provide false, incomplete or misleading information to an Insurance Company for the purpose of defrauding the Company. Penalties include imprisonment, fines and denial of insurance benefits.

**NOTICE TO MARYLAND APPLICANTS:** Any person who knowingly or willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly or willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

**NOTICE TO NEW JERSEY APPLICANTS:** Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

**NOTICE TO NEW YORK APPLICANTS:** Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation.

**NOTICE TO OHIO APPLICANTS:** Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

**NOTICE TO OKLAHOMA APPLICANTS: WARNING:** Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

**NOTICE TO OREGON APPLICANTS:** Any person who, knowingly and with intent to defraud or facilitate a fraud against any insurance company or other person, submits an application, or files a claim for insurance containing any false, deceptive, or misleading material information may be guilty of insurance fraud.

**NOTICE TO PENNSYLVANIA APPLICANTS:** Any person who knowingly and with intent to defraud any Insurance Company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

**NOTICE TO PUERTO RICO APPLICANTS:** Any person who knowingly and with the intent to defraud, presents false information in an insurance request form, or who presents, helps, or has presented a fraudulent claim for the payment of a loss or other benefit, or presents more than one claim for the same damage or loss, will incur a felony, and upon conviction will be penalized for each violation with a fine of no less than five thousand dollars (\$5,000) nor more than ten thousand dollars (\$10,000); or imprisonment for a fixed term of three (3) years, or both penalties. If aggravated circumstances prevail, the fixed established imprisonment may be increased to a maximum of five (5) years; if extenuating circumstances are present, it may be reduced to a minimum of two (2) years.



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

# Resolution

Number 24-1643

Adopted Date December 03, 2024

**AUTHORIZING THE COUNTY ADMINISTRATOR TO ENTER INTO A COOPERATION AGREEMENT WITH HAMILTON COUNTY TO RESURFACE FIELDS-ERTEL ROAD BETWEEN ASHWOOD DRIVE AND RICH ROAD**

WHEREAS, Fields-Ertel Road is the County Line between Warren County and Hamilton County, and the Warren County Engineer is responsible for the cost of capital improvements on the north half of the road and the Hamilton County Engineer is responsible for the cost of capital improvements on the south half of the road; and

WHEREAS, the Warren County Engineer and Hamilton County Engineer agreed to, and completed the resurfacing of Fields-Ertel Road between Ashwood Drive and Rich Road in 2022; and

WHEREAS, the Warren County Engineer was the lead agency and completed and paid for the resurfacing of the entire width of the road between Ashwood Drive and Rich Road at a total cost of \$91,160.98; and

WHEREAS, the Warren County Engineer and Hamilton County Engineer are each responsible for half of the total cost, which is \$45,580.49; and

WHEREAS, it is necessary to enter into this Cooperation Agreement with Hamilton County in order to be reimbursed by the Hamilton County Engineer for their half of the cost, which is \$45,580.49.

NOW THEREFORE BE IT RESOLVED, to authorize the County Administrator to enter into a Cooperation agreement with Hamilton County to Resurface Fields-Ertel Road between Ashwood Drive and Rich Road, in order to be reimbursed by Hamilton County for their half of the cost, which is \$45,580.49. 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 – absent  
Mr. Young – yea  
Mrs. Jones – yea

Resolution adopted this 3<sup>rd</sup> day of December 2024.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Krystal Powell, Clerk

cc: c/a—Hamilton County Engineer  
Engineer (file)

"On motion of Commissioner Driehaus seconded by Commissioner Summerow Demas the following resolution was adopted"....

**RESOLUTION AUTHORIZING A JOINT AGREEMENT BETWEEN HAMILTON COUNTY AND THE BOARD OF COUNTY COMMISSIONERS OF WARREN COUNTY FOR THE CONSTRUCTION OF IMPROVEMENTS TO FIELDS ERTEL ROAD. PROJECT NO. 502315**

**BY THE BOARD:**

**WHEREAS**, HAMILTON COUNTY and WARREN COUNTY desire to resurface/rehabilitate the southern lane, a Hamilton County road and the northern lane, a Warren County road, of Fields Ertel Road from Ashwood Drive to Rich Road; and

**WHEREAS**, HAMILTON COUNTY and WARREN COUNTY acknowledge that the PROJECT is required for, and conducive to, the orderly and efficient flow of traffic through the area and that the public will benefit by creating a joint project to complete the construction of the PROJECT. The PROJECT is of mutual benefit to both jurisdictions and that all the work involved will be located within the existing rights-of-way for the roads and no additional right-of-way or easements will be required; and

**WHEREAS**, HAMILTON COUNTY will allow WARREN COUNTY and/or its agents to complete the construction of the PROJECT within the HAMILTON COUNTY's road right-of-way and be responsible for the cost of the improvements constructed under the PROJECT that are located within HAMILTON COUNTY, the estimate of HAMILTON COUNTY's portion of the project is approximately **Forty-Five Thousand Five Hundred Eighty Dollars and forty-nine cents (\$45,580.49)**. The final amount of HAMILTON COUNTY's portion of the PROJECT cost will be determined based upon the process contained in the Construction Contract, the "as-built" quantities and any approved Change Orders; and

**WHEREAS**, WARREN COUNTY will coordinate and administer the CONTRACT, invoice HAMILTON COUNTY for the total amount of HAMILTON COUNTY's portion of the PROJECT cost and be responsible for the cost of the improvements constructed under the PROJECT that are located within WARREN COUNTY. The final amount of the WARREN COUNTY's portion of the PROJECT cost will be **Forty-Five Thousand Five Hundred Eighty Dollars and forty-nine cents (\$45,580.49)** based upon the prices contained in the Construction Contract, the "as-built" quantities and any approved Change Orders; and

**WHEREAS**, HAMILTON COUNTY and WARREN COUNTY agree that after the completion of the PROJECT, either party to this JOINT AGREEMENT and/or each Engineer shall maintain and keep in repair those portions of the roadway, located within its respective jurisdiction, at no further expense to the other party.

**NOW, THEREFORE BE IT RESOLVED** by the Board of County Commissioners of Hamilton County, Ohio, that the said Agreement be and the same hereby is approved.

**BE IT FURTHER RESOLVED** that the County Administrator be, and he hereby is authorized and directed to execute the Agreement.

**BE IT FURTHER RESOLVED** that the Clerk of the Board be and she hereby is authorized and directed to certify a copy of the Resolution to the County Engineer and the County Auditor.

**ADOPTED** at a regular meeting of the Board of County Commissioners of Hamilton County, State of Ohio, this 14<sup>th</sup> day of November, 2024.

Ms. Reece, Yes

Ms. Driehaus, Yes

Ms. Summerow Dumas, Yes

**CERTIFICATE OF CLERK**

IT IS HEREBY CERTIFIED that the foregoing is a true and correct transcript of a Resolution adopted by this Board of County Commissioners in session 14<sup>th</sup> day of November, 2024.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Official Seal of the Office of the County Commissioners of Hamilton County, Ohio, this 14<sup>th</sup> day of November, 2024.



Leslie Hervey, Clerk  
Board of County Commissioners  
Hamilton County, Ohio

**JOINT AGREEMENT BETWEEN THE BOARD OF COUNTY COMMISSIONERS OF HAMILTON  
COUNTY AND THE BOARD OF - COUNTY COMMISSIONERS OF WARREN COUNTY FOR THE  
CONSTRUCTION OF IMPROVEMENTS TO FIELDS ERTEL ROAD**

**PROJECT No. 502315**

This JOINT AGREEMENT entered into on this 14<sup>th</sup> day of November, 2024, by and between the Board of County Commissioners of Hamilton County, Ohio, hereinafter referred to as "HAMILTON COUNTY", on behalf of the Hamilton County Engineer, hereinafter referred to as "HAMILTON ENGINEER", and the Board of County Commissioners of Warren County, Ohio, hereinafter referred to as the "WARREN COUNTY", on behalf of the Warren County Engineer, hereinafter referred to as "WARREN ENGINEER"

Whereas,

- 1) HAMILTON COUNTY desires to resurface/rehabilitate southern lane of FIELDS ERTEL ROAD from Ashwood Drive to Rich Road, said road being a County road; and
- 2) WARREN COUNTY desires to resurface/rehabilitate northern lane of FIELDS ERTEL ROAD from Ashwood Drive to Rich Road; and
- 3) the improvement of the above Hamilton County road (southern lane) and Warren County road (northern lane) is hereinafter referred to as the "PROJECT"; and
- 4) HAMILTON COUNTY and WARREN COUNTY acknowledge that the PROJECT is required for, and conducive to, the orderly and efficient flow of traffic through the area; that the public will benefit by creating a joint project to complete the construction of the PROJECT; and that the PROJECT is of mutual benefit to both jurisdictions; and
- 5) HAMILTON COUNTY and WARREN COUNTY further acknowledge that all the work involved in the PROJECT will be located within the existing rights-of-way for the roads and no additional right-of-way or easements will be required for the PROJECT.

Now therefore, HAMILTON COUNTY and WARREN COUNTY agree that:

HAMILTON COUNTY and/or the ENGINEER will:

- 6) allow WARREN COUNTY and/or its agents to complete the construction of the PROJECT within the HAMILTON COUNTY's road right-of-way.
- 7) verify the quantities of work completed on the HAMILTON COUNTY's road.

- 8) be responsible for the cost of the improvements constructed under the PROJECT that are located within HAMILTON COUNTY, the estimate of HAMILTON COUNTY's portion of the project is approximately **Forty-Five Thousand Five Hundred Eighty Dollars and forty-nine cents (\$45,580.49)**. The final amount of HAMILTON COUNTY's portion of the PROJECT cost will be determined based upon the process contained in the Construction Contract, the "as-built" quantities and any approved Change Orders.

The WARREN COUNTY will:

- 9) invoice HAMILTON COUNTY for the total amount of HAMILTON COUNTY's portion of the PROJECT cost.
- 10) coordinate and administer the CONTRACT.
- 11) prepare a payment request and directly reimburse the Contractor for the costs of the PROJECT improvements constructed.
- 12) be responsible for the cost of the improvements constructed under the PROJECT that are located within WARREN COUNTY. The final amount of the WARREN COUNTY's portion of the PROJECT cost will be **Forty-Five Thousand Five Hundred Eighty Dollars and forty-nine cents (\$45,580.49)** based upon the prices contained in the Construction Contract, the "as-built" quantities and any approved Change Orders.

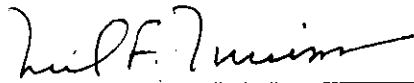
HAMILTON COUNTY and the WARREN COUNTY further agree that:

- 13) this agreement constitutes the sole and only agreement between the parties hereto and supersedes any prior understandings or written or oral agreements between the parties. No provision of this JOINT AGREEMENT shall be altered, waived or amended except in writing signed by both parties.
- 14) after the completion of the PROJECT, either party to this JOINT AGREEMENT and/or each Engineer shall maintain and keep in repair those portions of the roadway, located within its respective jurisdiction, at no further expense to the other party.
- 15) the construction of this PROJECT as a Joint Project does **NOT** mean that either party to this JOINT AGREEMENT or any Engineer has accepted from or delegated to the other party or parties the responsibility and/or liability for the design and/or construction of those sections of the PROJECT completed within the other respective party's jurisdiction.

This JOINT AGREEMENT shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

WITNESS WHEREOF, HAMILTON COUNTY and WARREN COUNTY have signed this JOINT AGREEMENT as indicated in their respective acknowledgements below.

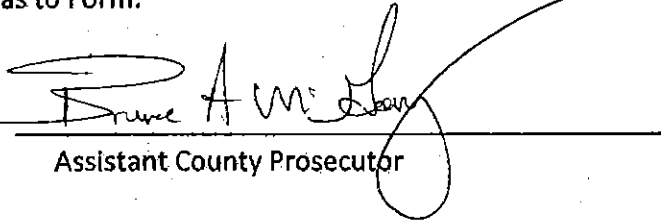
**WARREN COUNTY:**

By:   
County Engineer

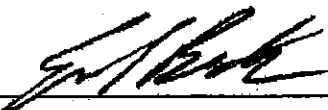
Board of County Commissioners, Warren County, Ohio:

By:   
County Administrator

Approved as to Form:

By:   
Assistant County Prosecutor

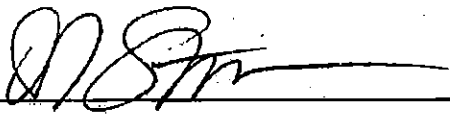
**HAMILTON COUNTY:**

By:   
County Engineer

Board of County Commissioners, Hamilton County, Ohio:

By:   
County Administrator

Approved as to Form:

By:   
Assistant County Prosecutor

# Resolution

Number 24-1644

Adopted Date December 03, 2024

ENTERING INTO A LAND TRANSFER AGREEMENT WITH STATE OF OHIO,  
DEPARTMENT OF NATURAL RESOURCES, FOR THE KING AVENUE BRIDGE  
IMPROVEMENT PROJECT

WHEREAS, in order to improve the safety of the King Avenue Bridge, it is necessary to construct roadway improvements, and in order to do this work it is necessary to acquire part of the property on the north side of Grandin Road (part of parcel #16-12-400-010, identified as 25-WD1, consisting of 0.040 acres) which is owned by the State of Ohio, Department of Natural Resources, grantor; and

WHEREAS, the transfer of the property will be a donation.

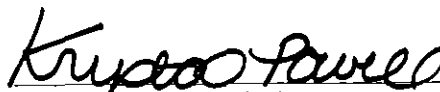
NOW THEREFORE BE IT RESOLVED, to enter into an agreement to transfer lands, copies of which are attached hereto and made a part hereof, with the State of Ohio, Department of Natural Resources for the King Avenue Bridge Improvement Project.

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

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

Resolution adopted this 3<sup>rd</sup> day of December 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: c/a— State of Ohio, Department of Natural Resources  
Engineer (file)

**AGREEMENT TO TRANSFER LANDS**

This AGREEMENT, made and entered into pursuant to R.C. 1501.01 and 1501.02, by and between the State of Ohio, Department of Natural Resources, hereinafter “the Grantor”, whose mailing address is 2045 Morse Road, Building E-2, Columbus, Ohio 43229, and the Warren County Board of County Commissioners, whose mailing address is 406 Justice Drive, Lebanon, Ohio 45036 hereinafter “the Grantee.”

WHEREAS, the Grantor owns certain land consisting of approximately 0.040 acres located in the City of South Lebanon, Warren County, Ohio adjacent to Little Miami Scenic River (the “Property”), being more fully described in the attached Exhibit A, which is made a part of this Agreement; and

WHEREAS, the Grantee desires to own the Property for the purpose of improving Grandin Road and the King Avenue Bridge for the benefit of the county.

WITNESSETH, THAT IN CONSIDERATION of the mutual benefits conferred and the mutual promises of the parties herein contained, the Grantor agrees to transfer and convey, and the Grantee agrees to accept, upon and under the provisions, terms, and conditions herein expressed, the Property. This transfer and conveyance are made subject to the following conditions:

Subject to any and all outstanding easements, rights, permits, and right-of-way license agreements for the installation and maintenance of gas lines, water lines, sewers, telephone, telegraph, and power transmission lines, which may have been granted by the Ohio Department of Natural Resources whether or not the same may be of record, and subject to the retention of any and all riparian and littoral rights by the Grantor, State of Ohio Department of Natural Resources and a flowage easement over the above-described land. In addition, should the Property not be used or cease to be used for public purposes, then the Property shall revert to the State of Ohio, Department of Natural Resources.



The transfer and conveyance of the above-referenced lands shall be subject to the following terms and conditions.

