

# Resolution

Number 20-0007

Adopted Date January 07, 2020

HIRE KIMBERLY ADAMS AS EMERGENCY COMMUNICATIONS OPERATOR WITHIN THE WARREN COUNTY EMERGENCY SERVICES DEPARTMENT

BE IT RESOLVED, to hire Kimberly Adams as Emergency Communication Operator within the Warren County Emergency Services Department, classified, full-time permanent, hourly status (40 hours per week), effective January 27, 2020, at starting rate of, \$18.29 per hour, 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 – yea  
Mr. Young – yea  
Mrs. Jones – yea

Resolution adopted this 7<sup>th</sup> day of January 2020.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

HR

cc: Emergency Services (file)  
Kimberly Adams' Personnel file  
OMB- Sue Spencer

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

# Resolution

Number 20-0008

Adopted Date January 07, 2020

**HIRE TAMMI WOLF AS EMERGENCY COMMUNICATIONS OPERATOR WITHIN THE  
WARREN COUNTY EMERGENCY SERVICES DEPARTMENT**

BE IT RESOLVED, to hire Tammi Wolf as Emergency Communication Operator within the Warren County Emergency Services Department, classified, full-time permanent, hourly status (40 hours per week), effective January 27, 2020, at starting rate of, \$18.29 per hour, 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 – yea  
Mr. Young – yea  
Mrs. Jones – yea

Resolution adopted this 7<sup>th</sup> day of January 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

HR

cc: Emergency Services (file)  
Tammi Wolf's Personnel file  
OMB- Sue Spencer

# Resolution

Number 20-0009

Adopted Date January 07, 2020

## HIRE KIMBERLY JENT AS EMERGENCY COMMUNICATIONS OPERATOR WITHIN THE WARREN COUNTY EMERGENCY SERVICES DEPARTMENT

WHEREAS, pursuant to a memorandum of understanding when filling a vacancy the department is able to hire a candidate with four years of experience at the current 13-24 month rate of pay and Ms. Jent has more than six years of experience in emergency dispatching; and

NOW THEREFORE BE IT RESOLVED, to hire Kimberly Jent, as Emergency Communications Operator within the Warren County Emergency Services Department, classified, full-time permanent, hourly status (40 hours per week), effective January 27, 2020, at starting rate of, \$19.60 per hour, 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 – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 7<sup>th</sup> day of January 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

HR

cc: Emergency Services (file)  
Kimberly Jent's Personnel file  
OMB- Sue Spencer

*BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO*

# Resolution

Number 20-0010

Adopted Date January 07, 2020

HIRE KELSEY DAVIS AS EMERGENCY COMMUNICATIONS OPERATOR WITHIN THE WARREN COUNTY EMERGENCY SERVICES DEPARTMENT

BE IT RESOLVED, to hire Kelsey Davis as Emergency Communication Operator within the Warren County Emergency Services Department, classified, full-time permanent, hourly status (40 hours per week), effective January 27, 2020, at starting rate of, \$18.29 per hour, 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 – yea  
Mr. Young – yea  
Mrs. Jones – yea

Resolution adopted this 7<sup>th</sup> day of January 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

HR

cc: Emergency Services (file)  
Kelsey Davis' Personnel file  
OMB- Sue Spencer

# Resolution

Number 20-0011

Adopted Date January 07, 2020

HIRE JEANNE JOHNSON AS EMERGENCY COMMUNICATIONS OPERATOR WITHIN THE WARREN COUNTY EMERGENCY SERVICES DEPARTMENT

WHEREAS, pursuant to a memorandum of understanding when filling a vacancy the department is able to hire a candidate with four years of experience at the current 25-36 month rate of pay and Ms. Johnson has more than six years of experience in emergency dispatching; and

NOW THEREFORE BE IT RESOLVED, to hire Jeanne Johnson, as Emergency Communications Operator within the Warren County Emergency Services Department, classified, full-time permanent, hourly status (40 hours per week), effective January 27, 2020, at starting rate of, \$22.22 per hour, 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 – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 7<sup>th</sup> day of January 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

HR

cc: Emergency Services (file)  
Jeanne Johnson's Personnel file  
OMB- Sue Spencer

# Resolution

Number 20-0012

Adopted Date January 07, 2020

APPROVE PROMOTION OF KRISTEN MILLER TO THE POSITION OF EMERGENCY COMMUNICATIONS SUPERVISOR WITHIN THE EMERGENCY SERVICES DEPARTMENT

WHEREAS, it is the desire of the Board to promote Kristen Miller to said position; and

NOW THEREFORE BE IT RESOLVED, to approve the promotion of Kristen Miller to the position of Emergency Communications Supervisor within the Emergency Services Department, classified, full-time, permanent, non-exempt, at a rate of \$29.31 per hour in accordance with the Emergency Services Operators/Supervisors Compensation Plan, subject to a 180 day probationary period, effective January 16, 2020.

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

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 7<sup>th</sup> day of January 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Emergency Services (file)  
Kristen Miller's Personnel file  
OMB – Sue Spencer

# Resolution

Number 20-0013

Adopted Date January 07, 2020

APPROVE PROMOTION OF DAVID SAUER TO THE POSITION OF EMERGENCY COMMUNICATIONS SUPERVISOR WITHIN THE EMERGENCY SERVICES DEPARTMENT

WHEREAS, it is the desire of the Board to promote David Sauer to said position; and

NOW THEREFORE BE IT RESOLVED, to approve the promotion of David Sauer to the position of Emergency Communications Supervisor within the Emergency Services Department, classified, full-time, permanent, non-exempt, at a rate of \$29.31 per hour in accordance with the Emergency Services Operators/Supervisors Compensation Plan, subject to a 180 day probationary period, effective January 16, 2020.

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

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 7<sup>th</sup> day of January 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Emergency Services (file)  
David Sauer's Personnel file  
OMB – Sue Spencer

# Resolution

Number 20-0014

Adopted Date January 07, 2020

HIRE MIRANDA GRIFFITH AS CLERICAL SPECIALIST I, WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION

BE IT RESOLVED, to hire Miranda Griffith as Clerical Specialist I within the Warren County Department of Job and Family Services, Children Services Division, classified, full-time permanent, non-exempt status, (40 hours per week), Pay grade #1, \$13.30 per hour, under the Warren County Job and Family Services, Children Services compensation plan, effective January 20, 2020 subject to a 365-day probationary period.

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

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

Resolution adopted this 7<sup>th</sup> day of January 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Children Services (file)  
Miranda Griffith's Personnel file  
OMB – Sue Spencer



# Resolution

Number 20-0015

Adopted Date January 07, 2020

ACCEPT RESIGNATION OF RACHEL BROCKHUIS, SOCIAL SERVICES WORKER II, WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, HUMAN SERVICES DIVISION, EFFECTIVE JANUARY 22, 2020

BE IT RESOLVED, to accept the resignation, of Rachel Brockhuis, Social Services Worker II, within the Warren County Department of Job and Family Services, Human Services Division, effective January 22, 2020.

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

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

Resolution adopted this 7<sup>th</sup> day of January 2020.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Human Services (file)  
R. Brockhuis' Personnel File  
OMB – Sue Spencer  
Tammy Whitaker

# Resolution

Number 20-0016

Adopted Date January 07, 2020

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

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

NOW THEREFORE BE IT RESOLVED, to authorize the posting of the position of "Social Service Worker II" in accordance with Warren County Personnel Policy Manual, Section 2.02(A); posting to occur for a period of at least seven (7) consecutive calendar days beginning December 31, 2019.

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


Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 7<sup>th</sup> day of January 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Human Services (file)  
OMB-Sue Spencer

# Resolution

Number 20-0017

Adopted Date January 07, 2020

APPROVE LATERAL TRANSFER OF MOLLY MILLER FROM THE POSITION OF PROTECTIVE SERVICES CASEWORKER II TO FOSTER CARE/ADOPTION CASEWORKER I, WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION

WHEREAS, the Director of Children Services has requested the lateral transfer of Ms. Miller to said position; and

NOW THEREFORE BE IT RESOLVED, to approve the lateral transfer of Molly Miller from the position of Protective Services Caseworker II to Foster Care/Adoption Caseworker I within the Warren County Department of Job and Family Services, Children Services Division effective January 6, 2020.

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

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

Resolution adopted this 7<sup>th</sup> day of January 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Children Services (file)  
M. Miller's Personnel file  
OMB – Sue Spencer

# Resolution

Number 20-0018

Adopted Date January 07, 2020

APPROVE LATERAL TRANSFER OF BRADLEY KREUSCH FROM THE POSITION OF PROTECTIVE SERVICES CASEWORKER I TO ALTERNATIVE RESPONSE CASEWORKER I, WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION

WHEREAS, the Director of Children Services has requested the lateral transfer of Mr. Kreusch to said position; and

NOW THEREFORE BE IT RESOLVED, to approve the lateral transfer of Bradley Kreusch from the position of Protective Services Caseworker I to Alternative Response Caseworker I within the Warren County Department of Job and Family Services, Children Services Division effective January 6, 2020.

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

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

Resolution adopted this 7<sup>th</sup> day of January 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Children Services (file)  
B. Kreusch's Personnel file  
OMB – Sue Spencer

# Resolution

Number 20-0019

Adopted Date January 07, 2020

APPROVE LATERAL TRANSFER OF JANINE JACKSON FROM THE POSITION OF ALTERNATIVE RESPONSE CASEWORKER III TO SCREENER III , WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION

WHEREAS, the Director of Children Services has requested the lateral transfer of Ms. Jackson to said position; and

NOW THEREFORE BE IT RESOLVED, to approve the lateral transfer of Janine Jackson from the position of Alternative Response Caseworker III to Screener III within the Warren County Department of Job and Family Services, Children Services Division effective January 6, 2020.

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

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 7<sup>th</sup> day of January 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Children Services (file)  
J. Jackson's Personnel file  
OMB – Sue Spencer

*BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO*

# Resolution

Number 20-0020

Adopted Date January 07, 2020

ACCEPT RESIGNATION OF KARIEE BEDINGHAUS, PROTECTIVE SERVICES CASEWORKER II, WITHIN THE WARREN COUNTY JOB AND FAMILY SERVICES DEPARTMENT, CHILDREN SERVICES DIVISION, EFFECTIVE JANUARY 8, 2020

BE IT RESOLVED, to accept the resignation of Kariee Bedinghaus, Protective Services Caseworker II, within the Warren County Job and Family Services Department, Children Services Division, effective January 8, 2020.

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

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 7<sup>th</sup> day of January 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Children Services (file)  
K. Bedinghaus' Personnel File  
OMB – Sue Spencer  
Tammy Whitaker

# Resolution

Number 20-0021

Adopted Date January 07, 2020

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

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

NOW THEREFORE BE IT RESOLVED, to authorize the posting of the positions of "Protective Services Caseworker I or II" in accordance with Warren County Personnel Policy Manual, Section 2.02(A); posting to occur for a period of at least seven (7) consecutive calendar days beginning December 27, 2019.

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

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 7<sup>th</sup> day of January 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

H/R

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

# Resolution

Number 20-0022

Adopted Date January 07, 2020

HIRE JENNIFER LYONS AS CASHIER RECEPTIONIST, WITHIN THE BUILDING AND ZONING DEPARTMENT

BE IT RESOLVED, to hire Jennifer Lyons as Cashier Receptionist within the Warren County Building and Zoning Department, classified, full-time permanent, non-exempt status (40 hours per week), pay grade #12, \$14.17 per hour, effective January 27, 2020, subject to a negative drug screen, background check and a 365 day probationary period.

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

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

Resolution adopted this 7<sup>th</sup> day of January 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

HR

cc: Building/Zoning (file)  
Jennifer Lyons' Personnel file  
OMB – Sue Spencer



# Resolution

Number 20-0023

Adopted Date January 07, 2020

APPROVE PROMOTION OF ANDREW NAPIER TO THE POSITION OF WATER DISTRIBUTION WORKER II WITHIN THE WATER AND SEWER DEPARTMENT

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

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


NOW THEREFORE BE IT RESOLVED, to approve the promotion of Andrew Napier to the position of Water Distribution Worker II within the Water and Sewer Department, classified, full-time permanent, non-exempt status, Pay Range #15, \$20.00 per hour, effective pay period beginning January 04, 2020.

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

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

Resolution adopted this 7<sup>th</sup> day of January 2020.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Water/Sewer (file)  
A. Napier's Personnel file  
OMB – Sue Spencer  
Theresa Reier

# Resolution

Number 20-0024

Adopted Date January 07, 2020

ACCEPT RESIGNATION OF JEFF GARLAND, WATER SYSTEM TREATMENT CHIEF OPERATOR, WITHIN THE WARREN COUNTY WATER AND SEWER DEPARTMENT, EFFECTIVE FEBRUARY 29, 2020

BE IT RESOLVED, to accept the resignation, of Jeff Garland, Water System Treatment Chief Operator, within the Warren County Water and Sewer Department, effective February 29, 2020.

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

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

Resolution adopted this 7th day of January 2020.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Water/Sewer (file)  
J. Garland's Personnel File  
OMB – Sue Spencer  
T. Reier  
Tammy Whitaker

# Resolution

Number 20-0025

Adopted Date January 07, 2020

AUTHORIZE THE POSTING OF THE "WATER TREATMENT SYSTEM: CHIEF OPERATOR, WITHIN THE WATER AND SEWER DEPARTMENT, IN ACCORDANCE WITH WARREN COUNTY PERSONNEL POLICY MANUAL, SECTION 2.02(a)

WHEREAS, there exists one opening for a "Water Treatment System Chief Operator" position within the Water and Sewer Department; and

NOW THEREFORE BE IT RESOLVED, to authorize the posting of the position of "Water Treatment System Chief Operator, in accordance with Warren County Personnel Policy Manual, Section 2.02(A); posting to occur for a period of at least seven (7) consecutive calendar days beginning December 26, 2019.

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

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 7<sup>th</sup> day of January 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

H/R

cc: Water/ Sewer (File)  
OMB-Sue Spencer  
Theresa Reier

# Resolution

Number 20-0026

Adopted Date January 07, 2020

ENTER INTO AMENDMENT OF AGREEMENT WITH COMPSYCH FOR SERVICES  
RELATIVE TO THE EMPLOYEE ASSISTANCE PROGRAM EFFECTIVE JANUARY 1,  
2020

WHEREAS, the Board of County Commissioners offers an Employee Assistance Program  
(EAP) to employees eligible for healthcare coverage; and

WHEREAS, effective January 1, 2020, the Board desires to enter into an Amendment of  
Agreement with ComPsych Corporation due to expiring previous agreement; and

NOW THEREFORE BE IT RESOLVED, to enter into an renewal Amendment of Agreement  
with ComPsych for period effective January 1, 2020 through December 31, 2020; copy of  
agreement attached hereto and made a part hereof.

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

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

Resolution adopted this 7<sup>th</sup> day of January 2020.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

HR/

cc: c/a – ComPsych  
Benefits file  
Horan Associates  
T Whitaker

# COMPSYCH<sup>®</sup>

The GuidanceResources Company<sup>®</sup>

## AMENDMENT TO AGREEMENT BETWEEN WARREN COUNTY, OHIO AND COMPSYCH CORPORATION

This Amendment is made as of October 24, 2019, to amend that certain Agreement that commenced on January 1, 2014 by and between Warren County, Ohio ("Client") and ComPsych Corporation ("ComPsych").

WITNESSETH:

**NOW, THEREFORE,** in consideration of the mutual covenants hereafter set forth and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Client and ComPsych hereby agree as follows:

1. Both parties acknowledge that the Term of the Agreement is scheduled to expire on December 31, 2019. Both parties hereby agree to extend the Term for a period of one (1) year beginning on January 1, 2020 and ending on December 31, 2020. Thereafter, the Agreement shall automatically renew for successive one (1) year periods unless either party shall deliver to the other party written notice of non-renewal not less than sixty (60) days prior to the expiration of the initial term or any applicable renewal term.
2. Except as specifically amended hereby, the Agreement shall remain unamended and in full force and effect. All references in the Agreement to the Agreement shall mean the Agreement as amended by this Amendment.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date first written above.

ComPsych Corporation


By: 

By: Richard A. Chaifetz

Its: Chairman & CEO

Date: 12/10/2019

Warren County, Ohio

By: 

By: David B. Young

Its: President

Date: 11/7/2020

APPROVED AS TO FORM



Adam M. Nice

Asst. Prosecuting Attorney

AFFIDAVIT OF NON COLLUSION

STATE OF Illinois  
COUNTY OF Cook

I, Dale Greenolds, holding the title and position of Executive Vice President at the firm CompSych Corporation, affirm that I am authorized to speak on behalf of the company, board directors and owners in setting the price on the contract, bid or proposal. I understand that any misstatements in the following information will be treated as fraudulent concealment of true facts on the submission of the contract, bid or proposal.

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

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

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

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

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

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

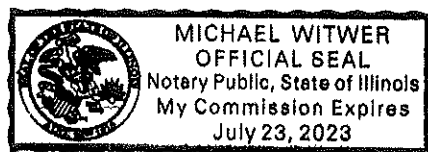
[Signature]  
AFFIANT

Subscribed and sworn to before me this 10th day of December 20 19

[Signature]  
(Notary Public),

Cook County.

My commission expires July 23 20 23



# Resolution

Number 20-0027

Adopted Date January 07, 2020

APPROVE AND AUTHORIZE THE PRESIDENT OF THE BOARD OF COUNTY COMMISSIONERS TO ENTER INTO A PROFESSIONAL SERVICE AGREEMENT BY AND BETWEEN ENVIRONMENTAL EDUCATORS, INC. AND THE BOARD OF WARREN COUNTY COMMISSIONERS RELEVANT TO THE WARREN COUNTY WATER AND SEWER DEPARTMENT'S SOURCE WATER PROTECTION PROGRAM

BE IT RESOLVED, to approve and authorize the President of the Board of County Commissioners to enter into a Professional Service Agreement by and between Environmental Educators Inc., 10 Cherry Street, Springboro, OH 45066, and this Board of Warren County Commissioners relevant to the Warren County Water and Sewer Department's Source Water Protection Program, copy of said agreement attached hereto and made a part hereof.

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

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

Resolution adopted this 7<sup>th</sup> day of January 2020.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

/sm

cc: C/A—Environmental Educators, Inc, (Suzanne Geisler)  
Solid Waste District (file)  
Water/Sewer (file)

## **CONSULTANT AGREEMENT**

by and between

**ENVIRONMENTAL EDUCATORS Inc.**

and the

**WARREN COUNTY BOARD OF COUNTY COMMISSIONERS**

This Agreement entered into the date stated below, by and between the Warren County Board of County Commissioners, 406 Justice Drive, Lebanon, OH 45036 (hereinafter the "Board"), on behalf of the Warren County Water and Sewer Department, and Environmental Educators Inc., 10 Cherry Street, Springboro, OH 45066 (hereinafter the "Consultant").

**WHEREAS**, upon the recommendation of the Warren County Water and Sewer Department, this Board, to fulfill the requirements of the Source Water Protection Program, desires to enter into an Agreement with the Consultant for said service; and,

**WHEREAS**, Consultant does provide professional services in the area of educational programs for protection of drinking water and water systems, and desires to enter into an Agreement with the Board to fulfill the Board's requirements of the Source Water Protection Program; and,

**NOW**, therefore, **BE IT AGREED** by and between the parties hereto as follows:

### **I. Scope of Service**

1. Consultant agrees to perform the educational services for the Warren County Water and Sewer Department under the direction of the designee of the, to-wit.
2. The Consultant shall perform work to complete presentations and activities for teachers and students in the Warren County Schools, Land Lab, Warren County Fair, Camps, specials interest groups, and any other activity determined necessary by the Warren County Sanitary Engineer or his or her designee.
3. The Consultant shall prepare written fact sheets and brochures about protecting source water. This information shall be designed for distribution to residents and business located in the one and five year time-of-travel.



4. The Consultant shall provide the Warren County Water and Sewer Department with an updated written schedule of presentations upon request. In the event of cancellation or rescheduling during the current week, the Consultant will notify the Warren County Water and Sewer Department to update the schedule.
5. Subject matter and content of the presentations shall address source water protection and shall be subject to review and approval of the Warren County Sanitary Engineer or his or her designee.

## **II. Terms of Agreement**

1. The Agreement shall commence January 1, 2020 and terminate December 31, 2020 or upon expenditure of available funds, or which ever occurs first.

## **III. Compensation**

1. The Consultant shall be compensated in an amount not to exceed ten thousand dollars (\$10,000.00) for work listed in the scope of services. Consultant shall invoice the Water and Sewer Department on a monthly basis for the hours worked. The hourly rate for the Consultant shall be Forty-eight dollars and seventy-nine cents (\$48.79) per hour.
2. Consultant shall be responsible for travel to the locations of the presentations or activities. Consultant shall not receive payment for travel to presentations and activities that occur in Warren County.

## **IV. Responsibility of the Board**

1. The Water and Sewer Department or Solid Waste Management District shall provide the Consultant with work space, office supplies, mailing service, telephone access, fax access, computer, e-mail, use of copy machine, and educational materials supplies necessary to perform lessons, presentations, and activities.
2. The Water and Sewer Department shall provide funding for the educational specialist to attend approved workshops and training seminars. The funding provided by the Water and Sewer Department for the Consultant to attend the workshops or training seminars shall include lodging, meals, fees and other related expenses as approved by the Board. Warren County Sanitary Engineer or his or her designee, prior to the sessions, must authorize approval for the workshops or training seminars.
3. Warren County Sanitary Engineer or his or her designee may authorize the Consultant to participate in any other activity that is related to source water protection or education and will benefit the interests of the Water and Sewer Department.

## **V. Reporting**

1. The Consultant shall work cooperatively with the Board, the Water & Sewer Department, and Educational Service Center and upon request, the Consultant will provide appropriate reporting regarding educational activities listed in the scope of service.

## **VI. Agreement Modification**

1. This Agreement may be modified only upon mutual and written consent of both parties.

## **VII. Termination of the Agreement**

1. If, through any cause, the Consultant shall fail to fulfill in a timely and proper manner its obligation under this Agreement, or if the Consultant shall violate any of the covenants of agreements thereof, or at the discretion of the Board, the Board may upon written notice to the Consultant terminate the rights of the Consultant without cause to proceed under this Agreement. In the event of such termination, any reports or information prepared by the Consultant under this Agreement shall, at the option of the Board, become its property within thirty (30) days of receipt of said written notice. The Consultant shall forward the reports and information to the Solid Waste Management District and the Consultant shall be entitled to receive equitable compensation for any work completed to the satisfaction of the Board.
2. The obligation to provide services under this Agreement may be terminated by the Consultant upon thirty (30) days written notice to the Board in the event of substantial failure by the Board to perform in accordance with the terms hereof through no fault of the Consultant.