1. The Grantee fully understands and agrees that the Grantor, at its sole discretion, may consider this Agreement null and void, with all obligations thereunder ceasing, in the event that the Grantee fails to execute and return this Agreement to the Grantor within thirty (30) days of the Grantee's receipt of this Agreement.
2. Grantor and Grantee agree that the Property shall be transferred and the Grantee shall accept possession of the Property at the time of consummation and closing of this Agreement, "as is, where is, with all faults", and that Title to be given in the grant Deed shall be without representation or warranty of any kind or nature whatsoever by Grantor, whether express, implied statutory, or otherwise, including without limitation, warranty of income potential, operating expenses, uses, merchantability, or fitness for a particular purpose, or as to any hazardous materials contamination and geological conditions. By entering into this Agreement, Grantee represents and warrants that as of the time of consummation and closing of this Agreement, Grantee shall have satisfied itself as to the condition of the Property and its suitability for the purposes intended by Grantee. Grantee acknowledges that neither the Grantor nor any agent of Grantor has made any representations, warranties, or agreements as to any matters concerning the Property. Grantee expressly waives any right of rescission and/or claim for damages, against Grantor or its Agents by reason of any statement, representations, warranty, and/or any promise not contained in this Agreement.
3. Upon receipt of the executed instrument according to the terms of this Agreement, the Grantor agrees to convey said land to the Grantee by a properly executed Governor's Deed of Quit Claim. Said Governor's Deed shall be delivered by the Grantor to the Grantee at the time of consummation and closing of this Agreement.
4. The Grantee shall record the Governor's Deed of Quit Claim with the Warren County Recorder as soon as practicable, but no later than thirty (30) days after the date of receipt of

the Governor's Deed of Quit Claim. Following recordation with the Warren County Recorder the Grantee shall send a recorded copy of the Governor's Deed of Quit Claim to the Ohio Department of Natural Resources, Office of Real Estate, 2045 Morse Road, Building E-2, Columbus, OH 43229.

5. The Grantee shall be responsible for any transfer fees, and the like, because of the transfer, and shall save and hold the Grantor harmless for the same. The Grantee shall notify the Warren County Auditor of this transfer as soon as practical after the date of receipt of the deed.
6. The Grantee, by signature on this document, certifies that the Grantee: (1) has reviewed and understands the Ohio ethics 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 (2) will take no action inconsistent with those laws. The Grantee understands that failure to comply with Ohio's ethics and conflict of interest laws is grounds for termination of this Agreement and may result in the loss of other contracts or grants with the State of Ohio.
7. Obligations of the Grantor are subject to the provisions of Section 126.07 of the Ohio Revised Code. This Agreement states the entire agreement between the parties and supersedes and replaces all oral and written representations, bids, 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 Agreement shall be binding unless made by a written instrument of equal formality signed by both the Grantor and the Grantee. Waiver by either party of performance by the other party of any of the provisions of the Agreement shall not be construed as a waiver of any further right to insist upon full performance of the terms hereof.
8. In the event that any one or more of the provisions, sections, words, clauses, phrases, or sentences contained in this Agreement, 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 Agreement, shall not be in any way impaired, it being the intention of the parties that this Agreement shall be enforceable to the fullest extent permitted by law.

9. This Agreement may be executed in any number of counterparts, each of which is considered an original. This Agreement may be executed by each party upon a separate copy and attached to another copy to form one or more counterparts.
10. This Agreement shall not be assignable by the Grantee without the prior written consent of the Grantor.

*Intentionally Left Blank*

**GRANTEE**

IN EXECUTION WHEREOF, the Warren County Board of County Commissioners, the Grantee herein, have caused this agreement to be executed by David G Young, whose title is President or Vice-President, on the date stated below, pursuant to Resolution Number 24-1644, dated 12-3-24

**WARREN COUNTY BOARD OF  
COUNTY COMMISSIONERS**

SIGNATURE: \* [Signature]  
PRINTED NAME: David G Young  
TITLE: President  
DATE: 12-03-2024

STATE OF OHIO, WARREN COUNTY, ss.

BE IT REMEMBERED, that on this 3<sup>rd</sup> day of December, 2024 before me, the subscriber, a Notary Public in and for said state, personally came a certain individual known or proven to me to be David G. Young, whose title is President or Vice-President of the Warren County Board of County Commissioners, the Grantee in the foregoing Agreement, and pursuant to the Resolution authorizing such act, did acknowledge the signing thereof to be his or her voluntary act and deed. In compliance with R.C. 147.542 (D)(1), no oath was administered to the signer by this notary in regard to the notarial act.

Notary Public: Ashley M. Watts  
My commission expires: Feb 21, 2029

Approved as to form:

DAVID P. FORNSHELL,  
PROSECUTING ATTORNEY  
WARREN COUNTY, OHIO

By: [Signature]  
Bruce A. McGary, Assistant Prosecutor  
520 Justice Drive, 2<sup>nd</sup> Floor  
Lebanon, OH 45036  
Ph. (513) 695-1384  
Fx. (513) 695-2962  
Email: [bruce.mcgary@warrencountyprosecutor.com](mailto:bruce.mcgary@warrencountyprosecutor.com)



ASHLEY M WATTS  
NOTARY PUBLIC • STATE OF OHIO  
Comm. No. 2024-RE-874816  
My Commission Expires Feb. 21, 2029

GRANTOR:  
Ohio Department of Natural Resources

\_\_\_\_\_  
Jeffrey A. Johnson, Chief  
Division of Natural Areas and Preserves  
Designee for Mary Mertz, Director  
Ohio Department of Natural Resources

STATE OF OHIO  
COUNTY OF \_\_\_\_\_

Before me, a notary public in and for State of Ohio, County of Franklin, personally appeared the above-named Jeffrey A. Johnson, Chief of the Division of Natural Areas and Preserves, designee for Mary Mertz, Director, Department of Natural Resources, on behalf of the State of Ohio, who acknowledged that he did sign the foregoing instrument and that the same was his free act and deed.

In Testimony whereof, I have hereunto set my hand and official seal at \_\_\_\_\_,  
Ohio, this \_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Notary

My Commission Expires: \_\_\_\_\_

APPROVED AND PREPARED BY:  
DAVE YOST  
OHIO ATTORNEY GENERAL

By: \_\_\_\_\_

Title: Assistant Attorney General

Printed Name: \_\_\_\_\_

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

**EXHIBIT A**

Page 1 of 3

RX 250 WD

Rev. 06/09

Ver. Date 10/21/20

PID 106724

**PARCEL 25-WD1  
WAR-CR 282-0.97  
ALL RIGHT, TITLE AND INTEREST IN FEE SIMPLE  
IN THE FOLLOWING DESCRIBED PROPERTY  
WITHOUT LIMITATION OF EXISTING ACCESS RIGHTS**

Grantor/Owner, for himself and his heirs, executors, administrators, successors and assigns, reserves all existing rights of ingress and egress to and from any residual area (as used herein, the expression "Grantor/Owner" includes the plural, and words in the masculine include the feminine or neuter).

[Surveyor's description of the premises follows]

Situate in the State of Ohio, County of Warren, Hamilton Township, City of South Lebanon, located in Military Survey 1547, and being 0.040 acres of the 25.600 acre tract conveyed to The State of Ohio, Department of Natural Resources by deed of record in Official Record 269 Page 464, records of the Recorder's Office, Warren County, Ohio, and being more particularly described as follows;

Being a parcel of land lying on the left side of the Centerline of Construction of Grandin Road (C.R. 150), as delineated upon the WAR-CR 282-0.97 Right-of-Way Plan on file with the Warren County Engineer's Office;

Beginning for Reference at a 1" iron pin found at the intersection of the centerline of Grandin Road (C.R. 150) and the common line of Military Surveys 1547 and 1548;

Thence North 40 deg. 09 min. 25 sec. West, a distance of 2332.49 feet along the common line of said Military Surveys 1547 and 1548 to a point at the northeasterly corner of the 0.936 acre tract and the southeasterly corner of the 0.258 acre tract conveyed to Peter's Cartridge Factory Outparcel Holding, LLC by deeds of record in Document Number 2018-032127 and Document Number 2019-035588, respectively, said point being 140.46 feet left of Grandin Road Centerline of Construction station 113+02.86 and being the Point of True Beginning of the herein described parcel; said point being further located as North 71 deg. 16 min. 39 sec. East, a distance of 0.23 feet from a 1/2" iron pin found;

**EXHIBIT A**

Page 2 of 3

RX 250 WD

Rev. 06/09

Thence continuing North 40 deg. 09 min. 25 sec. West, a distance of 50.30 feet along the common line of Military Surveys 1547 and 1548, and the common line of said 25.600 and 0.258 acre tracts to a point in the southeasterly line of the former Little Miami Railroad (delineated on Track Map 170-8402-0-36), being lands conveyed to the State of Ohio, Department of Natural Resources by deed of record in Official Record 31, Page 913, at the westernmost corner of said 25.600 acre tract; said point being 129.05 feet left of Grandin Road Centerline of Construction station 112+54.22;

Thence with said former southeasterly line of the railroad and the northwesterly line of said 25.600 acre tract, along a curve to the left, having a radius of 1541.31 feet, an arc length of 47.91 feet, a central angle of 01 deg. 46 min. 51 sec., the chord to which bears North 60 deg. 31 min. 56 sec. East, a chord distance of 47.90 feet to an iron pin set, being 176.91 feet left of Grandin Road Centerline of Construction station 112+53.03;

Thence the following two (2) courses and distances along new division lines through said 25.600 acre tract;

1. Thence South 33 deg. 03 min. 51 sec. East, a distance of 27.77 feet to an iron pin set, being 179.81 feet left of Grandin Road Centerline of Construction station 112+79.46;
2. Thence South 32 deg. 13 min. 29 sec. West, a distance of 45.79 feet to the Point of True Beginning of the herein described parcel, containing 0.040 acres, more or less, of which 0.000 acres lies within the existing Present Road Occupied.

Bearings are for project use only and are based on the Ohio State Plane Coordinate System, South Zone, NAD 83 (2011), as measured in 2018 using static GPS methods and derived from NGS OPUS solution reports.

All iron pins set are 3/4 inches in diameter rebar by 30 inches long with a yellow plastic cap stamped "STANTEC".

**EXHIBIT A**

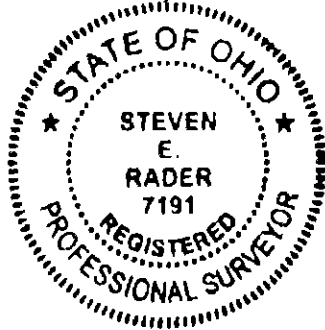
Page 3 of 3

RX 250 WD

Rev. 06/09

This description was prepared by Steven E. Rader, registered surveyor 7191, and is based upon a field survey for Warren County, from 2018 to 2020, by Stantec Consulting Services, Inc., under the direction of said surveyor. The survey plat of which is filed in Vol. 153, Plat 3R, of the Warren County Engineer's record of land surveys.

Instrument reference as of the date this survey was prepared: Official Record 269 Page 464, of the Recorder's Office, Warren County, Ohio.



STANTEC CONSULTING SERVICES INC.

*Steven E Rader* 10/21/20  
Registered Surveyor No. 7191 Date



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

# Resolution

Number 24-1645

Adopted Date December 03, 2024

APPROVING THE FISCAL YEAR 2025 RECLAIM GRANT AMENDMENT THROUGH THE STATE OF OHIO DEPARTMENT OF YOUTH SERVICES ON BEHALF OF THE WARREN COUNTY JUVENILE COURT

BE IT RESOLVED, to approve the FY 2025 RECLAIM Grant Amendment through the State of Ohio Department of Youth Services effective July 01, 2024 to June 30, 2025, on behalf of the Warren County Juvenile Court and authorize the President of this Board to sign documents relative thereto.

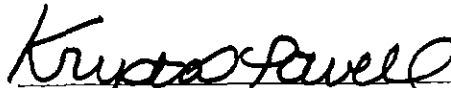
BE IT FURTHER RESOLVED, in the event funding is not available from the State of Ohio Department of Youth Services, the Warren County Board of Commissioners has no further obligation to fund this program.

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

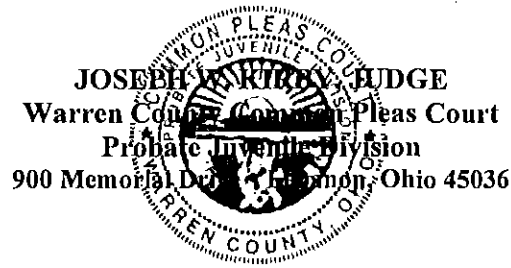
Resolution adopted this 3<sup>rd</sup> day of December 2024.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Krystal Powell, Clerk

cc: c/a—Ohio Department of Youth Services  
Juvenile (file)

CAROLYN A. DUVELIUS  
JENNA L. SEITZ  
JEFFREY W. STUEVE  
MEGAN M. DAVENPORT  
Magistrates



LAURA A. SCHNECKER  
Court Administrator

JOHN C. KASPAR  
Staff Attorney/Mediator

---

November 26, 2024

To: Warren County Board of Commissioners  
From: Laura Schnecker  
Re: FY25 RECLAIM Grant Amendment

Attached you will find FY25 RECLAIM grant amendment #1 from the Warren County Juvenile Court. The original RECLAIM grant application was approved by you on May 21, 2024. The amendment is necessary to reflect the following revisions:

1. Increase the clinical assessment program by \$12,000. This funding is used to provide competency evaluations and attainment services for delinquency cases. This additional \$12,000 is coming from unallocated grant monies.

Documents included for the amendment are:

- Amendment Form/Fiscal Accountability, Attachment A, Page 1
- Attachment A, Page 2
- Updated budget pages for the clinical assessment program

Please feel free to contact me if you have any questions or concerns. Thank you in advance for your time and consideration.

Sincerely,

Laura Schnecker M.A CCE  
513-695-1615  
Laura.schnecker@co.warren.oh.us

**ATTACHMENT A**  
**Page 2**

County: Warren

Prepared By: Laura Schneckner

FY: 25

Phone # 513-695-1615

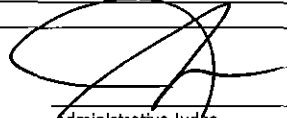
Amendment # 1

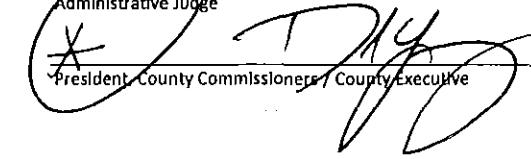
Amendment Type: Realignment of Funds

Funding Category	Activity Purpose	Local Name	Current Budget	Adjustment (+/-)	Program Funding
Subsidy Grant	Behavioral Change	Residential-Mary Haven Youth Center	\$ 798,149.79		\$ 798,149.79
Subsidy Grant	Behavioral Change	Evening Reporting Center	\$ 197,825.13		\$ 197,825.13
Subsidy Grant	Skill Knowledge	Day Treatment Program-SOS	\$ 223,151.64		\$ 223,151.64
Subsidy Grant	Skill Knowledge	Truancy Education Group	\$ 37,500.00		\$ 37,500.00
Subsidy Grant	Skill Knowledge	Parent Success	\$ 26,000.00		\$ 26,000.00
Subsidy Grant	Skill Knowledge	Family Conflict Resolution	\$ 50,000.00		\$ 50,000.00
Subsidy Grant	Support Activity Tracking	GPS	\$ 21,000.00		\$ 21,000.00
Subsidy Grant	Support Activity Tracking	Emergency Foster Care	\$ 3,858.75		\$ 3,858.75
Subsidy Grant	Support Activity Admision	Drug Testing	\$ 6,300.00		\$ 6,300.00
Subsidy Grant	Support Activity Admision	Detention Services	\$ 12,780.00		\$ 12,780.00
Subsidy Grant	Support Activity Admision	Clinical Assessments	\$ 13,550.00	\$ 12,000.00	\$ 25,550.00
Subsidy Grant	Support Activity Admision	Court Appointed Special Advocates	\$ 148,762.40		\$ 148,762.40
JDAI	Behavioral Change	Intensive Home Based	\$ 10,000.00		\$ 10,000.00
JDAI	Grant Administration	JDAI	\$ 1,600.00		\$ 1,600.00
Subsidy Grant	Skill Knowledge	Online Interventions	\$ 4,500.00		\$ 4,500.00
Subsidy Grant	Support Activity Admision	Organized Community Activities	\$ 3,000.00		\$ 3,000.00
Subsidy Grant	Grant Administration	Training	\$ 20,000.00		\$ 20,000.00
Subsidy Grant	Support Activity Tracking	Mentoring Services	\$ 39,000.00		\$ 39,000.00
Subsidy Grant	Support Activity Tracking	Community Service-Restitution	\$ 22,483.00		\$ 22,483.00
<b>Total Program Costs</b>			<b>\$ 1,639,460.71</b>	<b>\$ 12,000.00</b>	<b>\$ 1,651,460.71</b>

Provide an explanation for the amendment and how it will impact the stated objectives in the Grant Agreement:  
 Additional funds for the clinical assessment program is needed which is used to provide competency evaluations & attainment services. As such an additional \$12,000 was added to this program from unallocated monies.

Signatures:

  
 Administrative Judge  
 Date 11-26-24

  
 President County Commissioner  
 County Executive  
 Date 12-3-24

**Amendment Form / Fiscal Accountability**  
**(To Replace Attachment A Page 1 of the Grant Agreement)**

<b>County:</b>	<u>Warren</u>	<b>Amendment #</b>	<u>1</u>
<b>Allocations</b>			
FY 2025 Tentative Base Allocation (YSG/510)	(1A)	\$	326,551.00
FY 2025 Tentative Variable Allocation (RECLAIM/401)	(2A)	\$	1,190,246.08
FY 2025 Supplemental RECLAIM Allocation	(3A)	\$	_____
FY 2025 Targeted RECLAIM Allocation	(4A)	\$	_____
FY 2025 Competitive RECLAIM Allocation	(5A)	\$	_____
FY 2025 JDAI Allocation	(6A)	\$	_____
FY 2025 Y/E EVB Program Development Allocation	(7A)	\$	_____
FY 2025 Behavioral Health/Juvenile Justice (BHJJ)	(8A)	\$	_____
<b>Allocations Subtotal</b>			<b>(A) \$ 1,516,797.08</b>
<b>Tentative Carryover Balance as of 6/30/24 and Carryover Limit</b>			
Subsidy Grant Carryover (YSG + RECLAIM)*	(1B)	\$	263,057.86
Targeted RECLAIM Carryover	(2B)	\$	_____
Competitive RECLAIM Carryover	(3B)	\$	_____
JDAI Carryover	(4B)	\$	12,073.96
Y/E EVB Program Development Carryover (Include any former HB-153 Funds)	(5B)	\$	_____
Behavioral Health/Juvenile Justice (BHJJ)	(6B)	\$	_____
<b>Tentative Carryover Subtotal</b>			<b>(B) \$ 275,131.82</b>
<b>Carryover Limit</b>			<b>(C) \$ 337,622.62</b>
<i>(25% of Total FY 2023 RECLAIM and Youth Services Grant Allocations)</i>			
<b>Exemptions</b>			
Subsidy Grant Carryover Exemption (YSG + RECLAIM)*	(1D)	\$	_____
Targeted RECLAIM Exemption	(2D)	\$	_____
Competitive RECLAIM Exemption	(3D)	\$	_____
JDAI Exemption	(4D)	\$	12,073.96
Y/E EVB Program Development	(5D)	\$	_____
Behavioral Health/Juvenile Justice (BHJJ)	(6D)	\$	_____
<b>Total Exemptions</b>			<b>(D) \$ 12,073.96</b>
<b>Withholdings</b>			
Subsidy Grant (YSG + RECLAIM)*	(1E)	\$	_____
Targeted RECLAIM	(2E)	\$	_____
Competitive RECLAIM	(3E)	\$	_____
JDAI	(4E)	\$	_____
Y/E EVB Program Development	(5E)	\$	_____
Behavioral Health/Juvenile Justice (BHJJ)	(6E)	\$	_____
<b>Withholding Estimate (to be withheld from FY 2025 payments)</b>			<b>(E) \$ _____</b>
<b>Available Program Funds</b>			
Subsidy Grant (YSG + RECLAIM)*	(1F)	\$	1,779,854.94
Targeted RECLAIM	(2F)	\$	_____
Competitive RECLAIM	(3F)	\$	_____
JDAI	(4F)	\$	12,073.96
Y/E EVB Program Development	(5F)	\$	_____
Behavioral Health/Juvenile Justice (BHJJ)	(6F)	\$	_____
<b>Total Available FY 2025 Program Funds</b>			<b>(F) \$ 1,791,928.90</b>
<b>Estimated Program Costs</b>			
Subsidy Grant Estimated Program Costs (YSG & RECLAIM)*	(1G)	\$	1,639,860.71
Targeted RECLAIM Estimated Program Costs	(2G)	\$	_____
Competitive RECLAIM Estimated Program Costs	(3G)	\$	_____
JDAI Estimated Program Costs	(4G)	\$	11,600.00
Y/E EVB Program Development Costs	(5G)	\$	_____
Behavioral Health/Juvenile Justice (BHJJ)	(6G)	\$	_____
<b>Total Estimated FY 2025 Expenditures</b>			<b>(G) \$ 1,651,460.71</b>
<b>Unallocated Funds</b>			
Subsidy Grant Unallocated (YSG & RECLAIM)*	(1H)	\$	139,994.23
Targeted RECLAIM Unallocated	(2H)	\$	_____
Competitive RECLAIM Unallocated	(3H)	\$	_____
JDAI Unallocated	(4H)	\$	473.96
Y/E EVB Program Development Unallocated	(5H)	\$	_____
Behavioral Health/Juvenile Justice (BHJJ)	(6H)	\$	_____
<b>Total Unallocated FY 2025 Funds</b>			<b>(H) \$ 140,468.19</b>
<i>* Supplemental Allocation included in RECLAIM amount</i>			

## Purchased or Contract Services Budget Form

COUNTY: Warren

FUNDING CATEGORY: Subsidy Grant

Activity Purpose: Support Activity Admissions

LOCAL PROGRAM / ACTIVITY NAME: Clinical Assessments

Agency Name/Individual (List all Providers by Name)	Public/ Private	Services to be provided	Quantity	Unit Costs	Total
Various	Private	Clinical Assessments to include but not limited to: Competency psychological, psychiatric, restoration, and possibly testimony regarding completed assessments.	20	\$ 550.00	\$ 11,000.00
Various	Private	Restoration & attainment services	10	\$ 1,445.00	\$ 14,550.00
<b>Total Purchased or Contract Services</b>					<b>\$ 25,550.00</b>

Note: If the services to be provided are out-of-home placement, the facilities must either be approved by the Department of Youth Services per the minimum standards or licensed by the authorized state agency.

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

# Resolution

Number 24-1646

Adopted Date December 03, 2024

ENTERING INTO A YOUTH WORKSITE AGREEMENT ON BEHALF OF  
OHIO MEANS JOBS WARREN COUNTY

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

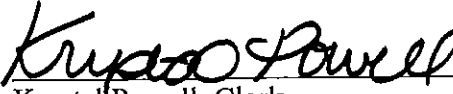
Warren County Health Department  
416 S East St  
Lebanon, Ohio 45036

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

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

Resolution adopted this 3<sup>rd</sup> day of December 2024.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Krystal Powell, Clerk

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

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

This agreement is entered into by and between on this 19 day of Nov, 2024, between the Warren County Board of Commissioners on behalf of the OhioMeansJobs Warren County, 300 East Silver St, Lebanon, Ohio 45036, hereinafter referred to as OMJWC, **Warren County Health Department, 416 S. East St., Lebanon, Ohio 45036**, hereinafter referred to as Worksite, for the employment of youth as authorized by the TANF Summer Youth Employment Program from date of action by the Board of Commissioners through June 30, 2025.

**WITNESSETH:**

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

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

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

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

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

Work Experience Program records and/or the participant's file: name and age of participant, application, employment questionnaire, job location, job title and job description. Worksite information will be included in Attachment A of the Worksite Agreement. Additional participants may be added throughout the duration of the Worksite Agreement.

- D. Youth may be required to attend TANF Summer Youth required training sessions and seminars. These will be scheduled in advance in collaboration with the Worksite Supervisor and the TANF Work Experience Program Supervisor and Coordinator. In the event that a session takes place during the youth's regularly scheduled work time, the total time spent in paid training cannot exceed the number of hours permitted for that particular day as specified in this agreement.
- E. OMJWC or its authorized representative, the Secretary of Labor or his/her authorized representative(s) and the Governor of the State of Ohio or his/her authorized representative(s) may at all times have the right to access, and inspect when necessary and without prior notice, the place of work under this agreement and any records pertinent to this agreement, to assure the progress and quality of training or to determine compliance with the agreement's terms.
- F. The Worksite agrees that the services of the TANF Work Experience Program participants will not displace regular employees, but will be used to augment the regular workforce or for special programs designed for youth. Further, any Worksite that has laid-off an employee within a requested job classification will not have its request filled until twelve months from the date that the lay-off occurred.
- G. The Worksite agrees that youth will not be involved in programs or activities which are in violation of Federal or State regulations, as amended, governing religious/sectarian or political activities.
- H. The Worksite shall save and hold harmless OMJWC, OhioMeansJobs of Warren County, the Board of Warren County Commissioners and their employees from liability of any nature arising from the participation in TANF Summer Youth funded programs, including, but not limited to: cost and expenses for or on account of any suits or damages of any character whatsoever resulting from injuries or damages sustained by persons or property resulting in whole or in part from negligent performance or omission of an employee, agent or representative of the Worksite, as well as the youth and other individuals working for the Worksite agency pursuant to this agreement.
- I. The Worksite agrees to provide, at their expense, adequate and qualified adult supervision. The Worksite must be responsible for assuring the Worksite Supervisors comply with the requests of the TANF Work Experience Program Coordinator regarding issues related to TANF Work Experience Program participants and in particular, maintain accurate youth timesheets. The Worksite Supervisor will be held responsible for keeping accurate records of hours worked by each youth.



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

Wages requested must be for hours worked (or spent in OMJWC approved training/counseling sessions scheduled during regular work hours only). Time sheets must be signed by each youth and his/her supervisor before payroll checks can be issued. Records pertinent to this agreement shall be retained by the worksite for the duration of the program and thereafter delivered to OMJWC within seven days to be properly stored.

- J. The Worksite assures that no person under its employment who presently exercises any functions or responsibilities in connection with OMJWC or TANF Summer Youth funded projects or programs, has or had any financial interest, direct or indirect; in this agreement, nor will the Worksite hire any person having such financial interest.
- K. The Worksite assures that it will fully comply with the requirements of the OMJWC, all Federal regulations.
- L. The Worksite agrees to abide by all Federal, State and local labor laws; State of Ohio and Federal Child Labor Law restrictions (Attachment B); Civil Rights Provisions which include, but are not limited to, Title VI and VII of the 1964 Civil Rights Act; Ohio Revised Code 4112; Age Discrimination Enforcement Act; Rehabilitation Act of 1973; as well as any and all amendments thereto.
- M. The Worksite agrees and understands that participation in TANF Work Experience Programs requires no compensation of any kind to either party, and that there will be no compensation of any kind made to the Worksite.
- N. The Worksite shall comply with all Federal and State Occupational Safety and Health Regulations (OSHA) dealing with safety of workers on the worksite. The Worksite shall save and hold harmless OMJWC, OhioMeansJobs of Warren County, The Board of Warren County Commissioners, the Area 12 Council of Governments, Area 12 Workforce Investment Board and their employees, from any and all liability that may arise as a result of an OSHA violation.
- O. Any changes in supervision, Worksite location, work duties or schedule for youth assigned to the Worksite, or any other changes in this Agreement, will be made only with prior written notification to and written approval from the OMJWC TANF Work Experience Program Coordinator. Failure to follow this procedure may result in immediate termination of the Worksite Agreement at the sole discretion of OMJWC.
- P. The Worksite and the OMJWC understand and agree that signing of this agreement does not guarantee the placement of youth at the Worksite(s). OMJWC will notify the Worksite if there will be a reduced number or no

placement of youth due to the unavailability of youth within fifteen (15) days after the beginning of the program.

Q. This agreement may be terminated without cause ten days following the receipt of written notice of termination given by either party. This agreement may be immediately terminated without legal or financial liability of OMJWC for the causes listed below:

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

R. INSURANCE

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

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

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

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

Vendor (worksite) shall provide Warren County with a certificate of insurance evidencing such coverage and conditions set forth herein, and shall provide thirty (30) days notice of cancellation or non-renewal to Warren County. Such certificates shall provide that the insurer notify Vendee in writing should any of the above described policies be canceled before the expiration date thereof, to be mailed by the insurer to the Vendee not less than 30 days prior to said cancellation date.

Vendor (worksite) shall also deliver to Lessor, at least 15 days prior to the expiration date of each policy or policies (or of any renewal policy or policies), certificates for the renewal policies of the insurance coverage required herein.

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

T.  **GROUNDS FOR DISCIPLINARY ACTION AND PENALTIES.** Upon enrollment, each youth will be given work rules and the disciplinary policies (Attachment C) which is included in the Youth’s Participant Manual. If the Worksite has any additional rules which shall apply to the youth’s conduct, these shall be indicated in the space provided below. The Worksite may add rules or reinforce rules, but no rules may be deleted from Attachment C. It is agreed that the rules indicated in Attachment C will be in effect at the Worksite.

Rule:	Group:

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

IN WITNESS WHEREOF, the parties have executed this Agreement on this 3<sup>rd</sup>  
day of December, 2024.

**WARREN COUNTY BOARD OF COMMISSIONERS:**

\*  
\_\_\_\_\_  
David G Young, President

**WORKSITE:**

Warren County Health District  
\_\_\_\_\_  
Worksite Name

Donne Strassburg 11-19-24  
\_\_\_\_\_  
Signature/Worksite Administrator Date

Health Commissioner  
\_\_\_\_\_  
Title of Worksite Administrator

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

\_\_\_\_\_  
Signature of Authorized Organized Labor Representative Date

**WARREN COUNTY JFS, DIVISION OF HUMAN SERVICES**

Josh Hisle 11.20.24  
\_\_\_\_\_  
Josh Hisle, Deputy Director Date

**APPROVED AS TO FORM:**

Adam Nice 11/20/24  
\_\_\_\_\_  
Adam Nice, Assistant Prosecuting Attorney

Attachment A

**Warren Co. TANF Summer Youth Employment Program  
Request Form**

I. Agency Information:

Agency Name: Warren County Health District

Address: 416 S. East Street, Lebanon, OH 45036

Phone: 513-695-1220 E-mail cbalster@wcchd.com

Agency Administrator: Duane Stansbury

Contact Person: Chris Balster

FEIN#: 31-6000058

II. Program Information: Work for the youth will begin at the worksite on or about ASAP and continue until on or about 180 Days. Be sure that you have enough work for the number of youth you request. Youth will work a maximum of 40 hours per week, normally 8.0 hours per day. Any request for change in hours, job duties or supervisor must be made in written or verbal form to the One-Stop in advance of the change.