## **VIII. Notices**

1. Any and all notices of intent to modify or terminate this Agreement by the Consultant shall be mailed to:

Warren County Board of County Commissioners  
Clerk to the Board of County Commissioners  
406 Justice Drive  
Lebanon, OH 45036

2. Any and all notices of intent to modify or terminate this Agreement by the Consultant shall be mailed to:

Environmental Educators Inc.  
Suzanne Geisler, CEO

10 Cherry Street  
Springboro, OH 45066

**IX. Hold Harmless/Indemnification**

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

**X. Relationship of Parties**

1. The parties shall be independent contractors to each other in connection with the performance of their respective obligations under this Agreement. No employer and employee relationship is created by this Agreement and the Consultant and its employees and subcontractors shall be estopped from asserting any employment rights or benefits relating thereto.

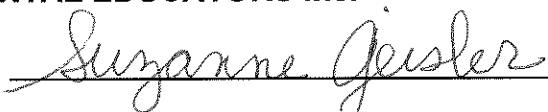
**XI. Agreement Expiration**

1. This Agreement shall expire on December 31, 2020 or upon expenditure of funds, or which ever occurs first; however, this Agreement may be extended by mutual and written consent of both parties.

**XII. Execution**

**IN EXECUTION WHEREOF**, Suzanne Geisler, the Consultant herein, has set her hand to this Agreement on the date stated below, after having read this Agreement in its entirety, understanding the legal obligations therein.

**CONSULTANT  
ENVIRONMENTAL EDUCATORS Inc.**

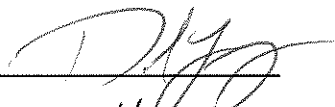
SIGNATURE: 

PRINTED NAME: Suzanne Geisler, Chief Executive Officer

DATE: \_\_\_\_\_


**IN EXECUTION WHEREOF**, the Warren County Board of County Commissioners have caused this Agreement to be executed on the date stated below by David G Young, its President, in accordance with Resolution No. 20-0027, dated 1/7/2020.

**WARREN COUNTY  
BOARD OF COUNTY COMMISSIONERS**

SIGNATURE:   
PRINTED NAME: David G Young  
TITLE: President  
DATE: 1/7/2020

Approved as to form:

DAVID FORNSHELL,  
PROSECUTING ATTORNEY  
WARREN COUNTY, OHIO

  
By: Keith Anderson, Assistant Prosecutor



*BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO*

# Resolution

Number 20-0028

Adopted Date January 07, 2020

ENTER INTO LEASE AGREEMENT WITH THE WARREN COUNTY CAREER CENTER

BE IT RESOLVED, to enter into a lease agreement with the Warren County Career Center for adult education in the Old Courthouse; as attached hereto and made a part hereof.

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

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 7<sup>th</sup> day of January 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—Warren County Career Center  
Commissioners' file  
S. Spencer

## LEASE AGREEMENT

THIS AGREEMENT made and entered into on this 12<sup>th</sup> day of December, 2019, by and between the Warren County Board of Commissioners, 406 Justice Drive, Lebanon, Ohio 45036, hereinafter referred to as "Lessor" and the Warren County Career Center, 3525 N. State Route 48, Lebanon, Ohio 45036, hereinafter referred to as "Lessee."

### WITNESSETH

WHEREAS, Lessor holds title to the Old Warren County Courthouse located at 300 East Silver Street in Lebanon, Ohio; and

WHEREAS, Ohio Revised Code, Sections 307.09(A) and 307.09(B) permits a board of county commissioners to lease portions of buildings in general and to grant leases, rights, and easements to the United States government, to the State or any department or agency thereof, or to municipal corporations or other government subdivisions of the State for public purposes or to corporations not for profit; and

WHEREAS, Lessee, a institution of secondary education desires to conduct classroom teaching /training of high school and adult education students in the newly renovated Old Courthouse building; and

WHEREAS, Lessor has determined that there is a legitimate public purpose that will be served by the Lessee and, as a result, desires to both lease certain space and enjoy the use of certain shared space in the Old Courthouse to Lessee;

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

#### I. Leased Premises

Lessor, in consideration of the promises of the Lessee, hereinafter set forth, does hereby lease unto Lessee the premises described upon Exhibit A attached hereto (hereinafter the "Premises").

#### II. Term

The term of this lease shall be for the period of time commencing on January 1, 2020 and ending on the 31st day of December 2020.

#### III. Rent

In lieu of paying monetary rent for the occupancy of 1,902 square feet of office and classroom space, exclusive of shared space in the form of both conference room and large meeting space, Lessee agree to cooperate and participate in various programs and partnering activities of the Warren County Ohio Means Jobs. Further, Lessee affords Lessor the opportunity to take advantage

of certain Lessee sponsored activities conducted on the Premises as well as providing agreed upon instruction opportunities for Lessor designated employees at negotiated costs.

#### IV. Covenants of the Lessee

The Lessee agrees as follows:

1. That Lessee will occupy the Premises in a safe and proper manner;
2. That Lessee will not permit any waste, trash, or debris to accumulate on the Premises; will not permit the use of tobacco products by either faculty or students on the Premises; and will not permit the eating of food or the drinking of beverages in classroom/training areas;
3. That Lessee will not use the premises for any unlawful purpose;
4. That Lessee will obey all laws, regulations and orders of all governmental authorities or agencies respecting the Premises;
5. That Lessee will not assign this lease, nor sublet the Premises without the written consent of the Lessor;
6. That Lessee will use the Premises for classroom teaching/training of Warren County Career Center students and supporting administrative and academic activities;
7. That Lessee will surrender and deliver up the Premises, at the end of the term, in as good order and condition as the Premises now are, or as may be put by the Lessor and or Lessee acting either jointly or separately, reasonable use and natural wear and tear and damage by fire, or unavoidable casualty, excepted;
8. That any failure of the Lessor to enforce rights or seek remedies upon any default of the Lessee with respect to the obligations of the Lessee shall not prejudice or effect the rights or remedies of the Lessor in the event of any subsequent default of the Lessee;
9. Provide public liability and property damage insurance of limits of not less than one million dollars per person and one million dollars (\$1,000,000) per accident or occurrence and not less than one million (\$1,000,000) for any one occurrence and one million dollars in the aggregate for property damage. The insurance shall have a deductible that shall not exceed five thousand dollars (\$5,000) per occurrence. Said insurance shall contain an endorsement that recognizes that any other insurance of Lessor is not primary, but is excess only. Lessor officers and employees shall be named as additional insured. Said insurance shall contain a "breach of warranty" clause in favor of Lessor pursuant to which claims made against Lessor which are covered by said insurance shall not be denied due to the Lessee's breach of a policy warranty effecting coverage. Said insurance shall provide further that Lessor will be notified if coverage is canceled or reduced. The Lessee shall provide Lessor with certification of insurance or other proof evidencing that the Lessee has complied with this provision. The aforesaid insurance of the Lessee shall apply in any case in which



the Lessee has a duty of indemnification, defense and hold harmless as set forth in Paragraph IV, 10 below;

10. Defend, indemnify, and hold Lessor harmless from any and all claims, suits, actions, proceedings, causes of action, injuries, damages, costs, expenses, fees, attorneys fees and liabilities as may be occasioned by the operation of the classroom teaching/training and associated office activities by the Lessee, occupation and use of the leased Premises, or due to the performance or non-performance of the duties, services and obligations of the Lessee pursuant to this Lease.

V. Covenants of the Lessor

The Lessor agrees as follows:

1. That the Lessee shall peaceably and quietly enjoy the premises, during the term, without hindrance by the Lessor or any persons lawfully claiming under the Lessor.

VI. Condition and Improvements to the Premises

Lessee shall make no repairs, remodel, construct any additional improvements, or make any alterations to the building or upon the land without the written consent of the Lessor. Any repairs, remodeling, improvements, or alterations made shall become the property of the Lessor at the termination of the lease.

VII. Option to Renew

Lessee shall have the right to renew this lease for additional one (1) year terms. Lessee must exercise this option to renew by giving written notice to Lessor at least thirty (30) days prior to the expiration of the original or any renewal term as set forth herein.

VIII. Termination

If the Lessee breaches any of its agreements or covenants, or vacates the premises during the term, becomes insolvent or bankrupt, this lease shall terminate immediately without prejudice. Lessee may terminate this lease at any time by giving written notice to the Lessor. Lessor may terminate this lease, or any renewed term of this lease, at any time by giving Lessee thirty (30) days written notice. Should a court of jurisdiction determine that this lease is constitutionally infirm or otherwise contrary to law, this lease shall terminate immediately.

IX. Notices

Any notice required or permitted pursuant to this lease agreement shall be sent by certified mail to the other party at address set forth below and shall be deemed given upon the date of mailing.

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

# Resolution

Number 20-0029

Adopted Date January 07, 2020

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

BE IT RESOLVED, to approve and authorize the Warren County Board of Commissioners to enter into the agreement and addendum with One Way Services for Youth, Inc., on behalf of Warren County Children Services, for 11/01/2019 through 03/31/2020, for the services of a child placement and related services provider. Copy of agreement attached hereto and made a part hereof.

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

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

Resolution adopted this 7<sup>th</sup> day of January 2020.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

jc/

cc: c/a— One Way Services for Youth, Inc.  
Children Services (file)

## Ohio Department of Job and Family Services

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

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

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

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

and One Way Services for Youth, Inc. , hereinafter "Provider," whose address is:

One Way Services for Youth, Inc.  
309 N Isabella ST  
Springfield, OH 45504

Collectively the "Parties."

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## **RECITALS**

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

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

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

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

### **Article I. SCOPE OF PLACEMENT SERVICES**

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

#### **Section 1.01 FOR CONTRACTS COMPETITIVELY PROCURED**

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

#### **Section 1.02 FOR CONTRACTS NOT COMPETITIVELY PROCURED**

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

#### **Section 1.03 EXHIBITS**

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

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

### **Article II. TERM OF AGREEMENT**

This Agreement is in effect from **11/01/2019** through **03/31/2020**, unless this Agreement is suspended or terminated pursuant to Article IX prior to the termination date.

In addition to the initial term described above, this Agreement may be extended at the option of the Agency and upon written agreement of the Provider. Notice of Agency's intention to extend the Agreement shall be provided in writing to Provider no less than 90 calendar days before the expiration of any Agreement term then in effect. (If a previous Request for Proposal [RFP] allows, the Agreement may be extended for a period of time to ensure adequate completion of the Agency's competitive procurement process at the rates existing for the term then in effect.)