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

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

Worksite	Name and Phone # of Supervisor	Number of youth requested	Preferred Age of Youth	Schedule of Hours	Interview Requested?
Warren County Health District – Front Desk	Vicki Cook 513-695-1464	One	16+	From: 7:30am To: 4:00pm	Yes No
Warren County Health District – Environmental Health	Tara Thornton 513-695-1498	One		From: To:	Yes No

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

Worksite #1 WCHD- Front Desk. Worker will assist with clerical duties by staffing an information desk at the entrance of the building. The individual will be responsible for helping direct customers to numerous Warren County agencies as well as providing

Attachment B

Minor Labor Laws

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

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

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

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

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

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

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

# Resolution

Number 24-1647

Adopted Date December 03, 2024

ENTERING INTO A CONTRACT WITH TRANSFR, INC. ON BEHALF OF  
OHIOMEANSJOBS WARREN COUNTY


BE IT RESOLVED, to enter into a contract with TRANSFR, Inc. on behalf of OhioMeansJobs Warren County, for the subscription services for four (4) headsets for career exploration in virtual reality beginning December 1, 2024 and terminating on December 1, 2025 at a cost of \$20,000. 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 – absent  
Mr. Young – yea  
Mrs. Jones – yea

Resolution adopted this 3<sup>rd</sup> day of December 2024.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Krystal Powell, Clerk

cc: c/a—TRANSFR, Inc.  
OhioMeansJobs (file)



## MASTER SERVICES AGREEMENT

This Master Services Agreement (the “**Agreement**”), dated and effective as of December 2, 2024 (the “**Effective Date**”), is made and entered into between Transfr Inc., a Delaware corporation located at 333 West 39th Street, Suite 802, New York, New York 10018 (“**Transfr**”) and OhioMeansJobs Warren County a educational institution located at 300 East Silver Street, Lebanon, Ohio 45036 (“**Customer**”) (each a “**Party**” and collectively, the “**Parties**”).

**WHEREAS**, Transfr is engaged in the business of developing, distributing, and/or selling virtual reality software and related services; and

**WHEREAS**, Transfr and the Customer desire to agree on terms which will be applied to govern Transfr’s provision of certain services and equipment to the Customer.

**NOW, THEREFORE**, in consideration of the foregoing and for other good and valuable consideration, the receipt and adequacy of which hereby are mutually acknowledged, the Parties intending to be legally bound do hereby agree as follows:

### 1. **Services.**

1.1. **Software Services: Use.** The Customer agrees to retain Transfr, and Transfr agrees to be retained, to license virtual reality training simulation services to the Customer (the “**Software Services**”) for use by the Customer’s designated “**Participants**” as defined in Section 1.4.3 herein, and related services as set forth in an individual service order executed between the Customer and Transfr (each, a “**Service Order**”). Implementation Training and Technical Support services are included for the term of the contract.

1.2. **Hardware Services.** In connection with the Software Services provided, Transfr may provide to Customer certain virtual reality equipment (“**Equipment**”) as required and requested by Customer. For the avoidance of doubt, all capitalized references in this Agreement to “**Equipment**” shall refer exclusively to equipment provided to the Customer by Transfr. In the event Customer receives Equipment, Transfr shall provide maintenance and repair services for such Equipment (the “**Hardware Services**”; and together with the Software Services, the “**Services**”). The type and total amount of Equipment to be provided to Customer, if any shall be noted on the applicable Service Order.

1.3. **Additional Related Services.** In addition to the Software Services, Transfr may provide supplemental programmatic services.

### 1.4. **Technical Requirements For The Use of Software Services and Equipment:**

1.4.1. **WIFI Access Required:** Use of the Equipment, and the Software Services requires that Customer provide access to a WIFI network properly configured for this use for all its Participants.

1.4.2. **Other Maintenance Actions That Require WIFI Access:** Occasionally, Transfr may need to update the Software Services, and Equipment software, over the WIFI network, which may include, but is not limited to, bug fixes or patches, the addition of new features, and plug-ins.

1.4.3. **Network Access and Network Hardware Costs Not Included in Service:** Transfr does not provide network services or network hardware as a part of the Services or otherwise in connection with the Agreement. It is the sole responsibility of the Customer to ensure that WIFI access is both established and of sufficient bandwidth for



the Customer's designated users of the Software Services and/or Equipment (such users hereinafter, "**Participants**") to properly access and engage the Software Services. Headsets require WiFi Internet Access - standard training sessions require a WIFI speed of approximately 50 mbps. Failure to provide sufficient WIFI access and networking shall result in the Software Services and Equipment being unavailable and/or non-functional and Customer acknowledges and agrees that Transfr shall not be liable for any such unavailability and/or non-functionality.

**1.4.4. Additional Technical Specifications:** Additional Technical Specifications can be accessed here: <https://transfrinc.com/tech-specifications/>(the "**Technical Specifications**"). If Customer's systems, hardware, and networking are insufficient pursuant to the Technical Specifications, Customer acknowledges and agrees that the Equipment and/or Software Services may be unavailable and/or nonfunctional and that Transfr shall not be liable for any such unavailability and/or non-functionality.

**1.5. Service Orders.** Each Service Order will incorporate this Agreement by reference and shall constitute a unique agreement and shall stand alone with respect to any other Service Order entered under this Agreement. To the extent that terms and/or provisions of a Service Order conflict with the terms and/or provisions of this Agreement, the terms and/or provisions of this Agreement shall control unless the Service Order expressly states otherwise. Transfr and the Customer agree that the Service Order shall set forth a reasonable schedule for the Services to be performed, and each Party will use commercially reasonable efforts to comply with the timelines stated therein.

**1.6. Payment for Services; Refunds.**

**1.6.1. Payment for Services.** In consideration for Transfr performing the Services, the Customer shall pay the amounts as set out, and in accordance with the timeline set forth, as set out and in accordance with the payment set forth in the applicable Service Order.

**1.6.2. Refunds.** Except for termination as outlined in section 3.2.2 herein, Transfr does not offer refunds for Services. In the event of a defect with the Software Services, Transfr will work to correct the same in accordance with Section 1.4.2; In the event of a defect with any Equipment provided by Transfr, that is not the result of Customer misuse or damage, Transfr shall replace the Equipment in accordance with Section 2.5. In the event of a termination pursuant to section 3.2.2, Customer may receive a pro rata refund for any portion of the Services paid for but unused as of the date of termination.

**2. Equipment.**

**2.1. Use of Equipment.** The Customer agrees to use any Equipment provided by Transfr with the Software Services for training and development, and not for any other commercial use or application. The Customer shall be responsible for the proper receiving, secure storage, use and deployment of the Equipment. Transfr shall provide training to the Customer on the proper use of the Equipment and any Equipment use procedures; provided, however, the Customer shall be responsible for training its Participants on the proper use of the Equipment in accordance with any Equipment use procedures. The Customer shall be responsible for the proper storage, use, and deployment of the Equipment. When not in use, the Customer shall ensure that the Equipment is stored in a secure location. The Customer shall ensure that its Participants (or in the case of minors, legal representatives of such Participants) have read and agreed to Transfr's disclaimers contained in the software, and, referenced in Section 13 herein.

**2.2. Title to the Equipment.** Except as otherwise provided in this Agreement, title to the Equipment shall remain with Transfr.

**2.3. Receipt and Return of Equipment.** The Customer shall be responsible for the safe packaging, proper import, export, shipping and receiving of the Equipment. The Equipment shall be shipped back to Transfr within seven (7) business days of the earlier of either the "End Date" identified on the applicable Service Order, or the date of termination or expiration of this Agreement. The Equipment shall be shipped via USPS, UPS, FEDEX or other major commercial carrier, with tracking. All Equipment shall be returned to Transfr in as good a condition as when received by the Company, except for reasonable wear and tear.

2.4. Maintenance and Repair. The Customer agrees that Transfr shall be the exclusive provider of maintenance and repair services for the Equipment.

2.5. Defective Equipment. Transfr will ensure that all Equipment we provide is up-to-date with regard to all specifications required to support the Software Services. If any Equipment is defective (excluding any misuse or damage done to the Equipment by Customer including its Participants), Customer shall return the defective unit(s) to Transfr and Customer will receive a replacement unit at no additional cost to Customer.

2.6. Replacement of Lost, Stolen, or Damaged Equipment. In the event that any Equipment, including any peripheral part(s) thereto, is lost, stolen, damaged due to misuse or use beyond normal wear and tear, or vandalism, or theft, (i) the Customer agrees to promptly notify Transfr upon discovery of damage or loss of the Equipment and return any damaged Equipment to Transfr; (ii) the Customer is responsible for the full cost of repair or replacement of the Equipment and peripheral parts, including shipping costs, and costs of setup; and (iii) the Customer assumes custody of the Equipment until it is returned to Transfr.

### 3. Term and Termination.

3.1. Term. This Agreement shall commence on the Start Date as set forth on the applicable Service Order, and expire on the End Date indicated in the Service Order, unless terminated earlier in accordance with Section 3.2 herein.

3.2. Termination. This Agreement or any and all associated Service Orders may be terminated before the End Date as follows:

3.2.1. by Transfr, if Customer fails to pay any amount when due hereunder and such failure continues for thirty (30) days after Transfr's delivery to Customer of written notice of nonpayment;

3.2.2 by either Party, if the other Party breaches any provision of this Agreement and either the breach cannot be cured or, if the breach can be cured, it is not cured by the breaching Party within thirty (30) days after the non-breaching Party's delivery to the other Party of written notice of such breach; or

3.2.3. by either Party, upon delivery of written notice effective immediately, if the other Party (i) ceases, or threatens to cease, to carry on business; (ii) becomes insolvent, is dissolved or liquidated, makes a general assignment for the benefit of its creditors, or files or has filed against it, a petition in bankruptcy; or (iii) has a receiver appointed for a substantial part of its assets and is not discharged within thirty (30) days after the date of such appointment.

### 3.3. Duties Upon Termination.

3.3.1. Cooperation. Upon termination of this Agreement or any Service Order, the Parties will wind down activities and associated costs prior to the performance of any additional tasks not otherwise addressed in such Service Order. The Parties will reasonably cooperate with each other to provide for an orderly cessation of Services.

3.3.2. Customer Return Obligation. The Customer shall return all Equipment to Transfr by mail as outlined in Section 2.3, within seven (7) days of the expiration or termination of this Agreement or the Service Order, as applicable.

3.3.3. Payment. The Customer will promptly pay or reimburse Transfr for any amounts owed, but not yet paid, for Services performed or expenses incurred, if any, up to the effective date of termination.

### 4. Representations and Warranties; Limitation of Warranties.

4.1. Representations and Warranties. Each Party represents and warrants to the other Party that: (i) it is duly organized, validly existing and in good standing as a corporation or other entity as represented herein under the laws and regulations of its jurisdiction of incorporation, organization or chartering; (ii) it has the full right, power and authority to enter into this Agreement, to grant the rights and licenses granted hereunder and to perform its obligations

hereunder; (iii) the execution of this Agreement by its representatives whose signature is set forth at the end hereof has been duly authorized by all necessary corporate action of the Party; (iv) when executed and delivered by such Party, this Agreement will constitute the legal, valid and binding obligation of such Party, enforceable against such Party in accordance with its terms; (v) it shall perform its obligations hereunder in compliance with all applicable laws; (vi) it has control (by ownership, license or otherwise) of the entire right, title, and interest in and to the Transfr Materials or Customer Materials, as applicable, and the other Party's use of the Transfr Materials or Customer Materials, as applicable, will not infringe any intellectual property rights of any third-party.

**4.2. Limitation of Warranties.** Transfr warrants that the Services will be performed in a professional and workmanlike manner in accordance with applicable professional standards. THE PRECEDING IS TRANSFR'S ONLY WARRANTY CONCERNING THE SERVICES AND IS MADE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES AND REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY OR OTHERWISE. TRANSFR DOES NOT WARRANT THAT THE CONTENT IS ERROR-FREE, WILL RUN UNINTERRUPTED, OR THAT ALL ERRORS CAN OR WILL BE CORRECTED. TRANSFR MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES, THE EQUIPMENT OR THE "PRODUCT" (AS DEFINED IN SECTION 6 HEREIN).

**5. Confidentiality and Non-Disclosure.** Both Parties understand and agree that during the Term of this Agreement and thereafter, they may receive or become aware of confidential or otherwise sensitive information of the other, which may include, without limitation, information such as analyses, projects, reports, technical/ financial/budgetary information, proprietary concepts, internal processes, methodologies and intellectual property. The Parties agree, for the Term of this Agreement and for a period of five (5) years thereafter, to keep such information confidential, and they further agree to not communicate, divulge, disclose or otherwise use, directly or indirectly, such information, except where: (a) required for the performance of their duties under this Agreement; (b) required by applicable laws; or (c) the information enters the public domain without the fault of the Parties hereto.

## **6. Intellectual Property.**

**6.1. Ownership of Intellectual Property.** As between Transfr and the Customer, Transfr owns and shall retain all right, title, and interest, including, without limitation, all intellectual property rights, in and to Transfr's trademarks proprietary indicia, and the Software Services (collectively, "Transfr Intellectual Property"). The Customer shall have only those rights in and to such items as are expressly granted to the Customer under this Agreement. The Parties agree that any (a) additional intellectual property, industrial property or proprietary rights (including patents, copyrights and know-how) and/or (b) results, work product, content, reports or other deliverables in any form or media, in each case, that are created, invented, utilized or developed by Transfr or its designees in connection with this Agreement (collectively the "Product") are owned solely by Transfr.

**6.1.1. Feedback.** If the Customer or any of its employees, contractors or Participants sends or transmits any communications or materials to Transfr by mail, email, telephone, or otherwise, suggesting or recommending changes to the Transfr Intellectual Property, including without limitation, new features or functionality relating thereto, or any comments, questions, suggestions, or the like ("Feedback"), Transfr is free to use such Feedback irrespective of any other obligation or limitation between the Parties governing such Feedback. The Customer hereby assigns to Transfr on the Customer's behalf, and on behalf of its employees, contractors, agents and Participants, and to the extent required, agrees to obtain on Transfr's behalf all consents necessary to assign to Transfr, all right, title, and interest in, and Transfr is free to use, without any attribution or compensation to any party, any ideas, know-how, concepts, techniques, or other intellectual property rights contained in the Feedback, for any purpose whatsoever, although Transfr is not required to use any Feedback. Transfr acknowledges that all Feedback is provided "as-is" without any representations or warranties from any providers of Feedback.

## **6.2. Grant of Intellectual Property Licenses.**

**6.2.1.** The Customer hereby grants Transfr a fully paid, perpetual, non-exclusive, sub-licensable, non-revocable, license under and to all intellectual property rights owned or controlled by the Customer that are utilized by Transfr as far as strictly necessary for the development of the Product or any improvement or derivative thereof.

6.2.2. For the duration of the Term of this Agreement, Transfr grants to the Customer a non-exclusive, non-revocable license to distribute the Product solely in the form provided by Transfr and exclusively for the use as set forth in Section 1.1.

## 7. Liability.

7.1. Each party to this Agreement agrees to be liable for its own respective legally adjudicated negligent acts or negligent omissions, intentional or wrongful acts or omissions, by or through itself, its employees and/or agents. Each party further agrees to defend itself its respective employees and/or agents and pay any judgments and costs arising out of such legally adjudicated negligent, intentional or wrongful acts or omissions.

## 8. Limitation of Liability.

8.2. **Limitation of Liability.** TRANSFR SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION, LOST DATA OR LOST PROFITS, OR COSTS OF PROCURING SUBSTITUTE GOODS OR SERVICES, HOWEVER ARISING, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8.3. **Damages.** TRANSFR'S LIABILITY FOR DAMAGES ARISING OUT OF, RELATING TO OR IN ANY WAY CONNECTED WITH THIS AGREEMENT SHALL IN NO EVENT EXCEED THE CUMULATIVE SUM OF ALL FEES PAID BY THE CUSTOMER TO TRANSFR WITHIN THE TWELVE MONTH PERIOD IMMEDIATELY PRECEDING THE CLAIM. THE PARTIES AGREE TO THE ALLOCATION OF LIABILITY SET FORTH IN THIS SECTION. THE CUSTOMER ACKNOWLEDGES THAT WITHOUT ITS AGREEMENT TO THE LIMITATIONS CONTAINED HEREIN, THE FEES CHARGED BY TRANSFR WOULD BE HIGHER.

## 9. Legal and Regulatory Compliance.

9.1. **FERPA Compliance.** For our Customers in the Education Sector. By using Transfr's Site and Services, Customer confirms that Customer does and shall continue to comply with all applicable federal and state privacy laws, including, the Family Educational Rights and Privacy Act (FERPA), including without limitation, 34 CFR §99.37, regarding disclosures of "Directory Information".