### **Article III. ORDER OF PRECEDENCE**

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

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

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

## Article IV. DEFINITIONS GOVERNING THIS AGREEMENT

The following definitions govern this Agreement:

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

## Article V. PROVIDER RESPONSIBILITIES

- A. Provider agrees to participate with Agency in the development and implementation of the Case Plan and ICCA including participation in case reviews and / or semi-annual administrative reviews, and the completion of reunification assessments for the children in placement with the Provider. Parties shall make best efforts to share information timely regarding participants and contact information involved with planning efforts related to children and families.
- B. Provider agrees to provide services agreed to in the Case Plan and ICCA (i.e., transportation of children for routine services, including, but not limited to, court hearings, medical appointments, school therapy, recreational activities, visitations/family visits) unless otherwise negotiated in writing as an attachment to this Agreement. Any disputes involving services or placement will be resolved through mutual-agreement and modification to the ICCA. Provider agrees the Agency is the final authority in the process. The cost of providing these services is to be included in the Agency approved per diem.
- C. Provider agrees to ensure that any and all persons who may act as alternative caregivers or who have contact with the children are suitable for interaction pursuant to all applicable federal, state and local laws and regulations.
- D. Provider agrees that all caregivers must be approved by the Agency.
- E. Provider agrees to submit a progress report as negotiated by the parties for each child. The progress report will be based on the agreed upon services to be delivered to the child and/or family and will include documentation of services provided to the child and/or discharge summary. If Monthly Progress Reports are not received within 90 calendar days following the month of service provision, payment may be withheld at the Agency's discretion.
  - 1. Monthly Progress Reports shall be submitted by the 20th of the month following the month of service.
  - 2. The Monthly Progress Report will include the following medical related information:
    - a. Service type (i.e. medical, dental, vision, etc.);
    - b. Date(s) of service;
    - c. Reason for visit (i.e. routine, injury, etc.);
    - d. Practitioner name, address and contact number;
    - e. Name of hospital, practice, urgent care, etc.;
    - f. Prescribed medications and dosages;
    - g. Date(s) medication(s) were prescribed or changed; and
    - h. Changes to medications.
- F. Placement changes, emergency or non-emergency, shall occur only with the approval of the Agency. The following information shall be provided to the Agency for all placement changes: Name, address and phone number of the new foster home or other out-of-home care setting, the license/home study of the new care provider within 24 hours, excluding weekends and holidays.
- G. Provider agrees to notify all Agencies who have children placed in the same caregiver's home/group home/CRC when any child residing in the placement is critically injured or dies in that location. Notification will be made to the Agencies' Child Abuse/Neglect Hotline number or assigned Caseworker immediately.
- H. Notification to the Agency of Emergency Critical Incidents shall occur ASAP but no later than one hour of the Incident becoming known. Notification will be made to the Agency via the Agency's Child Abuse/Neglect Hotline or

assigned Caseworker or by other established system. Critical incidents are those incidents defined in the Ohio Administrative Code that are applicable to the licensed or certified programs(ODJFS 5101:2-7-14, 5101:2-9-23 ODMHAS 5122-30-16, 5122-26-13, DODD 5123:2-17-02).

Emergency situations include but are not limited to the following:

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

I. The Provider also agrees to notify the Agency within Twenty-four (24) hours, of any non-emergency situations. Non-emergency situations include but are not limited to the following:

1. When physical restraint is used/applied; and
2. Medication lapses or errors.

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

- J. Documentation of the emergency and non-emergency incidents as identified in "H and I" above shall be provided to the Agency via email, fax or other established notification system within 24 hours excluding weekends and holidays.
- K. The Provider agrees to submit each child's assessment and treatment plans as completed but no later than the 30th day of placement. Provider further agrees to provide treatment planning that will include, but is not limited to, education on or off site, preparation for integration into community-based school or vocational/job skills training, community service activities, independent living skills if age 14 or older, monitoring and supporting community adjustment.
- L. The Provider agrees to participate in joint planning with the Agency regarding modification to case plan services. Provider agrees that while the Provider may have input into the development of the child's case plan services and the ICCA, any disputes involving services or placement will be resolved through mutual agreement and modification to the ICCA. Provider agrees the Agency is the final authority in the process.
- M. The Provider shall participate in a Placement Preservation meeting if requested by the Agency prior to issuing a notice of removal of a child. A placement Preservation meeting shall be held within seven (7) business days of said request. Unless otherwise mutually agreed upon a minimum of thirty (30) calendar days' notice shall be given if placement preservation is unable to be achieved. A Discharge Plan Summary shall be provided no later than fifteen (15) calendar days after the date of discharge in accordance with the applicable licensed or certified program. (OAC 5101:2-5-17, OAC 5122-30-22, OAC 5122-30-04, OAC 5123:2-3-05).
- N. The Provider shall work in cooperation and collaboration with the Agency to provide information for each child's Lifebook and will fully comply with the provision of OAC 5101:2-42-67 as applicable to private Providers. Provider's contribution to the Agency Lifebook for a child shall be for the episode of care with the Provider.
- O. The Provider agrees to provide Independent Living Services as set forth in accordance with OAC 5101:2-42-19 for all children age 14 and above.
- P. When applicable, due to the Provider being part of a managed care agreement as defined in OAC 5101:2-1-01, the Provider agrees to visit with the child face-to-face in the foster home, speak privately with the child and to meet with the caregiver at least monthly in accordance with rule OAC 5101:2-42-65 of the Ohio Administrative Code.
- Q. The Provider agrees to maintain its licenses and certifications from any source in good standing. The Provider agrees to report to Agency in writing any change in licensure or certification that negatively impacts such standing immediately if the negative action results in a temporary license, suspension of license or termination of license.
- R. Provider agrees that the reasonable and prudent parent standard training required by SEC. 471, [42 U.S.C. 671] of the Social Security Act and in accordance to OAC 5101:2-5-33, OAC 5101:2-9-02 or OAC 5101:2-9-03 has been

completed.

- S. The Provider shall notify Agency of any changes in its status, such as intent to merge with another business or to close no later than forty-five (45) business days prior to the occurrence.
- T. The Provider agrees that the Agency shall have access to foster parent home studies and re-certifications for foster parents caring for children in placement, subject to confidentiality considerations. The Provider shall submit to Agency a copy of the current foster home license at the time of placement and recertification. Provider also agrees to notify Agency within twenty-four (24) hours of any change in the status of the foster home license.
- U. When there is a rule violation of a caregiver, a copy of the corrective action plan, if applicable, must be submitted to the Agency when the investigation is complete.
- V. The Provider agrees to notify the Agency of scheduling no less than fourteen (14) calendar days prior to all formal meetings (i.e. FTMs, Treatment Team Meetings, IEPs, etc.).
- W. The Provider agrees to adhere to the following Medical/Medication guidelines:
  - 1. To provide over-the-counter medications and/or supplies as part of the per diem of care;
  - 2. To comply with the medical consent process as identified by Agency;
  - 3. Only the Agency can give permission for the administering or change (addition or elimination) of psychotropic medication and its ongoing management; and
  - 4. Provide an initial placement medical screening within 72 hours of child's placement into a placement resource under the Provider's operation and/or oversight.
- X. To arrange for required health care/medical examinations within time frames required by OAC 5101:2-42-66.1 and provide reports from the health care providers to the agency within 30 days of occurrence if the appropriate releases of information have been obtained by the Provider.
- Y. The Network Provider agrees to notify the Agency if placement resource is currently under investigation for license violations or misconduct toward children or other third-party investigation.
- Z. The Provider will immediately notify the Agency:
  - 1. If the Provider is out of compliance with any licensing authority rules or the placement resource is under investigation for license violations or misconduct toward children. Immediately is defined as within one hour of knowledge of the non-compliance issue.
  - 2. Child Abuse/Neglect Hotline or assigned Caseworker of any allegations of abuse or neglect made against the Caregiver within one hour of gaining knowledge of the allegation.
  - 3. Of any corrective action and the result of the correction action plan. The Provider will submit a comprehensive written report to the agency within sixty (60) days of the rules violation.
  - 4. Within twenty-four (24) hours any time there is an event which would impact the placement resource license.

## **Article VI. AGENCY RESPONSIBILITIES**

- A. Agency certifies that it will comply with the Multiethnic Placement Act, 108 STAT. 3518, as amended by Section 1808 of the Small Business Jobs Protection Act of 1996, 110 STAT. 1755, which prohibits any Agency from denying any person the opportunity to become an adoptive or foster parent on the basis of race, color, national origin, or delaying or denying the placement of a child for adoption or into foster care on the basis of race, color, or national origin of the adoptive or foster parent or of the child involved.
- B. The Agency shall provide to the Provider within thirty (30) calendar days of placement or within a reasonable time thereafter as agreed to by the parties, a copy of each child's social history, medical history, and Medicaid card once obtained by the Agency for new cases, or at time of placement for existing cases. Agency shall make best efforts to share information timely regarding participants and contact information involved with planning efforts related to children and families.
- C. Agency agrees to participate in the development of the treatment plan of each child placed with the Provider. The Agency acknowledges that clinical treatment decisions must be recommended by licensed clinical professionals. Agency and Provider acknowledge that disagreement with a treatment decision may be taken through the dispute resolution process contained in Article XIV of this Agreement.
- D. Agency agrees to visit with the child in accordance with rule OAC 5101:2-42-65 of the Ohio Administrative Code.
- E. Agency agrees to participate in periodic meetings with each child's treatment team for case treatment plan development, review, and revision. The Agency agrees to participate in the development of the treatment plan of each child placed with the Provider by the Agency.



- F. Agency certifies that it will comply with Every Student Succeeds Act (34 CFR part 200) and will work with local school districts in developing individualized plans to address the transportation needed for a child to remain in the school of origin. Agency agrees to arrange for the transfer of each child's school records to the child's new school upon placement but not later than ten (10) business days. The Agency agrees to work with the Provider for the timely enrollment of the child in the receiving school district. The Agency has the final responsibility to obtain the child's school records and to enroll the child in the receiving school district.
- G. The Agency shall provide an opportunity for the Provider to give input in the development, substantive amendment or modification of case plans. The Agency agrees to notify the Provider of scheduling no less than seven (7) calendar days prior to of all formal meetings (e.g. SARs, court hearings, family team conferences, etc.).
- H. The Agency shall participate in a Placement Preservation meeting if requested by the Provider prior to issuing a notice of removal of a child. The Agency shall provide a minimum of thirty (30) calendar days' notice for planned removals, to the Provider for each child who is being terminated from placement with the Provider, unless so ordered by a court of competent jurisdiction.
- I. Agency agrees to provide the Provider with an emergency contact on a twenty-four (24) hour, seven (7) day per week basis.
- J. The Agency represents:
  - 1. It has adequate funds to meet its obligations under this Agreement; subject to the availability of funds as referenced in Article VIII (I);
  - 2. It intends to maintain this Agreement for the full period set forth herein and has no reason to believe that it will not have sufficient funds to enable it to make all payments due hereunder during such period; and
  - 3. It will make its best effort to obtain the appropriation of any necessary funds during the term of this Agreement.
- K. The Agency will provide information about the child being referred for placement in accordance with OAC 5101:2-42-90. Prior to a child's placement in alternative care or respite, OAC 5101:2-42-90 (D) requires the Agency to share with care givers information that could impact the health, safety, or well-being of the child or others in the home.

#### **Article VII. INVOICING FOR PLACEMENT SERVICES**

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

#### **Article VIII. REIMBURSEMENT FOR PLACEMENT SERVICES**

- A. The maximum amount payable pursuant to this contract is **\$100,000.00**.
- B. In accordance with Schedule A of this Agreement, the per diem for maintenance and the per diem for

administration will be paid for each day the child was in placement. The first day of placement will be paid regardless of the time the child was placed. The last day of placement will not be paid regardless of the time the child left the placement.