9.2. **COPPA Compliance; Notice to Educational Institutions.** The following notice is for our Customers in the Education Sector with regards to students under the age of 13 ("Student(s)") in compliance with the Children's Online Privacy Protection Act (COPPA): Customer's consent is required for the collection, use, or disclosure of all Student personal information. Transfr's collection and use of personal information from Students is limited to an educational context, in which the collection is for the use and benefit of Customer and Customer's Students and for no other commercial purpose. Transfr will not collect, use, or disclose any personal information from the Student without Customer's consent.

9.2.1. **Personal Information Collected.** Customers who purchase our "Transfr Trek" application (the "App") may be required to provide the first and last name, username and email address for each Student who uses the App. For details on how we use this information, please see our [Privacy Policy](#).

## 10. Non-Solicitation.

10.1. During the Term of this Agreement and for a period of one (1) year following the later of, the expiration or termination of this Agreement, or, the completion or termination of the last Statement of Work under this Agreement, Customer shall not, and shall not permit any of its affiliates to, either directly or indirectly, on Customer's own behalf or in the service or on behalf of others, solicit, recruit or attempt to persuade any employee or contractor of Transfr, to terminate such person's employment or work with Transfr. However, Customer shall not be precluded from hiring any person: (i) who responds to any general solicitation or advertisement; (ii) who contacts Customer on his or her own initiative without any direct or indirect solicitation or encouragement from Customer other than any general solicitation or advertisement; (iii) whose employment or work with Transfr is terminated by Transfr; (iv) whose employment or

service relationship has been terminated by the employee or contractor at least 180 days prior; or (v) with whom the Customer has not had any contact in connection with performance of the Services.

10.2 If Customer hires any employee or contractor of Transfr in violation of its non-solicitation obligations hereunder, then Transfr will bill Customer, and Customer agrees to pay to Transfr, a sum equal to six (6) months of the employee's or contractor's wages or fees, as applicable, as liquidated damages. Customer agrees and acknowledges that its non-solicitation obligations hereunder are essential to the protection of Transfr's business. Furthermore, the Parties acknowledge and agree that harm caused to Transfr by Customer's breach of its non-solicitation obligations hereunder would be impossible or very difficult to accurately estimate at the time of the breach and that the liquidated damages are a reasonable estimate of the anticipated or actual harm that might arise from such breach.

## 11. Marketing.

11.1. The Customer hereby grants Transfr a non-exclusive, non-transferable, non-sublicensable, license to use and publicly display the trademarks, service marks, logos, domain names or other designations of origin of the Customer ("Marks") on Transfr's websites for promotional purposes. Transfr may use and publicly display Marks without Customer's prior written approval, but only in accordance with any other trademark guidelines provided to Transfr by Customer. In the event Customer reasonably objects to any use of its Marks by Transfr, Customer must notify Transfr in writing, and Transfr shall cease such use (or modify its use such that it is no longer objectionable) promptly after receipt of such Notice.

11.2. Transfr may publicly display any testimonials by the Customer detailing the Customer's use of Transfr for the Services set forth in any Service Order or selection of Service Orders hereunder on Transfr's websites for promotional purposes. Transfr may publicly display any testimonials without Customer's prior written approval, but only in accordance with any other reasonable guidelines provided to Transfr by Customer. In the event Customer reasonably objects to any use of its testimonials by Transfr, Customer shall notify Transfr in writing, and Transfr shall cease such use (or modify its use such that it is no longer objectionable) promptly after receipt of such Notice.

11.3. Upon the successful completion of the Services set forth in any Service Order hereunder, Transfr may disseminate publicly a case study detailing Customer's use of Transfr for the Services set forth in any Service Order or selection of Service Orders hereunder. The terms of the case study shall be as proposed by Transfr but subject to Customer's reasonable approval, not to be unreasonably withheld or delayed. For the avoidance of doubt, nothing in this Section 11 affects Transfr's obligation to protect Customer's Confidential Information pursuant to the terms of this Agreement.

12. **Conditional Provisions.** The following sections are applicable only as indicated.

12.1. ManageXR MDM Customers. *This Section only applies to Customers who purchase the ManageXR MDM platform (the "ManageXR Platform") through Transfr.*

12.1. Authorized Reseller. Customer acknowledges that Transfr is an authorized reseller of the ManageXR Platform.

12.1.2. No Resell or Redistribution. Customer shall use the ManageXR Platform solely for itself and will not permit or encourage any one else to, license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit the ManageXR Platform in any way.

12.1.3. Acceptance of Pass-Through Terms. Customer acknowledges and agrees that Customer's use of the ManageXR Platform shall be governed by the Mighty Immersion Customer Agreement found at <https://www.managexr.com/legal/terms-of-service/>.

12.2. Virtual Health Clinic Customers. *This Section only applies to Customers who purchase Virtual Health Clinic ("VHC") licenses.* Customer will also receive 12 months of access to the Health Science Career Exploration simulations (once each is released) or through the end of their current term (whichever is sooner) as a complimentary addition.

12.3. For Customers who purchase an Enhanced Services Package. *This Section only applies to Customers who purchase an Enhanced Services Package.* All Enhanced Service Packages are one-time services to be performed on a single day unless otherwise negotiated and agreed to in writing. All packages must be used by the end of the contract term, or within one year of the purchase date, for multi-year agreements. Enhanced Service Packages purchased but not used within the timeframe noted above, will be forfeited. Transfr will provide customers with an outline of the day. Customer should expect 1 hour of set up, 3-4 hours of active training, and 1 hour for tear down.

### 13. Miscellaneous.

13.1. Assignment. The Customer may not assign its rights, liabilities or obligations under this Agreement without the prior written consent of Transfr. Any purported assignment by the Customer shall be null and void. Transfr may freely assign this Agreement in its entirety in connection with a merger, acquisition or similar transaction. Subject to the limits on assignment stated above, this Agreement will inure to the benefit of, be binding on, and be enforceable against, each of the Parties hereto and their respective successors and assigns.

13.2. Service and Software Accessibility Standards. Transfr designs hands-on simulation-based training to prepare trainees to perform physical tasks in the workplace. Transfr's simulation training follows common industrial workplace standards.

13.3. Disclaimers: There are important health and safety warnings and instructions that you must read before using Transfr's products, which can be accessed both in the headset prior to use, and at: <https://transfrinc.com/transfr-inc-safety-precautions/>. Customer agrees to inform all users and instructors to review the afore-mentioned warnings and instructions as well as the Disclaimers in this Section 13.3, inclusive of Sections 13.3.1 through 13.3.2, prior to using the headset(s).

13.3.1. By using Transfr's products, you represent and warrant that you have read and understand these warnings and instructions. We may update or revise these warnings and instructions, so please review them periodically. If third-party content is accessed additional health and safety warnings and instructions may be provided by the developers of that content.

13.3.2. You expressly acknowledge and agree that your access to and use of the Transfr products is at your sole risk. To the maximum extent permitted by applicable law, Transfr's products are provided on an "as is" and "as available" basis, and Transfr expressly disclaims all representations, warranties and conditions (express or implied, oral or written), including any implied warranties of merchantability, fitness for a particular purpose and non-infringement; In addition, Transfr does not represent or warrant that (a) the functions contained in Transfr's products will be accurate or meet your requirements, (b) the operation of Transfr's products will be secure, uninterrupted, error-free or virus-free, or (c) any defects in Transfr's products will be able to be corrected. No oral or written information, guidelines or advice given by Transfr will create an express or implied warranty. Where the laws of some states or jurisdictions prohibit the disclaimer of implied warranties, the disclaimers provided in this Section 13.3.2 will not apply.

13.4. ADA Compliance. Transfr provides hands-on simulation-based training to prepare trainees to perform physical tasks in the workplace. Delivering effective and safe training requires that trainees be able to perform tasks to the standards of the workplace. The inability of a trainee to perform these tasks in simulation-based training may indicate that the trainee is unable to meet the standards of the workplace, and therefore may pose a risk of harm to themselves, coworkers, and/or the customer(s) in the workplace.

13.5. Governing Law; Venue - Arbitration. The Parties hereby agree that all claims arising out of or relating to this Agreement, shall be governed exclusively by, and construed exclusively in accordance with, the laws of the United States and the State of Ohio. Any dispute, controversy or claim ("Dispute") arising out of or relating to this

Agreement, including any question regarding its breach, existence, validity or termination or the legal relationships established by this agreement, or any non-contractual claims (whether in tort or otherwise), shall be referred to and determined by final and binding arbitration in accordance with the American Arbitration Association ("AAA") in accordance with its Commercial Arbitration Rules (the "Rules") then in effect, including the Rules permitting parties to seek and obtain injunctive relief through arbitration, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The arbitral proceedings shall be presided over by a panel of three (3) impartial arbitrators to be appointed by the AAA in accordance with the Rules. The arbitrators shall have the authority to award any relief authorized by law in connection with the asserted Dispute, except that the arbitrators shall have no authority to award punitive damages, and each Party hereby waives any right to seek or recover punitive damages with respect to any Dispute resolved by arbitration. Each Party shall pay its own costs of arbitration, including its own attorneys' fees. Nothing herein shall prevent the Parties from settling any Dispute by mutual agreement at any time.

13.6. Equal Opportunity Employer. Transfr is committed to providing equal opportunity to all, irrespective of age, survival disability, gender reassignment, marriage or civil partnership, pregnancy/maternity, race (including color, ethnicity or national origin), religion or belief, sex or sexual orientation, which are all protected characteristics in law.

13.7. Fees and Taxes. Customer shall be responsible for the payment of any and all applicable local, state, and federal taxes or fees however designated, unless customer provides to Transfr appropriate sales tax exemption forms.

13.8. Severability. If any provision of this Agreement or application thereof to anyone or under any circumstances is adjudicated to be invalid or unenforceable in any jurisdiction, such invalidity or unenforceability shall not affect any other provision or application of this Agreement that can be given effect without such invalid or unenforceable provision or application in any other jurisdiction. In the event any such provision is a material provision of this Agreement, the Parties agree to amend this Agreement with replacement provisions containing mutually acceptable terms and conditions.

13.9. Relationship of the Parties. For purposes of this Agreement and all Services to be provided hereunder, neither Party shall be or be considered a partner, co-venturer, agent, employee or representative of the other. Neither Party shall have any right or authority to make or undertake any promise, warranty or representation, to execute any contract, or otherwise to assume any expense, liability, obligation or responsibility in the name of, or on behalf of, the other Party.

13.10. Entire Agreement; Amendment. This Agreement, together with the applicable Service Order(s), and all related Exhibits (and Schedules, if any), constitutes the sole and entire agreement of the Parties with respect to the subject matter of this Agreement, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to the subject matter. In the event of any inconsistency between the terms of this Agreement, the applicable Service Order(s), and the related Exhibits, Schedules, and/or purchase orders submitted by the Customer, the terms of this Agreement shall control. The Parties have not relied on any statement, representation, warranty, or agreement of the other Party or of any other person on such Party's behalf, including any representations, warranties, or agreements arising from statute or otherwise in law, except for the representations, warranties, or agreements expressly contained in this Agreement. No waiver, modification, alteration or amendment of any of the terms or conditions hereof shall be effective unless and until set forth in a writing duly signed by a duly authorized representative of each Party.

13.11 Counterparts. This Agreement shall become binding when any one or more counterparts hereof, individually or taken together, shall bear the signatures of all Parties hereto. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

13.12. Force Majeure. Transfr shall not be responsible for any failure or delay in the performance of any obligation hereunder, if such failure or delay is due to a cause beyond Transfr's reasonable control, including, but not limited to acts of God, flood, fire, volcano, war, global pandemic, third-party suppliers, labor disputes or governmental acts.

13.13. Survival. The Parties understand and agree that all terms and conditions of the Agreement that require continued performance, compliance, or effect beyond the expiration or termination date of the Agreement, shall survive such expiration or termination and shall remain enforceable in the event of a failure to perform or comply,

including without limitation, Sections 3.3, 4, 5, 6, 7, 8, 9 10, 11, 12 and 13.

13.14. Notices. All notices and other communications required or permitted hereunder, including those required under Section 3, *Term and Termination*, shall be in writing and deemed to have been given or “delivered” when delivered by hand, mailed by certified, registered or overnight delivery service, or sent by email with delivery receipt, to the respective addresses set forth below (provided that notice of change of address shall be deemed given only when received):

<p><b>If to Transfr:</b></p> <p><b>Mail:</b> Transfr Inc. 2196 Third Avenue PMB 20026 New York, NY 10035 Attn: Lori Byrne; with copy to “Legal Department”</p> <p><b>Email:</b> <a href="mailto:Lori@transfrvr.com">Lori@transfrvr.com</a>; with copy to: <a href="mailto:legal@transfrvr.com">legal@transfrvr.com</a></p>	<p><b>If to Customer:</b></p> <p><b>Mail:</b> OhioMeansJobs Warren County 300 East Silver Street Lebanon, Ohio 45036</p> <p><b>Attn:</b> Jena Short</p> <p><b>Email:</b> <a href="mailto:shorje@ohioworkforce.com">shorje@ohioworkforce.com</a></p>
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Or to such other names or addresses as a Party shall designate by notice to the other Party entitled to receive notice, in a manner specified in this Section.

(Signature Page Follows)



IN WITNESS WHEREOF, the undersigned, intending to be legally bound, have duly executed this Agreement as of the Effective Date.

Transfr Inc.	OhioMeansJobs Warren County
By: <small>DocuSigned by:</small> <i>Katy Shipp</i> <small>2A238781AC6B4EE...</small>	By: * <i>[Signature]</i>
Print Name: Katy Shipp	Print Name: <del>Josh Hisle</del> <i>David G. Yang</i>
Title: VP, Corporate Finance & Controller	Title: <i>President</i>

APPROVED AS TO FORM

*[Signature]*

Adam M. Nice  
Asst. Prosecuting Attorney

**EXHIBIT A**

**SERVICE ORDER**

This Service Order outlines the Services to be performed under the Master Services Agreement between the Parties, dated and effective as of December 2, 2024, the terms of which are hereby incorporated by reference. Capitalized terms used herein and not defined, shall have the meanings ascribed to them in the Agreement.



**TRANSFR INC.**  
2196 Third Ave., PMB 20026  
New York, NY 10035  
Attn: Accounts Receivable  
accountsreceivable@transfrvr.com  
201-503-4789

## SERVICE ORDER

**Quote #:** Q-22856-6  
**Offer Valid Through:** 11/22/2024  
**Transfr Rep:** Lori Byrne  
**Transfr Rep Email:** lori@transfrvr.com

**Customer:** Ohio Means Jobs: Warren County  
**Primary Contact:**  
Jena Short  
300 East Silver St.  
Lebanon, OH 45036  
US  
**Phone:** 5136952838  
**Email:** shorje@ohioworkforce.com

**Bill To:**  
Ohio Means Jobs: Warren County  
300 East Silver St  
Lebanon, OH 45036  
US  
**Billing Email:** shorje@ohioworkforce.com

**Dashboard Administrator**  
**Contact:** Jena Short  
**Email:** shorje@ohioworkforce.com

**Ship To:**  
Ohio Means Jobs: Warren County  
300 East Silver St.  
Lebanon, OH 45036  
US  
**Shipping Contact:**  
**Shipping Email:** shorje@ohioworkforce.com

**Please review or complete the following information:**

**State Sales Tax Exempt (SSTE)?\***

**Purchase Order (PO) required by  
Bill To organization to finalize purchase?\*\*\***

**SSTE Number if applicable:**

**P.O. Number if applicable:**

\*If applicable, Transfr must receive your State Sales Tax Exemption Certification prior to generating an invoice.

\*\*If applicable, Transfr must receive required Purchase Orders prior to generating an invoice

NOTE: State Sales Tax Exemption does not include federal or IRS Non-Profit status, 501c3, etc.

NOTE: Required Purchase Orders (POs) often have additional terms that must be agreed to prior to finalizing the contract, and contain instructions on how the Bill To organization is to be invoiced.

**Order Details**

**Order Start Date:** 12/2/2024  
**Order End Date:** 12/1/2025

**Payment Terms:** Net 30  
**Billing Frequency:** Full Amount  
**Currency:** USD

Service Offering	Annual List Price	Quantity	Term (Years)	Total Discount	Net Total
All Access	\$5,000.00	4	1	\$0.00	\$20,000.00
Customer Owned Headset - Meta Quest 3	\$0.00	4	1	\$0.00	\$0.00
MDM: ManageXR Premium	\$120.00	4	1	\$480.00	\$0.00

**Billing Schedule:**

Year 1 Invoice: \$20,000.00

CONTRACT LIST TOTAL: \$20,480.00  
TOTAL DISCOUNT: \$480.00  
SUB TOTAL: \$20,000.00  
ESTIMATED TAXES TOTAL: \$0.00  
**TOTAL: \$20,000.00**

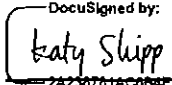
This Service Order constitutes an agreement by Customer to purchase certain products and services from Transfr in accordance with the terms and conditions set forth herein, and in Transfr's Terms of Use found at <https://transfrinc.com/terms/>, and does not constitute an invitation to negotiate. Capitalized terms used herein but not defined, shall have the meanings outlined in the Terms of Use.

AGREED:

**Ohio Means  
Jobs: Warren  
County**


Authorized Signature: \_\_\_\_\_  
Name: Josh Hisle  
Title: \_\_\_\_\_  
Dated: \_\_\_\_\_

**TRANSFR  
INC.**

Authorized Signature:   
Name: Katy Shipp  
Title: VP, Corporate Finance  
Dated: 11/13/2024

THANK YOU FOR YOUR BUSINESS!

**APPROVED AS TO FORM**

  
**Adam M. Njice**  
**Asst. Prosecuting Attorney**

TRANSFR INC. 2196 Third Ave., PMB 20026 New York, NY 10035  
201-503-4789  
Quote #:  
Q-22856-6  
Page 2 of 2

# Resolution

Number 24-1648

Adopted Date December 03, 2024

**AUTHORIZING ACCEPTANCE OF QUOTE FROM CENTRAL SQUARE FOR FIELD OPS LICENSES ON BEHALF OF WARREN COUNTY TELECOMMUNICATIONS**

WHEREAS, Central Square will provide Field Ops Licenses per Quote Q-199650 for Warren County Telecom, as indicated on the attached quote for purchase.

NOW THEREFORE BE IT RESOLVED, to accept quote from Central Square quote for Field Ops Licenses 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 – absent  
Mr. Young – yea  
Mrs. Jones – yea

Resolution adopted this 3<sup>rd</sup> day of December 2024.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Krystal Powell, Clerk

cc: c/a—Central Square  
Telecom (file)



Quote prepared on:

November 14, 2024

Quote prepared by:

Kimberly Willis

kimberly.willis@centralsquare.com

Quote #: Q-199650

Primary Quoted Solution: PSJ Enterprise

Quote expires on: May 13, 2025

Quote prepared for:

Joshua Moyer

Warren County

500 Justice Drive

Lebanon, OH 45036-1308

5136952823

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Thank you for your interest in CentralSquare. CentralSquare provides software that powers over 8,000 communities. More about our products can be found at [www.centralsquare.com](http://www.centralsquare.com).

## WHAT SOFTWARE IS INCLUDED?

---

PRODUCT NAME	QUANTITY	UNIT PRICE	TOTAL
1. Field Ops (CL) Annual Subscription Fee	2	120.00	240.00
		<b>Software Total</b>	<b>240.00 USD</b>

## QUOTE SUMMARY

---

**Software Subtotal** 240.00 USD

**Quote Subtotal** 240.00 USD



Quote prepared on:

November 14, 2024

Quote prepared by:

Kimberly Willis

kimberly.willis@centralsquare.com

Quote Total

240.00 USD

## WHAT ARE THE RECURRING FEES?

TYPE	AMOUNT
FIRST YEAR MAINTENANCE TOTAL	0.00
FIRST YEAR SUBSCRIPTION TOTAL	240.00
FIRST YEAR RECURRING SERVICES TOTAL	0.00

This purchase is subject to the Master Agreement executed by the parties in December 2020.

The amount totals for Maintenance and/or Subscription on this quote include only the first year of software use and maintenance.

Annual Maintenance and Subscriptions renewals shall be due on the anniversary of the Delivery Date\*. Annual Maintenance and Subscription Fees are subject to increase as outlined in the Master Agreement.

\*Delivery Date: For on-premise Solutions, Delivery shall be when CentralSquare delivers to Customer the initial copies of the Solutions outlined above by whichever the following applies and occurs first (a) electronic delivery, by posting it on CentralSquare's network for downloading, or similar suitable electronic file transfer method, or (b) physical shipment, such as on a disc or other suitable media transfer method, or (c) installation, or (d) delivery of managed services server. Physical shipment is on FOB - CentralSquare's shipping point, and electronic delivery is at the time CentralSquare provides Customer with access to download the Solutions. For cloud-based Solutions Delivery shall be whichever the following applies and occurs first when Authorized Users have (a) received log-in access to the Solution or any module of the Solution or (b) received access to the Solution via a URL.

## 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. Customer is a governmental entity and is tax exempt.

MORE INFORMATION AT [CENTRALSQUARE.COM](http://CENTRALSQUARE.COM)

## 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 of Services
- Time & Material: Due as Incurred

### Third-Party Services

- Fixed Fee: 50% Due Upon Contract Execution; 50% Due Upon Completion
- Time & Material: Due As Incurred

### Travel & Living Expenses

- Due as Incurred

## PURCHASE ORDER INFORMATION

Is a Purchase Order (PO) required for the purchase or payment of the products on this Quote Form? (Customer to complete)

Yes [ ] No [ ]

Customer's purchase order terms will be governed by the parties' existing mutually executed agreement, or in the absence of such, are void and will have no legal effect.

PO Number: \_\_\_\_\_

Initials: \_\_\_\_\_



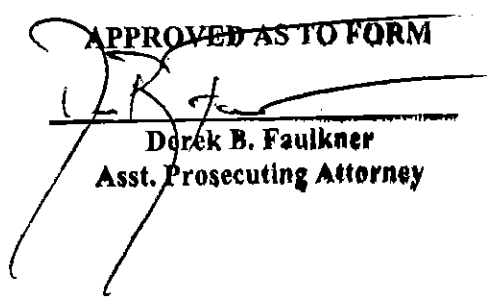
Warren County

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

Name: David E. Young

Date: 12-03-24

Title: President

**APPROVED AS TO FORM**  
  
\_\_\_\_\_  
**Derek B. Faulkner**  
**Asst. Prosecuting Attorney**

## Terms and Conditions for Subscriptions

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

1. **Subscription Access.** Customer has purchased subscription based software previously and is purchasing additional subscription priced software under this Agreement. 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. Client understands and acknowledges no ownership or any form of intellectual property rights transfer under the terms of this Agreement.

Annual subscription fees are invoiced upon execution and shall be invoiced on an annual basis thereafter, subject to increase at 5% year over year.

2. **Termination of Access Rights.** Upon termination or expiration, (i) all rights granted herein shall terminate immediately and automatically upon the effective date of such termination or expiration; (ii) Customer's right to the accessed software granted 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.
3. **Right to Audit.** Customer shall maintain for a reasonable period, but in no event less than three (3) years after expiration or termination of access, the systems, books and records necessary to accurately reflect compliance with software access and the use thereof. 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 no more than once per year. If an audit reveals that Customer has exceeded the restrictions on use or non-compliance, 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 24-1649

Adopted Date December 03, 2024

## WAIVING WATER TAP AND SEWER CONNECTION FEES FOR THE KINGS LOCAL SCHOOL DISTRICT NEW KINGS HIGH SCHOOL

WHEREAS, Kings Local School District is constructing a new high school on the Kings Local School District Campus along Columbia Road in Kings Mills, Ohio 45034; and

WHEREAS, the aforementioned facility will receive water and sanitary sewer service from the Warren County Water and Sewer Department through the installation of a sanitary lateral and extension of the existing water service by a private contractor; and

WHEREAS, the Kings Local School District has requested the waiver of water tap and sewer connection fees; and

WHEREAS, it is the desire of this Board to waive the aforementioned fees for the planned improvements.

### NOW THEREFORE BE IT RESOLVED:

1. That the water tap, sewer connection and inspection charges at the Kings Local School District new Kings High School are hereby waived.
2. That the Kings Local School District shall be responsible for all costs associated with the construction of sewer service from the County's existing sewer main to the proposed facilities and water service from the County's existing water main to the proposed facilities.
3. That all work must be inspected by a representative of the Warren County Water and Sewer Department.

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

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

Resolution adopted this 3rd day of December 2024.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Krystal Powell, Clerk

cc: Water/Sewer (file)

# Resolution

Number 24-1650

Adopted Date December 03, 2024

## ACKNOWLEDGING 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.

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

Resolution adopted this 3rd day of December 2024.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Krystal Powell, Clerk

/kl

cc: Auditor \_\_\_\_\_  
Supplemental App. File  
Operational Transfer file  
Amended Certificate file  
OMB (file)

APPROVING A SUPPLEMENTAL APPROPRIATION INTO COMMISSIONERS FUND #11011110 AND AN OPERATIONAL TRANSFER FROM GENERAL FUND #11011110 INTO HEALTH BENEFITS FUND #6632

WHEREAS, the Health Benefits fund has exceeded its cash balance and with the ongoing increase of health benefits and prescription drug prices, and the need has arisen to increase Benefits fund #6632.

NOW THEREFORE BE IT RESOLVED, to approve the following supplemental appropriation and operational transfer:

Supplemental Appropriation

\$ 2,000,000.00 into #11011110-5997 (General Fund – Operational Transfers)

Operational Transfer

\$ 2,000,000.00 from #11011110-5997 (General Fund – Operational Transfers)  
into #6632-49000 (Health – Distribution & Transfers)

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


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

Resolution adopted this 27<sup>th</sup> day of November 2024.

BOARD OF COUNTY COMMISSIONERS

\_\_\_\_\_  
Krystal Powell, Clerk

cc: Auditor \_\_\_\_\_  
Supplemental App. file  
Operational Transfer file  
OMB (file)

Approved By  
  
To be Ratified  
Date: 12/3/24

Journal # 733

ACCEPTING AN AMENDED CERTIFICATE AND APPROVING A SUPPLEMENTAL APPROPRIATION INTO THE HEALTH INSURANCE FUND #6632

WHEREAS, the Health Insurance Fund #6632 had underestimated 2024 revenue due to an Operational Transfer.

NOW THEREFORE BE IT RESOLVED, to accept the amended certificate for the Warren County Budget Commission in the amount of \$20,225,460.97 for the Health Insurance fund #6632 and approve the following Supplemental Appropriation:

\$ 2,000,000.00 into #66320100-5932 (Health – Medical/Rx Claims)

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


- Mrs. Jones –
- Mr. Young –
- Mr. Grossmann –

Resolution adopted this 29<sup>th</sup> day of October 2024.

BOARD OF COUNTY COMMISSIONERS

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

cc: Auditor \_\_\_\_\_  
Amended Certificate file  
Supplemental File  
OMB (file)

**Approved By**  
  
**To be Ratified**  
**Date: 12/3/24**

*Journal # 735*

# AMENDED OFFICIAL CERTIFICATE OF ESTIMATED RESOURCES

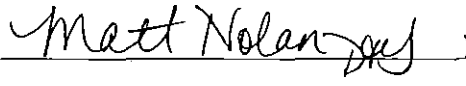
Rev. Code, Sec 5705.36

Office of Budget Commission, County of Warren, Lebanon, Ohio, November 27th, 2024

To the TAXING AUTHORITY of Warren County Commissioners

The following is the amended certificate of estimated resources for the fiscal year beginning January 1st, 2024, 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 - Internal Service Fund	Jan. 1st, 2024	Taxes	Other Sources	Total
Health Insurance	\$676,289.97		\$19,549,171.00	\$20,225,460.97
Fund 6632				
<b>TOTAL</b>	\$676,289.97	\$0.00	\$19,549,171.00	\$20,225,460.97

  
 \_\_\_\_\_ )  
 \_\_\_\_\_ )  
 \_\_\_\_\_ ) Budget  
 \_\_\_\_\_ ) Commission

AMEND 24 24  
 Fund 6632 49000 +2,000,000.00

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

# Resolution

Number 24-1651

Adopted Date December 03, 2024

## ACKNOWLEDGING PAYMENT OF BILLS

BE IT RESOLVED, to acknowledge payment of bills from 11/26/24 as attached hereto and made a part hereof.

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

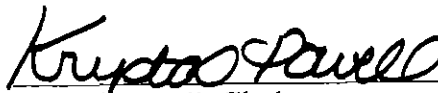
Mr. Grossmann – absent

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 3<sup>rd</sup> day of December 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

/kp

cc: Auditor \_\_\_\_



# Resolution

Number 24-1652

Adopted Date December 03, 2024

ENTER INTO A SUBDIVISION PUBLIC IMPROVEMENT PERFORMANCE AND MAINTENANCE SECURITY AGREEMENT WITH SORAYA FARMS, LLC FOR INSTALLATION OF CERTAIN IMPROVEMENTS IN SORAYA FARMS, SECTION NINE SITUATED IN CLEARCREEK TOWNSHIP

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

## AGREEMENT

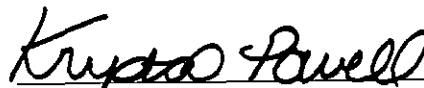
Bond Number	:	24-022 (W/S)
Development	:	Soraya Farms, Section Nine
Developer	:	Soraya Farms, LLC
Township	:	Clearcreek
Amount	:	\$20,488.50
Surety Company	:	Farmers & Merchant Bank (LC108174373)

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

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

Resolution adopted this 3<sup>rd</sup> day of December 2024.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Krystal Powell, Clerk

cgb

cc: Soraya Farms, LLC, 8534 Yankee Street, Dayton, Ohio 45458  
Farmers & Merchant Bank, 41 S. First Street, Miamisburg, OH 45342  
Water/Sewer (file)  
Bond Agreement file

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

**WATER AND/OR SANITARY SEWER**

Security Agreement No.

24-022 (w/s)

This Agreement made and concluded at Lebanon, Ohio, by and between SORAYA FARMS, LLC  
\_\_\_\_\_ (1) (hereinafter the "Developer") and the  
Warren County Board of County Commissioners, (hereinafter the "County Commissioners"), and  
FARMERS & MERCHANT BANK (2) (hereinafter the "Surety").

**WITNESSETH:**

**WHEREAS**, the Developer is required to install certain improvements in SORAYA FARMS  
Subdivision, Section/Phase 9 (3) (hereinafter the "Subdivision") situated in  
CLEARCREEK (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 \$204,885.00,  
and that the Improvements that have yet to be completed and approved may be constructed in the sum of  
\$0.00; and,

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

**NOW, THEREFORE**, be it agreed:

1. The Developer will provide **performance security** to the County Commissioners in the sum  
of \$0.00 to secure the performance of the construction of the  
uncompleted or unapproved Improvements in accordance with Warren County subdivision  
regulations (hereinafter the Performance Obligation). If any sum greater than zero (0) is  
inserted herein, the **minimum performance security** shall be 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 N/A 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 \$20,488.50 to secure the performance of all maintenance upon the Improvements as determined to be necessary by the County Sanitary Engineer (hereinafter the Maintenance Obligation). In no event shall the sum provided for herein be less than ten percent (10%) of the estimated total cost of the Improvements as set forth above.