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

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

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

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

- A. This Agreement may be terminated for convenience prior to the expiration of the term then in effect by either the Agency or the Provider upon written notification given no less than sixty (60) calendar days in advance by certified mail, return receipt requested, to the last known address of the terminated party shown hereinabove or at such other address as may hereinafter be specified in writing.
- B. If Provider fails to provide the Services as provided in this Agreement for any reason other than Force Majeure, or if Provider otherwise Materially Breaches this Agreement, Agency may consider Provider in default. Agency agrees to give Provider thirty (30) days written notice specifying the nature of the default and its intention to terminate. Provider shall have seven (7) calendar days from receipt of such notice to provide a written plan of action to Agency to cure such default. Agency is required to approve or disapprove such plan within five (5)

calendar days of receipt. In the event Provider fails to submit such plan or Agency disapproves such plan, Agency has the option to immediately terminate this Agreement upon written notice to Provider. If Provider fails to cure the default in accordance with an approved plan, then Agency may terminate this Agreement at the end of the thirty (30) day notice period.

- C. Upon the effective date of the termination, the Provider agrees that it shall cease work on the terminated activities under this Agreement, take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report as of the date of discharge of the last child describing the status of all work under this Agreement, including without limitation, results accomplished, conclusions resulting therefrom, and such other matters as the Agency may require. The Agency agrees to remove all children in placement immediately with the Provider, consistent with the effective termination date. In all instances of termination, the Provider and Agency agree that they shall work in the best interests of children placed with the Provider to secure alternative placements for all children affected by the termination.
- D. In the event of termination, the Provider shall be entitled to reimbursement, upon submission of an invoice, for the agreed upon per diem incurred prior to the effective termination date. The reimbursement will be calculated by the Agency based on the per diem set forth in Article VIII. The Agency shall receive credit for reimbursement already made when determining the amount owed to the Provider. The Agency is not liable for costs incurred by the Provider after the effective termination date of the discharge of the last child.
- E. Notwithstanding the above, Agency may immediately terminate this Agreement upon delivery of a written notice of termination to the Provider under the following circumstances:
  - 1. Improper or inappropriate activities;
  - 2. Loss of required licenses;
  - 3. Actions, inactions or behaviors that may result in harm, injury or neglect of a child;
  - 4. Unethical business practices or procedures; and
  - 5. Any other event that Agency deems harmful to the well-being of a child; or
  - 6. Loss of funding as set forth in Article VIII.
- F. If the Agreement is terminated by Agency due to breach or default of any of the provisions, obligations, or duties embodied contained therein by the Provider, Agency may exercise any administrative, agreement, equitable, or legal remedies available, without limitation. Any extension of the time periods set forth above shall not be construed as a waiver of any rights or remedies the Agency may have under this Agreement.
- G. In the event of termination under this ARTICLE, both the Provider and the placing Agency shall make good faith efforts to minimize adverse effect on children resulting from the termination of the Agreement.

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

- A. The Provider agrees that all records, documents, writings or other information, including, but not limited to, financial records, census records, client records and documentation of legal compliance with Ohio Administrative Code rules, produced by the Provider under this Agreement, and all records, documents, writings or other information, including but not limited to financial, census and client used by the Provider in the performance of this Agreement are treated according to the following terms:
  - 1. All records relating to costs, work performed and supporting documentation for invoices submitted to the Agency by the Provider along with copies of all Deliverables, as defined in Article XXIX, submitted to the Agency pursuant to this Agreement will be retained for a minimum of three (3) years after reimbursement for services rendered under this Agreement.
  - 2. If an audit, litigation, or other action is initiated during the time period of the Agreement, the Provider shall retain such records until the action is concluded and all issues resolved or three (3) years have expired, whichever is later.
  - 3. All records referred to in Section A 1) of this Article shall be available for inspection and audit by the Agency or other relevant agents of the State of Ohio (including, but not limited to, the County Prosecutor, the Ohio Department of Job and Family Services (ODJFS), the Auditor of the State of Ohio, the Inspector General of Ohio, or any duly authorized law enforcement officials), and the United States Department of Health and Human Services within a reasonable period of time.
- B. The Provider agrees to keep all financial records in a manner consistent with Generally Accepted Accounting Principles.
- C. The Provider agrees to comply with all federal and state laws applicable to the Agency and the confidentiality of children and families. Provider understands access to the identities of any Agency's child and families shall only be

as necessary for the purpose of performing its responsibilities under this Agreement. No identifying information on child(ren) served will be released for research or other publication without the express written consent of the Agency. Provider agrees that the use or disclosure of information concerning the child for any purpose not directly related to the administration of this Agreement is prohibited. Provider shall ensure all the children's and families' documentation is protected and maintained in a secure and safe manner.

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

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

## Article XI. PROVIDER ASSURANCES AND CERTIFICATIONS

- A. As applicable to the Provider's license and/or certification, the Provider certifies compliance with ORC 2151.86, ORC 5103.0328, ORC 5103.0319 and applicable OAC Sections as defined in Article XXII of this Agreement concerning criminal record checks, arrests, convictions and guilty pleas relative to foster caregivers, employees, volunteers and interns who are involved in the care for a child. Provider is responsible for any penalties, financial or otherwise, that may accrue because of noncompliance with this provision.
- B. To the extent that the Provider maintains a residential center or group home, the Provider agrees to comply with the provisions of their licensing Agency that relates to the operation, safety and maintenance of residential facilities. Specifically, Provider agrees that no firearm or other projectile weapon and no ammunition for such weapons will be kept on the premises.
- C. Provider certifies compliance with Drug Free Work Place Requirements as outlined in 45 C.F.R. Part 76, Subpart F.
- D. Provider certifies compliance with 45 C.F.R. Part 80, Non-Discrimination under programs receiving Federal assistance through the Department of Health and Human Services effectuation of Title VI of the Civil Rights Act of 1964.
- E. Provider certifies compliance with 45 C.F.R. Part 84, Non-Discrimination on the Basis of Handicap in Programs or Activities Receiving Federal Assistance.
- F. Provider certifies compliance 45 C.F.R. Part 90, Non-Discrimination on the Basis of Age in Programs or Activities Receiving Federal Assistance.
- G. Provider certifies compliance with the American with Disabilities Act, Public Law 101-336.
- H. Provider certifies that it will:
  - 1. Provide a copy of its license(s), certification, accreditation or a letter extending an expiring license, certification, or accreditation from the issuer to the Agency prior to the signing of the Agreement.
  - 2. Maintain its license(s), certification, accreditation and that upon receipt of the renewal of its license, certification, and/or accreditation or upon receipt of a letter extending an expiring license, certification, and/or accreditation from the issuer, a copy of the license, certification and/or accreditation will be provided to the Agency within five (5) business days.
  - 3. Provider shall immediately notify the Agency of any action, modification or issue relating to said licensure, accreditation or certification.
- I. Provider certifies that it will not deny or delay services to eligible persons because of the person's race, color, religion, national origin, gender, orientation, disability, or age.
- J. The Provider shall comply with Executive Order 11246, entitled Equal Employment Opportunity, as amended by Executive Order 11375, and as supplemented in Department of Labor regulation 41 CFR part 60.
- K. Provider further agrees to comply with OAC 5101:9-2-01 and OAC 5101:9-2-05(A)(4), as applicable, which require that assure that persons with limited English proficiency (LEP) can meaningfully access services. To the extent Provider provides assistance to an LEP Child through the use of an oral or written translator or interpretation services in compliance with this requirement, the LEP Child shall not be required to pay for such assistance.
- L. To the extent applicable, the Provider certifies compliance with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857 (h) Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency Regulations (40 C.F.R. Part 15).
- M. The Provider certifies compliance, where applicable, with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
- N. The Provider certifies that all approvals, licenses, or other qualifications necessary to conduct business in Ohio have been obtained and are current.
- O. Provider shall comply with the Small Business Job Protection Act (Public Law ("P.L.") 104-188), the Multiethnic

Placement Act of 1994 (P.L. 103-382), Titles IV-B (42 U.S.C. 620 et seq.) and IV-E (42 U.S.C. 670 et seq.) of the Social Security Act ("the Act"), the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (P.L. 104-193), Section 471(a) of Title IV-E of the Act (42 U.S.C. 671(a)), and 45 C.F.R. 1356, including all rules, regulations and guidelines issued by federal and state authorities, OAC 5101:9-4-07 and OAC 5101:2-47-23.1.

## **Article XII. INDEPENDENT CONTRACTOR**

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

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

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

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

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

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

shall make the final determination within twenty (20) business days, which will be non-binding.

3. Neither party will be deemed to have waived any other rights or remedies available to them by initiating, participating in or completing this process.

#### **Article XV. AMENDMENTS**

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

#### **Article XVI. NOTICE**

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

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

if to Provider , to  
One Way Services for Youth, Inc.  
309 N Isabella ST  
Springfield, OH 45504

#### **Article XVII. CONSTRUCTION**

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

#### **Article XVIII. NO ASSURANCES**

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

#### **Article XIX. CONFLICT OF INTEREST**

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

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

## **Article XX. INSURANCE**

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

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

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

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

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

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

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



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

## **Article XXI. INDEMNIFICATION & HOLD HARMLESS**

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

agents, assigns, and those designated by Provider to perform the work or services encompassed by the Agreement. Provider agrees to pay all damages, costs and expenses of the Indemnified Parties in defending any action arising out of the aforementioned acts or omissions.

- B. Each Party agrees to be responsible for any personal injury or property damage caused solely by its negligent acts or omissions as determined by a court of competent jurisdiction, or as the parties may otherwise mutually agree in writing.
- C. This Article is not applicable to Agreements between governmental entities.

## **Article XXII. SCREENING AND SELECTION**

### **A. Criminal Record Check**

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

### **B. Transportation of Child**

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

### **C. Rehabilitation**

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

D. Verification of Job or Volunteer Application:

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

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

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

**Article XXIV. FINDING FOR RECORDS**

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

**Article XXV. PUBLIC RECORDS**

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

**Article XXVI. CHILD SUPPORT ENFORCEMENT**

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

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

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

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

**Article XXVIII. SUBCONTRACTING AND DELEGATION**

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

**Article XXIX. PROPERTY OF AGENCY**

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

**Article XXX. SEVERABILITY**

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

**Article XXXI. NO ADDITIONAL WAIVER IMPLIED**

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

**Article XXXII. APPLICABLE LAW AND VENUE**

This Agreement and any modifications, amendments, or alterations, shall be governed, construed, and enforced under the laws of Ohio. Any legal action brought pursuant to this agreement will be filed in the Ohio courts, and Ohio law as well as Federal law will apply. IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of the signature of the parties.

**SIGNATURES OF PARTIES:**

Provider:	<i>Gerard Kubel</i>	11-24-19
Printed Name	One Way Services for Youth, Inc.	Date
Agency:	<i>Juan Walsh</i>	11/17/2019
Printed Name	Warren County Children Services	Date

**APPROVED AS TO FORM**

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

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

**ADDENDA TO AGREEMENT**

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

This Agreement is between

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

hereinafter "Provider," whose address is:

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

and

<b>Provider</b> One Way Services for Youth, Inc.		
<b>Street/Mailing Address</b> 309 N Isabella ST		
<b>City</b> Springfield	<b>State</b> OH	<b>Zip Code</b> 45504

Contract ID : 19165210

Originally Dated :11/01/2019 to 03/31/2020

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

Amendment Number 1 :

Amendment Reason:

OTHER

Amendment Begin Date:

11/01/2019

Amendment End Date :

03/31/2020

Increased Amount:

\$0.00

Article Name:

Article I. Scope of Placement Services

Amendment Reason Narrative:

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

Title IV-E Schedule A Rate Information

Title IV-E Schedule A Rate Information

Agency : Warren County Children Services

Run Date: 12/12/2019

Provider / ID : One Way Services for Youth, Inc. / 11756866

Contract Period : 11/01/2019 - 03/31/2020

Service Description	Service ID	Person ID	Person ID	Maintenance Per Diem	Administration Per Diem	Case Management Per Diem	Transportation / Administration Per Diem	Transportation / Maintenance Per Diem	Other Direct Services Per Diem	Behavioral Healthcare Per Diem	Other Per Diem Cost	Total Per Diem	Cost Begin Date	Cost End Date
One Way Services for Youth Group Home (20836)	4713664			\$201.00	\$3.00							\$204.00	11/01/2019	03/31/2020

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

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

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

**AMENDMENT #1:**

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

**AMENDMENT #2:**

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

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

**AMENDMENT #3:**


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

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

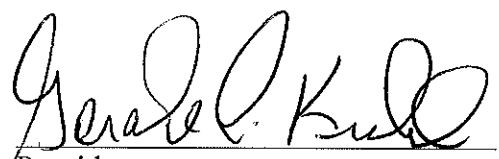
**ALL TERMS AND CONDITIONS OF THE STANDARD AGREEMENT NOT SPECIFICALLY AMENDED, MODIFIED, ADDED, OR DELETED HEREBY SHALL REMAIN IN FULL FORCE AND EFFECT.**

IN WITNESS WHEREOF, the parties hereto have executed this Addendum to the Agreement by the President of the Warren County Board of Commissioners, pursuant to Resolution Number 20-0029, dated 1/7/2020, and by the duly authorized \_\_\_\_\_ of \_\_\_\_\_ [Provider].

**SIGNATURES OF PARTIES:**

  
\_\_\_\_\_  
President  
Warren County Board of Commissioners

Date 1/7/2020

  
\_\_\_\_\_  
Provider

Date 12-5-19



Reviewed by:

 \_\_\_\_\_

Director  
Warren County Children's Services

Approved as to Form:

 \_\_\_\_\_

Kathryn M. Horvath  
Assistant Prosecuting Attorney

AFFIDAVIT OF NON COLLUSION

STATE OF OHIO  
COUNTY OF CLARK

I, GERALD LYDD, holding the title and position of ASST. DIRECTOR at the firm ONE WAY SERVICES, affirm that I am authorized to speak on behalf of the company, board directors and owners in setting the price on the contract, bid or proposal. I understand that any misstatements in the following information will be treated as fraudulent concealment of true facts on the submission of the contract, bid or proposal.

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

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

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

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

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

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

Gerald Lydd

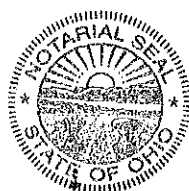
AFFIANT

Subscribed and sworn to before me this 5<sup>th</sup> day of December 20 19

Lindsey S. Evans  
(Notary Public),

Clark County.

My commission expires April 7<sup>th</sup> 20 21



Lindsey S. Evans  
Notary Public, State of Ohio  
My Commission Expires 04-07-2021

# Resolution

*Number* 20-0030

*Adopted Date* January 07, 2020

AUTHORIZE WARREN COUNTY ADMINISTRATOR, ON BEHALF OF THE COUNTY COMMISSIONERS, TO SIGN IPAWS OPEN PLATFORM FOR EMERGENCY NETWORKS AGREEMENT WITH THE FEDERAL EMERGENCY MANAGEMENT AGENCY INTEGRATED PUBLIC ALERT AND WARNING SYSTEM (IPAWS) PROGRAM MANAGEMENT OFFICE

BE IT RESOLVED, to authorize the Warren County Administrator, on behalf of the County Commissioners and Emergency Services Department, to sign IPAWS agreement with The Federal Emergency Management Agency Integrated Public Alert and Warning System Program Management Office; copy of said agreement attached hereto and made a part hereof.

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

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

Resolution adopted this 7<sup>th</sup> day of January 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—Federal Emergency Management System (FEMA)  
Emergency Services (file)

**Memorandum of Agreement  
between the  
Warren County Emergency Services  
and the**



**Federal Emergency Management Agency  
Integrated Public Alert and Warning System  
(IPAWS) Program Management Office**

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**Regarding the use of:  
Warren County Emergency Services  
Interoperable System(s)  
and  
IPAWS OPEN Platform for Emergency Networks  
(IPAWS-OPEN)**

Version 4.2

30 Dec 2019

**WARNING:** This document is FOR OFFICIAL USE ONLY (FOUO). It contains information that may be exempt from public release under the Freedom of Information Act (5 U.S.C. 552). It is to be controlled, stored, handled, transmitted, distributed, and disposed of in accordance with DHS policy relating to FOUO information and is not to be released to the public or other personnel who do not have a valid "need-to-know" without prior approval of the FEMA Integrated Public and Warning System and the FEMA Disclosure Offices.

## MEMORANDUM OF AGREEMENT

1.0 **SUPERSEDES:** OH Warren County Emergency Services-MOA-1 2014-12-22

### 2.0 INTRODUCTION

The purpose of this memorandum is to establish a management agreement between the Warren County Emergency Services hereinafter referred to as the Collaborative Operating Group (COG), and the Federal Emergency Management Agency (FEMA) IPAWS Program regarding the utilization and security of Warren County Emergency Services Interoperable System(s) (as shown in Appendix A), which interoperate with the IPAWS-Open Platform for Emergency Networks (IPAWS-OPEN). The expected benefit is to enable information interoperability across emergency response organizations and systems as intended by the FEMA IPAWS Program.

This agreement will govern the relationship between the Collaborative Operating Group and FEMA, including designated managerial and technical staff and system users associated with the aforementioned COG. As indicated within the terms of this agreement, both parties agree to allow system interoperability through the use of SOAP over HTTPS via the public internet. Under this agreement, no direct or networked connection using VPN (or equivalent technology) between the systems named in Appendix A and IPAWS-OPEN is allowed. In the event a direct connection is required, an Interconnection Security Agreement must be executed.

### 3.0 AUTHORITY

The authority for this agreement is based on the Communications Act of 1934, as amended (47 U.S.C § 606) and the implementation of regulation 47 C.F.R § 11 which establishes the statutory basis under which the FEMA IPAWS Program operates emergency alerting systems. In addition, Executive Order 13407 of June 26, 2006, Public Alert and Warning System Executive Order states, "It is the policy of the United States to have an effective, reliable, integrated, flexible, and comprehensive system to alert and warn the American people...establish or adopt, as appropriate, common alerting and warning protocols, standards, terminology, and operating procedures for the public alert and warning system to enable interoperability and the secure delivery of coordinated messages to the American people". In response, FEMA established the IPAWS Program Management Office (PMO) in April 2007.

### 4.0 BACKGROUND

It is the intent of both parties to this agreement to establish and utilize a standardized web based application interface (as defined by the IPAWS-OPEN Web Service Interface Design Guidance) between the information technology (IT) systems shown below to facilitate the exchange of emergency messages within the production environment. The testing of the interoperability of these systems has been performed through the use of FEMA's Test and Development environment to ensure the transference and receipt of emergency messages using approved messaging standards. The interoperability between these systems is supported by the use of SOAP over HTTPS via the public internet.

### 5.0 COMMUNICATIONS

Frequent formal communications are essential to ensure the successful management and operation of system interoperability. Both parties agree to maintain open lines of communication between designated staff (as indicated in Appendix B) at both the managerial and technical levels. All communications described herein must be conducted in writing and may be disseminated by electronic means unless otherwise noted.

The owners of the respective systems agree to designate and provide contact information for technical leads for their respective systems, and to facilitate direct contacts between technical leads to support the management and operation of system interoperability. To safeguard the confidentiality, integrity, and availability of the systems and the data they store, process, and transmit, both parties agree to provide notice of specific events within the timeframes indicated below:

- **Security Incidents:** Technical, administrative and/or help desk staff will immediately notify their designated counterparts by telephone or e-mail when a security incident(s) is detected and/or a violation of the Rules of Behavior (see Appendix C) has been identified. Both parties agree to make the appropriate technical and administrative individuals available for all necessary inquiries and/or investigations. Containment and/or

resolution procedures will be documented by the identifying party and after action reports generated and submitted to the system owner and/or designated security officials within five (5) business days after detection of the incident(s).

- **Disasters and Other Contingencies:** The FEMA IPAWS Program Office will notify the COG by telephone, e-mail or other acceptable means in the event of a disaster or other contingency that disrupts the normal operation of IPAWS-OPEN.
- **System Interconnections:** This MOA is intended for systems interoperating with IPAWS-OPEN using SOAP over HTTPS via the public Internet. If in the future, an interconnection (i.e. dedicated system-to-system connection) is required to IPAWS-OPEN, this MOA must be updated and an Interconnection Security Agreement (ISA) must be executed. If a change in status from interoperating to interconnected system is required, the initiating party will notify the other party at least 3 months before the planned interconnection is to be in place.
- **Discontinuation of Use:** In the event the use of IPAWS-OPEN is no longer required, the COG agrees to immediately notify, in writing, the FEMA IPAWS Program Office at which time the COGID and associated access credentials will be deactivated.
- **Personnel Changes:** Both parties agree to provide notification of changes to their respective system owner or technical lead. In addition, both parties will provide notification of any changes in the point of contact information provided in Appendix B. All relevant personnel changes and changes to contact information must be provided within 5 business days of the change.

## 6.0 TYPE OF INTERCONNECTIVITY

Both parties agree that the COG will utilize only the assigned COGID, associated credentials and digital certificates provided by the FEMA IPAWS Program Office to support interoperability between the system(s) listed in Appendix A and IPAWS-OPEN. In addition, all interoperable systems must be configured to interface with IPAWS-OPEN over the public Internet using only approved web service standards and associated requirements. A listing of approved web service standards and supporting requirements can be obtained from the IPAWS-OPEN Web Service Interface Design Guidance document.

In the event, a dedicated connection is required, both parties will agree to negotiate and execute an Interconnection Security Agreement (ISA) as required per Department of Homeland Security (DHS) policy which must be signed by all required parties before the interconnection is activated. Proposed changes to either system that affect system interoperability will be reviewed and evaluated to determine the potential impact. If the proposed changes impact the agreed upon terms, the MOA will be renegotiated and executed before changes are implemented.

## 7.0 SECURITY

To ensure the joint security of the systems and the message data they store, process, and transmit, both parties agree to adhere to and enforce the Rules of Behavior (as specified in Appendix C). In addition, both parties agree to the following:

- Ensure authorized users accessing the interoperable system(s) receive, agree to abide by and sign (electronically or in paper form) the IPAWS-OPEN Rules of Behavior as specified in Appendix C. Each jurisdiction is responsible for keeping the signed Rules of Behavior on file or stored electronically for each system user.
- Utilize FEMA approved PKI certificates to digitally sign messages as they are transported over the public Internet.
- Certify that its respective system is designed, managed and operated in compliance with all relevant federal laws, regulations, and policies.
- Document and maintain jurisdictional and/or system specific security policies and procedures and produce such documentation in response to official inquiries and/or requests.