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

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

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

A. To the County Commissioners:

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

B. To the County Sanitary Engineer:

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

C. To the Developer:

SORAYA FARMS, LLC

8534 YANKEE STREET

SUITE 1A

DAYTON, OH 45458

Ph. (937 ) 438 - 3667

D. To the Surety:

FARMERS & MERCHANT BANK

ATTN:

41 S. FIRST STREET

MIAMISBURG, OH 45342

Ph. (937) 247 2735

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

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

Certified check or cashier's check (attached) (CHECK # \_\_\_\_\_)

Original Letter of Credit (attached) (LETTER OF CREDIT # LC108174373)

Original Escrow Letter (attached)

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

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

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

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

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

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

**DEVELOPER:**

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

SIGNATURE: Shery Oakes

PRINTED NAME: SHERY OAKES

TITLE: OWNER

DATE: 11-19-24

**SURETY:**

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

SIGNATURE: Scott Woods

PRINTED NAME: SCOTT WOODS

TITLE: VICE PRESIDENT

DATE: 11-19-24

**[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 24-1052, dated 12-03-24

**WARREN COUNTY  
BOARD OF COUNTY COMMISSIONERS**

SIGNATURE: \* [Signature]

PRINTED NAME: David G. Bung

TITLE: President

DATE: 12-3-24

RECOMMENDED BY:

By: [Signature]  
SANITARY ENGINEER

APPROVED AS TO FORM:

By: [Signature] Adam M. Nice  
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



IRREVOCABLE STANDBY LETTER OF CREDIT

ISSUER: FARMERS & MERCHANTS BANK  
41 S FIRST STREET  
MIAMISBURG, OH 45342

Date of Issue: <u>11-18-2024</u>		Letter of Credit Number: <u>LC108174373</u>	
Amount: U.S. \$ <u>20,488.50</u> ( <u>twenty thousand four hundred eighty eight and 50/100</u> U.S. DOLLARS)			
For Benefit Of: Beneficiary Name and Address		For Account Of: Applicant Name and Address	
Warren County Commissioners 406 Justice Drive, Lebanon, OH 45036		Soraya Farms, LLC 8534 Yankee Street, Suite A Dayton, OH 45458	

LETTER OF CREDIT. Issuer establishes this Irrevocable Standby Letter of Credit (Letter of Credit) in favor of Beneficiary in the amount indicated above. Beneficiary may draw on this Letter of Credit with a Draft (or Drafts, if the maximum number of drawings is greater than one) together with the documents described below. Each Draft shall be signed on behalf of Beneficiary and be marked "Drawn under [Issuer name] Letter of Credit No. [Letter of Credit number] dated [Letter of Credit date]." Drafts must be presented at Issuer's address shown above on or before the Expiration Date. The presentation of any Draft shall reduce the Amount available under this Letter of Credit by the amount of the Draft.

This Letter of Credit sets forth in full the terms of Issuer's obligation to Beneficiary. This obligation cannot be modified by any reference in this Letter of Credit, or any document to which this Letter of Credit may be related.

This Letter of Credit expires on the Expiration Date.

DRAWINGS.

- Partial drawings shall not be permitted under this Letter of Credit.
- Partial drawings are permitted. The maximum number of drawings that may be made is \_\_\_\_\_.

DOCUMENTS. Each Draft must be accompanied by the following, an original and two copies except as stated:

- The original Letter of Credit, together with any amendments.
- A sight draft drawn by Beneficiary on Issuer.
- A signed statement by Beneficiary including the following statement: "We hereby certify that the amount of any draft(s) drawn hereunder represents funds due and payable because Soraya Farms, LLC is in default under the terms of the Subdivision Public Improvement Performance and Maintenance Security Agreement regarding Water and/or Sanitary Sewer between Soraya Farms, LLC and the Warren County Board of County Commissioners."
- Other documents:

Issuer shall be entitled to accept a draft and the documentation described above, as required by the terms of this Letter of Credit, from any person purporting to be an authorized officer or representative of Beneficiary without any obligation or duty on the part of Issuer to verify the identity or authority of the person presenting the draft and such documentation.

SPECIAL INSTRUCTIONS: See attached Addendum A

## ADDENDUM A

It is a condition of this Letter of Credit that it shall be deemed automatically extended without amendment for successive one year periods from its present or any future expiration date unless at least sixty (60) days before any such expiration date we notify the Warren County Administrator, at the address listed above, in writing by certified or registered mail, that we elect not to consider this letter of credit renewed for any such additional period, **at such time the Board of Warren County Commissioners may declare the Developer to be in default and demand immediate payment of all sums under this Letter of Credit.**

The draft presentment deadline set forth in this letter of credit shall automatically be extended for one year periods unless at least sixty (60) days prior to any draft presentment deadline, or any prior extension thereof, the Farmers & Merchants Bank notifies the Warren County Administrator, 406 Justice Drive, Lebanon, Ohio 45036, that the draft presentment deadline shall not be extended for a successive one year period, **at such time the Board of Warren County Commissioners may declare the Developer to be in default and demand immediate payment of all sums under this Letter of Credit.**

The condition of the Performance Obligation shall be that whenever the Developer shall be declared by the County Commissioner 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.

The condition of both the Maintenance Obligation shall be that whenever the Developer shall be declared by the County Commissioner 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.

**The Security Agreement referenced by this Letter of Credit and all its terms and conditions, is attached hereto, made a part hereof, and fully incorporated herein, as if fully rewritten**

# Resolution

Number 24-1653

Adopted Date December 03, 2024

ENTERING INTO STREET AND APPURTENANCES (INCLUDING SIDEWALKS) SECURITY AGREEMENT WITH SORAYA FARMS, LLC FOR INSTALLATION OF CERTAIN IMPROVEMENTS IN SORAYA FARMS, SECTION NINE SITUATED IN CLEARCREEK 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	:	24-022 (P/S)
Development	:	Soraya Farms, Section Nine
Developer	:	Soraya Farms, LLC
Township	:	Clearcreek
Amount	:	\$248,656.73
Surety Company	:	Farmers & Merchants Bank (LC108174371)

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

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

Resolution adopted this 3<sup>rd</sup> day of December 2024.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Krystal Powell, Clerk

cc: Developer  
Surety Company  
Bond Agreement file  
Engineer (file)

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

**STREETS AND APPURTENANCES  
(including Sidewalks)**

Security Agreement No.

24-021 (P/S)

This Agreement made and concluded at Lebanon, Ohio, by and between SORAYA FARMS, LLC  
\_\_\_\_\_ (1) (hereinafter the "Developer") and the  
Warren County Board of County Commissioners, (hereinafter the "County Commissioners"), and  
FARMERS & MERCHANT BANK \_\_\_\_\_ (2) (hereinafter the "Surety").

**WITNESSETH:**

**WHEREAS**, the Developer is required to install certain improvements in SORAYA FARMS  
\_\_\_\_\_ **Subdivision, Section/Phase** NINE (3) (hereinafter the "Subdivision") situated in  
CLEARCREEK \_\_\_\_\_ (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 \$908,216.91,  
and that the Improvements that have yet to be completed and approved may be constructed in the sum of  
\$191,274.41; and,

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

**NOW, THEREFORE**, be it agreed:

1. The Developer will provide **performance security** to the County Commissioners in the sum  
of \$248,656.73 to secure the performance of the construction of the  
uncompleted or unapproved Improvements in accordance with Warren County subdivision  
regulations (hereinafter the Performance Obligation). If any sum greater than zero (0) is  
inserted herein, the **minimum performance security** shall be twenty percent (20%) of the  
total cost of the Improvements.

2. The County Commissioners will, upon approval of the County Engineer of all Improvements in the Subdivision, tentatively accept all Improvements.
3. The Developer shall be in default of the Performance Obligation if the construction or installation of any Improvement by the Developer is not completed within 2 years from the date of the execution of this agreement, as determined by the County Engineer. The same shall apply whenever construction of the Improvements is not performed in accordance with the Warren County subdivision regulations.
4. The condition of the Performance Obligation shall be that whenever the Developer shall be declared by the County Commissioners to be in default, the Surety and the Developer shall, upon written notification of default by the County Commissioners to the Surety promptly make sufficient funds available to the County Commissioners to pay the cost of the completion of the construction of the uncompleted or unapproved Improvements in accordance with Warren County subdivision regulations, including any costs incurred by the County Commissioners which are incidental to the completion of the construction of the uncompleted or unapproved Improvements, including, but not limited to costs associated with publication of legal notices, preparation of such additional plans, specifications and drawings as may, in the judgment of the County Commissioners, be necessary, preparation of bid documents, etc., but not exceeding the amount set forth in Item 1 hereof. The Developer shall have the opportunity to respond in writing within two (2) weeks of receipt of notice of intent to find the Developer in default. In the case that the performance security given is in the form of a cashier's check or certified check provided directly to the County Commissioners, the County Commissioners may apply such funds as set forth herein upon notification of default to the Surety. The determination of the amount of funds to be disbursed by Surety to the County Commissioners as set forth in the aforesaid notification is final and binding upon the parties hereto. However, the foregoing shall not release Developer from any liability for any deficiency between the amount of funds disbursed and the actual costs incurred by the County Commissioners in the completion of the construction or installation of the uncompleted or unapproved Improvements and Developer expressly agrees to be liable to the County Commissioners for any such deficiency.
5. **The County Commissioners, the Developer and Surety mutually agree that the Performance Obligation created herein shall continue until the completion of the installation of the Improvements in accordance with Warren County subdivision regulations and that upon the Improvements having been inspected and approved for two years maintenance, the Performance Obligation shall become null and void after the Developer posts the maintenance security provided for herein.**
6. The Developer will provide **maintenance security** to the County Commissioners in the sum of \$181,643.38 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:

SORAYA FARMS, LLC  
8534 YANKEE STREET  
SUITE 1A  
DAYTON, OH 45458  
Ph. (937) 438 - 3667

D. To the Surety:

FARMERS & MERCHANT BANK

ATTN:

41 S. FIRST STREET

MIAMISBURG, OH 45342

Ph. (937) 247 2735

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

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

**Certified check or cashier's check** (attached) (**CHECK #** \_\_\_\_\_)

**Original Letter of Credit** (attached) (**LETTER OF CREDIT #** LC108174371)

**Original Escrow Letter** (attached)

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

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

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

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



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

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

**DEVELOPER:**

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

SIGNATURE: Shery Oakes

PRINTED NAME: SHERY OAKES

TITLE: OWNER

DATE: 11-19-24

**SURETY:**

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

SIGNATURE: Scott Woods

PRINTED NAME: Scott Woods

TITLE: VICE PRESIDENT

DATE: 11-19-24

**[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 24-1653, dated 12-3-24

WARREN COUNTY  
BOARD OF COUNTY COMMISSIONERS

SIGNATURE: \* [Signature]

PRINTED NAME: David G. Young

TITLE: President

DATE: 12-3-24

RECOMMENDED BY:

By: Neil F. Turison / [Signature]  
COUNTY ENGINEER

APPROVED AS TO FORM:

By: [Signature] Adam M. Nica  
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

IRREVOCABLE STANDBY LETTER OF CREDIT

ISSUER: FARMERS & MERCHANTS BANK  
41 S FIRST STREET  
MIAMISBURG, OH 45342

Date of Issue: <u>11-18-2024</u>		Letter of Credit Number: <u>LC108174371</u>	
Amount: U.S. \$ <u>248,656.73</u> ( <u>two hundred forty eight thousand six hundred fifty six and 73/100</u> U.S. DOLLARS)			
For Benefit Of: <b>Beneficiary Name and Address</b>		For Account Of: <b>Applicant Name and Address</b>	
Warren County Commissioners 105 Markey Road, Lebanon, OH 45036		Soraya Farms, LLC 8534 Yankee Street, Suite A Dayton, OH 45458	

LETTER OF CREDIT. Issuer establishes this Irrevocable Standby Letter of Credit (Letter of Credit) in favor of Beneficiary in the amount indicated above. Beneficiary may draw on this Letter of Credit with a Draft (or Drafts, if the maximum number of drawings is greater than one) together with the documents described below. Each Draft shall be signed on behalf of Beneficiary and be marked "Drawn under [Issuer name] Letter of Credit No. [Letter of Credit number] dated [Letter of Credit date]." Drafts must be presented at Issuer's address shown above on or before the Expiration Date. The presentation of any Draft shall reduce the Amount available under this Letter of Credit by the amount of the Draft.

This Letter of Credit sets forth in full the terms of Issuer's obligation to Beneficiary. This obligation cannot be modified by any reference in this Letter of Credit, or any document to which this Letter of Credit may be related.

This Letter of Credit expires on the Expiration Date.

DRAWINGS.

- Partial drawings shall not be permitted under this Letter of Credit.
- Partial drawings are permitted. The maximum number of drawings that may be made is \_\_\_\_\_.

DOCUMENTS. Each Draft must be accompanied by the following, an original and two copies except as stated:

- The original Letter of Credit, together with any amendments.
- A sight draft drawn by Beneficiary on Issuer.
- A signed statement by Beneficiary including the following statement: "We hereby certify that the amount of any draft(s) drawn hereunder represents funds due and payable because Soraya Farms, LLC is in default under the terms of the Subdivision Public Improvement Performance and Maintenance Security Agreement regarding Streets and Appurtenances between Soraya Farms, LLC and the Warren County Board of County Commissioners."
- Other documents:

Issuer shall be entitled to accept a draft and the documentation described above, as required by the terms of this Letter of Credit, from any person purporting to be an authorized officer or representative of Beneficiary without any obligation or duty on the part of Issuer to verify the identity or authority of the person presenting the draft and such documentation.

SPECIAL INSTRUCTIONS: See attached Addendum A

## ADDENDUM A

It is a condition of this Letter of Credit that it shall be deemed automatically extended without amendment for successive one year periods from its present or any future expiration date unless at least sixty (60) days before any such expiration date we notify the Warren County Administrator, at the address listed above, in writing by certified or registered mail, that we elect not to consider this letter of credit renewed for any such additional period, **at such time the Board of Warren County Commissioners may declare the Developer to be in default and demand immediate payment of all sums under this Letter of Credit.**

The draft presentment deadline set forth in this letter of credit shall automatically be extended for one year periods unless at least sixty (60) days prior to any draft presentment deadline, or any prior extension thereof, the Farmers & Merchants Bank notifies the Warren County Administrator, 406 Justice Drive, Lebanon, Ohio 45036, that the draft presentment deadline shall not be extended for a successive one year period, **at such time the Board of Warren County Commissioners may declare the Developer to be in default and demand immediate payment of all sums under this Letter of Credit.**

The condition of the Performance Obligation shall be that whenever the Developer shall be declared by the County Commissioner 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.

The condition of both the Maintenance Obligation shall be that whenever the Developer shall be declared by the County Commissioner 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.