FOR OFFICIAL USE ONLY // CONTROLLED UNCLASSIFIED INFORMATION

- Provide physical security and system environmental safeguards for devices supporting system interoperability with IPAWS-OPEN.
- Ensure physical and logical access to the respective systems as well as knowledge of the COGID and associated access criteria are only granted to properly vetted and approved entities or individuals.
- Where applicable, ensure that only individuals who have successfully completed FEMA-required training can utilize the interoperable systems to issue alerts and warnings intended for distribution to the public.
- Where applicable, document and maintain records of successful completion of FEMA-required training and produce such documentation in response to official inquiries and/or requests.

### 8.0 PROFICIENCY DEMONSTRATION

Once enabled, each COG operating under this agreement must demonstrate their ability to compose and send a message through the IPAWS-OPEN system at regular intervals. Such demonstration must be performed on a monthly basis through generation of a message successfully sent through the IPAWS-OPEN Training and Demonstration environment.

### 9.0 ASSOCIATED SOFTWARE REQUIREMENTS

The COG will need to select a software package which will allow the COG to properly populate a Common Alerting Protocol (CAP) message which complies with both the *OASIS Common Alerting Protocol Version 1.2* and the *OASIS Common Alerting Protocol, v. 1.2 USA Integrated Public Alert and Warning System Profile Version 1.0*. With respect to the software and the software vendor selected FEMA expects the selected software to provide the following minimum critical capabilities and services:

- Permissions:
  - The ability to assign and manage user permissions; and
  - The ability to retrieve and view IPAWS Alerting Permissions
- Proficiency:
  - The provision of vendor support, to include user training, and around the clock technical support; and
  - The ability to submit both live and test digital certificates, with clear, easily identifiable information that indicates the environment to which the software is pointed (Live or Test)
- User Interface:
  - The provision of an intuitive user interface, to include help menus; and
  - The ability to notify the user of digital certificate expiration; and
  - The ability to constrain event types and geocodes to user permissions; and
  - The ability to send one alert to multiple channels; and
  - The provision of displays that show required fields based on selected channel; and
  - The ability to pre-populate fields to the greatest extent possible; and
  - The ability to support templates; and
  - The ability to create a polygon or circle, of less than 100 nodes; and
  - The ability to update or cancel an alert, without having to reenter all of the data; and
  - The ability to alert the end user if a software license has expired; and
  - Clear explanations if alert information is case sensitive when entered
- Confirmation and Error Checking:
  - The ability to pre-check an alert message for errors, prior to sending; and
  - The ability to create free-form 90-character WEA text, while preventing prohibited characters; and

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- o The provision to IPAWS of alert status codes for any sent alert, with a clear definition of whether the codes are advice codes or error codes, along with the meaning of those codes; and
- o The provision of user confirmation of connectivity to IPAWS; and
- o The ability for users to see alert history and/or logs

**10.0 COST CONSIDERATIONS**

This agreement does not authorize financial expenditures by the COG on behalf of FEMA. The FEMA IPAWS Program is responsible for the costs associated with developing, operating and maintaining the availability of the IPAWS-OPEN system. The COG is responsible for all costs related to providing their users with access to IPAWS-OPEN via the public Internet. These costs may include hardware, software, monthly Internet charges, completion of security awareness training and other related jurisdictional costs.

**11.0 PROPERTY OWNERSHIP**

Each Party agrees and acknowledges that nothing in this Agreement shall be construed as giving a party any proprietary rights in or to the intellectual property of the other party. Each Party further agrees that nothing in this Agreement shall be construed as creating or granting to a party any implied or express license in or to the intellectual property of the other party.

**12.0 TIMELINE**

This agreement will remain in effect based on the life of the Authority to Operate (ATO) for IPAWS-OPEN or a maximum of three (3) years after the last date on either signature in the signature block below. Upon expiration of the IPAWS-OPEN ATO or after three (3) years (whichever comes first), this agreement will expire without further action and system access privileges will be revoked. If the parties wish to extend this agreement, they may do so by reviewing, updating, and reauthorizing this agreement. This agreement supersedes all earlier agreements, which should be referenced above by title and date. If one or both of the parties wish to terminate this agreement prematurely, they may do so upon 30 days' advanced notice or in the event of a security incident that necessitates an immediate response. This agreement may be suspended by FEMA for failure to perform the Proficiency Demonstration for two consecutive months. A suspended COG may be reinstated upon a completion of a successful Proficiency Demonstration.



**SIGNATORY AUTHORITY**

I agree to the terms of this Memorandum of Agreement. Noncompliance on the part of either organization or its users or contractors concerning the policies, standards, and procedures explained herein may result in the immediate termination of this agreement.

**Warren County Emergency Services Official**

**Name: Tiffany Zindel**

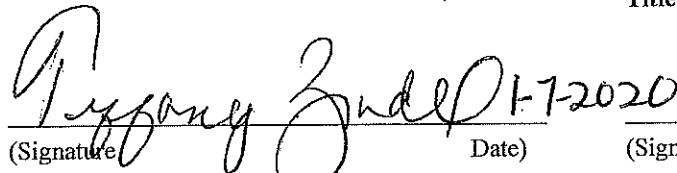
**Title: County Administrator**

**Federal Emergency Management Agency**

**IPAWS-OPEN System Owner**

**Name: Mark A. Lucero**


**Title: Chief, IPAWS Engineering**

  
\_\_\_\_\_  
(Signature) \_\_\_\_\_ (Date)

**Warren County Emergency Services  
406 Justice Drive  
Lebanon, OH, 45036**

\_\_\_\_\_  
(Signature) \_\_\_\_\_ (Date)  
**Attn: IPAWS-OPEN System Owner, Suite 5NW-0309  
Federal Emergency Management Agency  
500 C Street SW  
Washington, D.C. 20472-3153**

**APPROVED AS TO FORM**

  
\_\_\_\_\_  
**Adam M. Nice  
Asst. Prosecuting Attorney**

## Appendix A

### Listing of Interoperable Systems

The FEMA IPAWS Program recognizes that Emergency Management organizations may utilize multiple tools to facilitate the emergency management process. As a result, jurisdictions may need to interoperate with IPAWS-OPEN using more than one system. In order to comply with DHS policy, all systems interoperating with IPAWS-OPEN must be documented and supported by a Memorandum of Agreement. As a result this appendix must be completed to identify all systems associated with the COG and used for interoperating with IPAWS-OPEN. This Appendix must be amended as applicable systems are added or removed from operations.

- **IPAWS-OPEN**

Function:	IPAWS-OPEN is the backbone system that structures the alert and distributes the message from one interoperating and/or interconnected system (message sender) to another interoperating and/or interconnected system (message recipient).
Location:	Bluemont, VA; Clarksville, VA
Description of data, including sensitivity or classification level:	Messaging data is considered Sensitive But Unclassified (SBU) information and does not contain Personally Identifiable Information (PII), Financial data, Law Enforcement Sensitive Information or classified information. Each message that flows through the IPAWS-OPEN system will be associated to a specifically assigned system User ID and COGID as captured within the message elements. This information will be retained in system logs.

The systems listed below are managed and operated by the COG and are subject to the terms defined within the Memorandum of Agreement including the Rules of Behavior in Appendix C. Each interoperable system will be assigned unique authentication credentials, which must be protected by the COG. In the event these credentials are compromised, the COG is expected to immediately contact the FEMA IPAWS Program Management Office. The systems listed below are only allowed to interoperate with IPAWS-OPEN based on the criteria set forth within the IPAWS-OPEN Web Service Interface Design Guidance.

- **GSS Alert Studio**

Function:	Alert community and those entering of a potential hazardous or life threatening situation.
Location:	6360 I-55 North, #310, Jackson, MS;
Description of data, including sensitivity or classification level:	Messaging data is Sensitive But Unclassified (SBU) information and does not contain Personally Identifiable Information (PII), financial data, law enforcement sensitive information or classified information. Each message that is sent through the IPAWS-OPEN system will be associated to a specifically assigned system user ID and COGID as captured within the message elements. This information will be retained in system logs.

**Appendix B**  
**COG Point of Contact Information**

**Designated COG Primary Point of Contact:**

**Name: Melissa Bour**

**Title: Director**

**Business Email Address: melissa.bour@wcoh.net**

**Primary Phone Number: 513-695-1315**

**Alternate Phone Number:**

**Organization: Warren County Emergency Services**

**Mailing Address: 520 Justice Drive, Lebanon, OH, 45036**

**Designated Alternate Point of Contact:**

**Name: Lesli Holt**

**Title: Operations Manager**

**Business Email Address: lesli.holt@wcoh.net**

**Primary Phone Number: 513-695-1314**

**Alternate Phone Number:**

**Organization: Warren County Emergency Management**

**Mailing Address: 520 Justice Drive, Lebanon, OH, 45036**

**Designated Technical Point of Contact:**

**Name: Gary Estes**

**Title: Deputy Director**

**Business Email Address: gary.estes@wcoh.net**

**Primary Phone Number: 513-695-1810**

**Alternate Phone Number:**

**Organization: Warren County Telecom**

**Mailing Address: 500 Justice Drive, Lebanon, OH, 45036**

**FEMA: Integrated Public Alert and Warning System  
Open Platform for Emergency Networks (IPAWS-OPEN)**

Contact Name	Contact Number	Email Address	Summary of System Responsibilities
Lytwaive Hutchinson	202-212-2480	lytwaive.hutchinson@fema.dhs.gov	Chief Information Officer, FEMA
Togai Andrews	202-212-7332	togai.andrews@fema.dhs.gov	Chief Information Security Officer
Mark Lucero	202-646-1386	mark.lucero@fema.dhs.gov	System Owner
Gary Ham	703-899-6241	gary.ham@associates.fema.dhs.gov	FEMA PMO - IPAWS- OPEN
Gustavo Barbet	202-212-3586	gustavo.barbet@associates.fema.dhs.gov	FEMA ISSO - IPAWS- OPEN
Neil Bourgeois	703-732-6331	neil.bourgeois@associates.fema.dhs.gov	FEMA-EADIS IPAWS- OPEN Tech Lead

## Appendix C

### IPAWS-OPEN Rules of Behavior

#### 1.0 INTRODUCTION

The following rules of behavior apply to all persons with application access to Warren County Emergency Services Interoperable System(s) and/or who have been issued a COGID with associated credentials for IPAWS-OPEN. These individuals shall be held accountable for their actions related to the information resources entrusted to them and must comply with the following rules or risk losing their access privileges. The Rules of Behavior apply to users on official travel as well as at their primary workplace (e.g., Emergency Operations Center – EOC) and at any alternative workplace (e.g., telecommuting from a remote or satellite site) using any electronic device including laptop computers and portable electronic devices (PED's). PED's include personal digital assistants (PDA's) (e.g. Palm Pilots), cell phones, text messaging systems (e.g., Blackberry), and plug-in and wireless peripherals that employ removable media (e.g. CDs, DVDs, etc.). PEDs also encompass USB flash memory (thumb) drives, external drives, and diskettes. These Rules of Behavior are consistent with existing DHS policies and DHS Information Technology (IT) Security directives and are intended to enhance the awareness of each user's responsibilities regarding accessing, storing, receiving and/or transmitting information using IPAWS-OPEN.