**The Security Agreement referenced by this Letter of Credit and all its terms and conditions, is attached hereto, made a part hereof, and fully incorporated herein, as if fully rewritten**

# Resolution

Number 24-1654

Adopted Date December 03, 2024

## APPROVING VARIOUS RECORD PLATS

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

- Soraya Farms Section 9 Final Plat – Franklin Township

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

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

Resolution adopted this 3<sup>rd</sup> day of December 2024.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Krystal Powell, Clerk

cc: Plat File  
RPC

# Resolution

Number 24-1655

Adopted Date December 03, 2024

ACCEPTING AN AMENDED CERTIFICATE FOR FUNDS 2254, 2258, 2270, 2280, 2284, 2285, 2288, 2296, 2298, 2299, 3327, 6630, 6636 and 6637

WHEREAS, the anticipated revenue for Fund 2254 CCMEP/TANF fund has decreased by \$16,776.23; and

WHEREAS, the anticipated revenue for Fund 2258 Workforce Investment Act fund has decreased by \$135,000.00; and

WHEREAS, the anticipated revenue for Fund 2270 Juvenile Treatment Center fund has decreased by \$32,000.00; and

WHEREAS, the anticipated revenue for Fund 2280 Common Pleas Computer fund has decreased by \$3,560.00;

WHEREAS, the anticipated revenue for Fund 2284 Cognitive Intervention Program fund has decreased by \$55,680.00;

WHEREAS, the anticipated revenue for fund 2285 Concealed Handgun License fund has decreased by \$14,245.75; and

WHEREAS, the anticipated revenue for fund 2288 Community Based Corrections Donations fund has decreased by \$5,000.00; and

WHEREAS, the anticipated revenue for Fund 2296 Comp Rehab Dwnpmt Assistance fund has decreased by \$5,000.00; and

WHEREAS, the anticipated revenue for Fund 2298 Rehab Inc fund has decreased by \$15,000.00; and

WHEREAS, the anticipated revenue for Fund 2299 County Transit fund has decreased by \$358,473.83; and

WHEREAS, the anticipated revenue for Fund 3327 Special Assessments fund has decreased by \$3,139.44; and

WHEREAS, the anticipated revenue for Fund 6630 Sheriff's Policing Revolv fund has decreased by \$13,373.25; and

WHEREAS, the anticipated revenue for Fund 6636 Workers Comp Self Insurance fund has decreased by \$147,939.06; and

WHEREAS, the anticipated revenue for Fund 6637 Property & Casualty Insurance fund has decreased by \$63,030.13;

RESOLUTION #24-1655  
DECEMBER 03, 2024  
PAGE 2

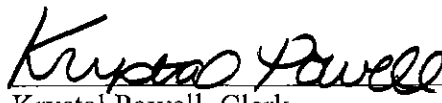
NOW THEREFORE BE IT RESOLVED, to accept the Amended Certificate for Funds 2254, 2258, 2270, 2280, 2284, 2285, 2288, 2296, 2298, 2299, 3327, 6630, 6636 and 6637.

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

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

Resolution adopted this 3<sup>rd</sup> day of December 2024.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Krystal Powell, Clerk

cc:	Auditor____ (B. Quillen)	Sheriff (file)
	Amended Certificate file	OGA (file)
	Human Services (file)	Transit (file)
	Workforce Investment Board (file)	OMB (file)
	Juvenile (file)	
	Common Pleas (file)	

# AMENDED OFFICIAL CERTIFICATE OF ESTIMATED RESOURCES

Rev. Code, Sec 5705.36

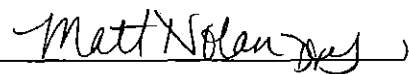
Office of Budget Commission, County of Warren, Lebanon, Ohio, November 25, 2024

To the TAXING AUTHORITY of Warren County Commissioners

The following is the amended certificate of estimated resources for the fiscal year beginning January 1st, 2024, 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, 2024	Taxes	Other Sources	Total
CCMEP/TANF Fund 2254	\$57,941.51		\$733,223.77	\$791,165.28
Workforce Investment Fund 2258	\$126,871.00		\$525,000.00	\$651,871.00
Juvenile Treatment Center Fund 2270	\$251,975.61		\$1,333,100.00	\$1,585,075.61
Common Pleas Computer 2303.201 Fund 2280	\$93,288.24		\$14,440.00	\$107,728.24
Cognitive Intervention Program Fund 2284	\$409,703.67		\$49,320.00	\$459,023.67
Concealed Handgun License Fund 2285	\$796,497.90		\$60,754.25	\$857,252.15
Comm Based Corrections Donation Fund 2288	\$11,076.48		\$5,000.00	\$16,076.48
Comp Rehab Dwnpmt Asst CommDev Fund 2296	\$47,144.73		\$0.00	\$47,144.73
Rehab Inc Fund 2298	\$100,457.46		\$0.00	\$100,457.46
County Transit Fund 2299	\$1,200,894.43		\$1,631,526.17	\$2,832,420.60
<b>FUND TYPE - Debt Funds</b>				
Bond Retirement Special Assmt Fund 3327	\$54,942.02		\$146,860.56	\$201,802.58
<b>FUND TYPE - Enterprise Funds</b>				
Sheriff's Policing Revolv Fund 6630	\$693,845.06		\$5,907,741.75	\$6,601,586.81
<b>FUND TYPE - Internal Service Funds</b>				
Workers Comp Self Insurance Fund 6636	\$1,346,623.57		\$486,760.94	\$1,833,384.51
Property & Casualty Insurance Fund 6637	\$285,951.18		\$458,581.87	\$744,533.05
<b>TOTAL</b>	<b>\$5,477,212.86</b>	<b>\$0.00</b>	<b>\$11,352,309.31</b>	<b>\$16,829,522.17</b>

- Amend 24 22
- 2254 (16,776.23)
- 2258 (135,000.00)
- 2270 (32,000.00)
- 2280 (3,560.00)
- 2284 (55,680.00)
- 2285 (14,245.75)
- 2288 (5,000.00)
- 2296 (5,000.00)
- 2298 (15,000.00)
- 2299 (358,473.83)
- 3327 (3,139.44)
- 6630 (13,373.25)
- 6636 (147,939.06)
- 6637 (63,030.13)

  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Budget  
Commission



# Resolution

Number 24-1656

Adopted Date December 03, 2024

ACCEPTING AN AMENDED CERTIFICATE AND APPROVING A SUPPLEMENTAL APPROPRIATION FOR GRANTS ADMINISTRATION FUND #2261

BE IT RESOLVED, to accept an amended certificate from the Warren County Budget Commission for Fund #2261 in the amount of \$969.46; and

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

\$10,000.00 into #22612000-5712 (Drug Task Force)

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

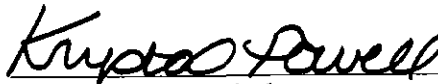
Mr. Grossmann – absent

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 3<sup>rd</sup> day of December 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

sm\

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



# Resolution

Number 24-1657

Adopted Date December 03, 2024

APPROVING A SUPPLEMENTAL APPROPRIATION INTO BOARD OF ELECTIONS  
FUND #11011300

WHEREAS, it is necessary to have appropriations in place to pay for a mandatory upgrade to our Voter Registration System and will be reimbursed by the State.

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

\$1,895.00 into #11011300-5400 (Purchased Services)

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

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

Resolution adopted this 3<sup>rd</sup> day of December 2024.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Krystal Powell, Clerk

/bs

cc: Auditor   
Supplemental App. file  
Board of Elections (file)

# Resolution

Number 24-1658

Adopted Date December 03, 2024

APPROVING SUPPLEMENTAL APPROPRIATIONS AND SUPPLEMENTAL  
APPROPRIATION DECREASES WITHIN WORKFORCE INVESTMENT BOARD FUND  
#2238

WHEREAS, it is necessary to correct the original 2024 budget that was entered as a negative to an expense account, a supplemental appropriation is necessary to zero the account; and

WHEREAS, it is necessary to also make corrections for projected year-end expenses.

NOW THEREFORE BE IT RESOLVED, to approve the following supplemental appropriations and supplemental appropriation decreases:

\$800,000	into	#22385804-5410	(Contracts BOCC Approval)
\$ 90,000	from	#22385802-5400	(Purchased Services)
\$ 30,000	from	#22385800-5400	(Purchased Services)
\$ 20,000	from	#22385800-5820	(Health & Life Insurance)
\$ 500	into	#22385800-5102	(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 – absent  
Mr. Young – yea  
Mrs. Jones – yea

Resolution adopted this 3<sup>rd</sup> day of December 2024.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Krystal Powell, Clerk

cc: Auditor   
Supplemental App. file  
Appropriation Decrease file  
Workforce Investment Board (file)

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

# Resolution

Number 24-1659

Adopted Date December 03, 2024

APPROVING A SUPPLEMENTAL APPROPRIATION INTO WORKERS COMPENSATION  
FUND #6636

BE IT RESOLVED, to approve the following supplemental appropriation:

\$5,000.00 into #66360110-5400 (Worker Comp – Purchased Services)

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

Mr. Grossmann – absent

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 3<sup>rd</sup> day of December 2024.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Krystal Powell, Clerk

/js

cc:

Auditor   
Supplemental App. File  
OMB (file)

# Resolution

Number 24-1660

Adopted Date December 03, 2024

APPROVING A SUPPLEMENTAL APPROPRIATION INTO WORKERS COMPENSATION  
FUND #6636

BE IT RESOLVED, to approve the following supplemental appropriation:

\$5,000.00 into #66360110-5114 (Worker Comp – Overtime Pay)

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

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

Resolution adopted this 3<sup>rd</sup> day of December 2024.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Krystal Powell, Clerk

/js

cc: Auditor  \_\_\_\_\_  
Supplemental App. File  
OMB (file)

# Resolution

Number 24-1661

Adopted Date December 03, 2024

APPROVING AN APPROPRIATION ADJUSTMENT WITHIN COMMON PLEAS COURT  
FUND #11011223

BE IT RESOLVED, to approve the following appropriation adjustment:


\$3,000.00	from	11011223-5820	(Health & Life Insurance)
	into	11011223-5317	(Non Capital Purchase)

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

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

Resolution adopted this 3<sup>rd</sup> day of December 2024.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Krystal Powell, Clerk

cc: Auditor  \_\_\_\_\_  
Appropriation Adjustment file  
Common Pleas Court (file)

# Resolution

Number 24-1662

Adopted Date December 03, 2024

APPROVING AN APPROPRIATION ADJUSTMENT WITHIN THE CLERK OF COURTS  
FUND #11011282

BE IT RESOLVED, to approve the following appropriation adjustment:

\$ 2,000.00    from    #11011282-5102    (Regular Salaries)  
                  into    #11011282-5114    (Overtime Pay)

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

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

Resolution adopted this 3<sup>rd</sup> day of December 2024.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Krystal Powell, Clerk

cc: Auditor              
Appropriation Adj. file  
Clerk of Courts (file)



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

# Resolution

Number 24-1663

Adopted Date December 03, 2024

APPROVING AN APPROPRIATION ADJUSTMENT WITHIN RECORDS CENTER AND ARCHIVES FUND #11011500

BE IT RESOLVED, to approve the following appropriation adjustment:

\$3,000.00    from    #11011500-5820    (Health and Life Insurance)  
                 into    #11011500-5317    (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 – absent  
Mr. Young – yea  
Mrs. Jones – yea

Resolution adopted this 3<sup>rd</sup> day of December 2024.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Krystal Powell, Clerk

cc:    Auditor   
         Appropriation Adjustment file  
         Records Center & Archives (file)

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

# Resolution

Number 24-1664

Adopted Date December 03, 2024

APPROVING AN APPROPRIATION ADJUSTMENT WITHIN CHILDREN SERVICES  
FUND #2273

BE IT RESOLVED, to approve the following appropriation adjustment to process vacation leave payout for former employee of Children Services, Desiree Dietmeyer:

\$4,700.00    from    #22735100-5102    (Regular Salaries)  
                 into    #22735100-5882    (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 – absent  
Mr. Young – yea  
Mrs. Jones – yea

Resolution adopted this 3<sup>rd</sup> day of December 2024.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Krystal Powell, Clerk

jc/

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

# Resolution

Number 24-1665

Adopted Date December 03, 2024

APPROVING APPROPRIATION ADJUSTMENTS WITHIN CHILDREN SERVICES FUND  
#2273

BE IT RESOLVED, to approve the following appropriation adjustments:

\$1,000.00	from #22735100-5820	(Health & Life Insurance)
	into #22735100-5871	(Medicare)
\$3,000.00	from #22735100-5820	(Health & Life Insurance)
	into #22735100-5114	(Overtime Pay)
\$ 300.00	from #22735100-5820	(Health & Life Insurance)
	into #22735100-5882	(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 – absent  
Mr. Young – yea  
Mrs. Jones – yea

Resolution adopted this 3rd day of December 2024.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Krystal Powell, Clerk

jc/

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

# Resolution

Number 24-1666

Adopted Date December 03, 2024

APPROVING APPROPRIATION ADJUSTMENTS WITHIN SHERIFF'S OFFICE FUND  
#6630

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

\$1,200.00	from	66302258-5830	(Workers Compensation)
	into	66302258-5811	(PERS)
\$1,663.00	from	66302258-5830	(Workers Compensation)
	into	66302258-5102	(Regular Salaries)
\$8,500.00	from	66302258-5114	(Overtime Pay)
	into	66302258-5102	(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 – absent  
Mr. Young – yea  
Mrs. Jones – yea

Resolution adopted this 3<sup>rd</sup> day of December 2024.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Krystal Powell, Clerk

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

# Resolution

Number 24-1667

Adopted Date December 03, 2024

## APPROVING APPROPRIATION ADJUSTMENTS WITHIN THE OHIOMEANSJOBS WARREN COUNTY FUND #2254

BE IT RESOLVED, to approve the following appropriation adjustments within the OhioMeansJobs Warren County Fund #2254

\$ 2,500.00	from	#22545800-5114	(Overtime Pay)
\$ 1,000.00	from	#22545800-5872	(Social Security)
\$ 5,000.00	from	#22545800-5210	(Material & Supplies)
\$ 2,000.00	from	#22545800-5320	(Capital Purchases)
\$ 1,900.00	from	#22545800-5460	(Insurance)
\$ 2,000.00	from	#22545800-5651	(Support Adults)
\$ 6,000.00	from	#22545800-5663	(Classroom Training – Adult)
\$ 1,000.00	from	#22545800-5850	(Training & Education)
\$ 1,000.00	from	#22545800-5855	(Clothing & Personal Equipment)
\$ 1,000.00	from	#22545800-5910	(Other Expense)
\$ 7,900.00	into	#22545800-5102	(Regular Salaries)
\$ 300.00	into	#22545800-5811	(PERS)
\$ 400.00	into	#22545800-5820	(Health & Life Insurance)
\$ 500.00	into	#22545800-5871	(Medicare)
\$ 2,000.00	into	#22545800-5317	(Non Capital Purchases)
\$ 12,000.00	into	#22545800-5400	(Purchased Services)
\$ 300.00	into	#22545800-5911	(Non Taxable Meal Fringe)

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

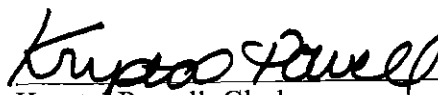
Mr. Grossmann – absent

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 3<sup>rd</sup> day of December 2024.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Krystal Powell, Clerk

cc: Auditor   
Appropriation Adjustment file  
OhioMeansJobs (file)

# Resolution

Number 24-1668

Adopted Date December 03, 2024

APPROVING APPROPRIATION ADJUSTMENT WITHIN THE WATER REVENUE FUND  
#5510

WHEREAS, the Water and Sewer Department incurs costs for eight (8) Panasonic Toughbook's for Water Distribution field staff ; and

WHEREAS, the Panasonic Toughbooks must be approved through the Warren County Data Board; and

WHEREAS, an appropriation adjustment is necessary to accommodate said costs.

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

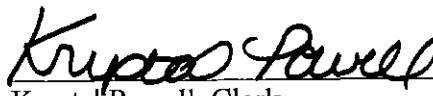
\$32,000.00 from 55103200 - 5317 (Non-Capital Purchase)  
into 55103200 - 5318 (Data Board Approved Non-Capital)

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

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

Resolution adopted this 3<sup>rd</sup> day of December 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

mbz

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

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

# Resolution

Number 24-1669

Adopted Date December 03, 2024

APPROVING REQUISITIONS AND AUTHORIZING THE COUNTY ADMINISTRATOR  
TO SIGN DOCUMENTS RELATIVE THERETO

BE IT RESOLVED, to approve requisitions as listed in the attached document and authorize  
Martin Russell, 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 – absent

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 3<sup>rd</sup> day of December 2024.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Krystal Powell, Clerk

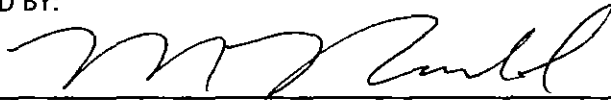
/kp

cc:

Commissioners' file

Department	Vendor Name	Description	Amount
WAT	72 HOUR LLC	WAT 2024 FORD F-150 XLT 4WD CR	55,054.42 *vehicle - state contract*

12/03/24 APPROVED BY:



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Martin Russell, County Administrator