#### 2.0 APPLICATION RULES

##### 2.1 Official Use

- IPAWS-OPEN is a Federal application to be used only in the performance of the user's official duties in support of public safety as described in the National Incident Management System (NIMS).
- The use of the IPAWS-OPEN for unauthorized activities is prohibited and could result in verbal or written warning, loss of access rights, and/or criminal or civil prosecution.
- By utilizing IPAWS-OPEN, the user of the interoperable system(s) consents to allow system monitoring to ensure appropriate usage for public safety is being observed.
- Warren County Emergency Services will be held accountable for safeguarding all configuration items and information entrusted to them by FEMA. Warren County Emergency Services is expected to manage the relationship with supporting vendors, consultants and any other entities providing system support on their behalf. In addition, Warren County Emergency Services will be held accountable in the event of a security breach or disclosure of sensitive configuration information such as digital certificates. Warren County Emergency Services understands that the use of digital signatures, used on their behalf, is binding and Warren County Emergency Services will be held accountable accordingly. In the event sensitive information is mishandled, utilization of IPAWS-OPEN may be immediately revoked by FEMA.
- If software interoperating with IPAWS-OPEN enables users to geo-target public alert messages by means of geospatial polygons or circles, then the user shall restrict any such geospatial boundaries so as to remain within the geographical limits of their public warning authority (or as near as possible), as determined by applicable state and/or local laws and duly adopted operational plans.

##### 2.2 Access Security

- All Email addresses provided in connection with interoperable system(s) user accounts must be associated to an approved email account assigned by the user's emergency management organization. The use of personal email accounts to support emergency messaging through IPAWS-OPEN is prohibited.
- Upon approval of the MOA by FEMA, a COG account with COGID and Digital Certificate will be created and issued to the designated technical representative. All individuals with knowledge of these credentials must not share or alter these authentication mechanisms without explicit approval from the FEMA IPAWS Program.

- Every interoperable system user is responsible for remote access security as it relates to their use of IPAWS-OPEN and shall abide by these Rules of Behavior.

### 2.3 Interoperable System User Accounts and Passwords

- All users must have a discrete user account ID which cannot be the user's social security number. To protect against unauthorized access, passwords linked to the user ID are used to identify and authenticate authorized users.
- Accounts and passwords shall not be transferred or shared. The sharing of both a user ID and associated password with anyone (including administrators) is prohibited.
- Accounts and passwords shall be protected from disclosure and writing passwords down or electronically storing them on a medium that is accessible by others is prohibited.
- The selection of passwords must be complex and shall:
  - Be at least eight characters in length
  - Contain a combination of alphabetic, numeric and special characters
  - Not the same as any of the user's previous 8 passwords.
- Passwords shall not contain any dictionary word.
- Passwords shall not contain any proper noun or the name of any person, pet, child, or fictional character. Passwords shall not contain any employee serial number, Social Security number, birth date, phone number, or any information that could be readily guessed about the creator of the password.
- Passwords shall not contain any simple pattern of letters or numbers, such as "qwerty" or "xyz123".
- Passwords shall not be any word, noun, or name spelled backwards or with a single digit appended, or with a two-digit "year" string, such as 98xyz123.
- Pass phrases, if used in addition to or instead of passwords, should follow the same guidelines.
- Passwords shall not be the same as the User ID.
- Users shall either log off or lock their workstations when unattended.
- Workstations shall be configured to either log off, or activate a password-protected lock, or password-protected screensaver within fifteen (15) minutes of user inactivity.
- Locked sessions shall remain locked until the user re-authenticates.
- Workstations shall be protected from theft.
- A user's account shall be automatically locked after three consecutive failed logon attempts.
- The automatic lockout period for accounts locked due to failed login attempts shall be set for a minimum of twenty (20) minutes.
- A process shall exist for manually unlocking accounts prior to the expiration of the twenty (20) minute period, after sufficient user identification is established.
- Sessions shall automatically be terminated after sixty (60) minutes of inactivity.
- Users are required to change their passwords at least once every 90 days.

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- Passwords must be promptly changed whenever a compromise of a password is known or suspected.

#### 2.4 Integrity Controls & Data Protection

- All computer workstations accessing IPAWS-OPEN must be protected by up-to-date anti-virus software. Virus scans must be performed on a periodic basis and when notified by the anti-virus software.
- Users accessing interoperable system(s) to utilize IPAWS-OPEN must:
  - Physically protect computing devices such as laptops, PEDs, blackberry devices, smartphones, etc;
  - Protect sensitive data sent to or received from IPAWS-OPEN;
  - Not use peer-to-peer (P2P) file sharing, which can provide a mechanism for the spreading of viruses and put sensitive information at risk;
  - Not program computing devices with automatic sign-on sequences, passwords or access credentials when utilizing IPAWS-OPEN.

Users may not provide personal or official IPAWS-OPEN information solicited by e-mail. If e-mail messages are received from any source requesting personal information or asking to verify accounts or other authentication credentials, immediately report this and provide the questionable e-mail to the Local System Administrator and/or the Warren County Emergency Services Help Desk.

- Only devices officially issued through or approved by DHS, FEMA and/or approved emergency management organizations are authorized for use to interoperate with IPAWS-OPEN and use of personal devices to access and/or store IPAWS-OPEN data and information is prohibited.
- If a Blackberry, smartphone or other PED is used to access the interoperable system(s) to utilize IPAWS-OPEN, the device must be password protected and configured to timeout or lock after 10 minutes of inactivity.
- If sensitive information is processed, stored, or transmitted on wireless devices, it must be encrypted using approved encryption methods.

#### 2.5 System Access Agreement

- I understand that I am given access to the interoperable system(s) and IPAWS-OPEN to perform my official duties.
- I will not attempt to access data, information or applications I am not authorized to access nor bypass access control measures.
- I will not provide or knowingly allow other individuals to use my account credentials to access the interoperable system(s) and IPAWS-OPEN.
- To prevent and deter others from gaining unauthorized access to sensitive resources, I will log off or lock my computer workstation or will use a password-protected screensaver whenever I step away from my work area, even for a short time and I will log off when I leave for the day.
- To prevent others from obtaining my password via "shoulder surfing", I will shield my keyboard from view as I enter my password.
- I will not engage in, encourage, or conceal any hacking or cracking, denial of service, unauthorized tampering, or unauthorized attempted use of (or deliberate disruption of) any data or component within the interoperable system(s) and IPAWS-OPEN.
- I agree to inform my Local System Administrator when access to the interoperable system(s) and/or

IPAWS-OPEN is no longer required.

- I agree that I have completed Computer Security Awareness training as may be required by my jurisdiction prior to my initial access to the interoperable system(s) and IPAWS-OPEN and that as long as I have continued access, I will complete Computer Security Awareness training on an annual basis. If my jurisdiction does not provide Computer Security Awareness training, I will complete the FEMA self-study course *IS-906: Workplace Security Awareness* (<https://training.fema.gov/is/courseoverview.aspx?code=IS-906>) on an annual basis.

## 2.6 Accountability

- I understand that I have no expectation of privacy while using any services or programs interoperating with IPAWS-OPEN.
- I understand that I will be held accountable for my actions while accessing and using interoperable system(s) and IPAWS-OPEN, including any other connected systems and IT resources.
- I understand it is my responsibility to protect sensitive information from disclosure to unauthorized persons or groups.
- I understand that I must comply with all software copyrights and licenses pertaining to the use of IPAWS-OPEN.

## 2.7 Incident Reporting

- I will promptly report IT security incidents, or any incidents of suspected fraud, waste or misuse of systems to the Local System Administrator and/or the Warren County Emergency Services Help Desk.

## 3.0 IPAWS-OPEN Rules of Behavior Statement of Acknowledgement

*I have read and agree to comply with the requirements of these Rules of Behavior. I understand that the terms of this agreement are a condition of my initial and continued access to Warren County Emergency Services Interoperable System(s) and IPAWS-OPEN and related services and that if I fail to abide by the terms of these Rules of Behavior, my access to any and all IPAWS-OPEN information systems may be terminated and I may be subject to criminal or civil prosecution. I have read and presently understand the above conditions and restrictions concerning my access.*

Printed Name (as listed in Appendix B):

Signature:

Date:

*Tiffany Zindel*  
*Tiffany Zindel* 1-7-2020



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

# Resolution

Number 20-0031

Adopted Date January 07, 2020

**ADVERTISE FOR BIDS FOR PRECAST REINFORCED CONCRETE BOX CULVERTS FOR  
BRIDGE REPLACEMENT PROJECTS**

BE IT RESOLVED, to advertise for bids for Precast Reinforced Concrete Box Culverts for Bridge Replacement Projects for the Warren County Engineer, bid opening to be January 21, 2020 at 9:45 a.m.; and

BE IT FURTHER RESOLVED, to advertise said bid for one (1) week in a newspaper of general circulation and for two consecutive weeks on the County Internet Website, beginning the week of January 5, 2020; bid opening to be January 21, 2020 at 9:45 a.m.

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

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

Resolution adopted this 7<sup>th</sup> day of January 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

EHV

cc: Engineer (file)  
OMB

*BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO*

# Resolution

Number 20-0032

Adopted Date January 07, 2020

ENTER INTO CONTRACT WITH MOODY'S OF DAYTON, INC. FOR THE 2019 WELL REDEVELOPMENT PROJECT

WHEREAS, pursuant to Resolution 19-1595, adopted November 26, 2019 this Board approved a Notice of Intent to Award Bid for the 2019 Well Redevelopment Project to Moody's of Dayton, Inc., for a total bid price of \$318,827.00; and

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

NOW THEREFORE BE IT RESOLVED, to enter into contract with Moody's of Dayton, Inc., 4359 Infirmary Rd., Miamisburg, Ohio 45342, for a total contract price of \$318,827.00; as attached hereto and made a part hereof.

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

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

Resolution adopted this 7<sup>th</sup> day of January 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

lk\

cc: c/a—Moody's of Dayton, Inc.  
Water/Sewer (file)  
OMB Bid file

SECTION 00400 - CONTRACT

THIS AGREEMENT, made this 7 day of January, ~~2019~~<sup>2020</sup>, with the Warren County Board of Commissioners, 406 Justice Drive, Lebanon, Ohio, hereinafter called "Owner" and **Moody's of Dayton, Inc., 4359 Infirmary Road, Miamisburg, Ohio**, doing businesses as (an individual, partner, a corporation) hereinafter called "Contractor."

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

**2019 WELL REDEVELOPMENT PROJECT**

hereinafter called the project, for the sum of **\$318,827.00, three hundred eighteen thousand, eight hundred twenty seven dollars**, and all work in connection therewith, under the terms as stated in the Conditions of the Contract; and as his (its or their) own proper cost and expense furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, Conditions of the Contract, the Specifications and Contract Documents. "Contract Documents" means and includes the following:

ADDENDUMS

VOLUME I

SECTION 00040 - INVITATION TO BIDDERS

SECTION 00100 - BID PROPOSAL

SECTION 00120 - EXCEPTION SHEET

SECTION 00130 - BIDDER IDENTIFICATION

SECTION 00200 - GENERAL INSTRUCTIONS TO BIDDERS

SECTION 00220 - NONCOLLUSION AFFIDAVIT

SECTION 00240 - BONDING AND INSURANCE REQUIREMENTS

SECTION 00260 - BID GUARANTY AND CONTRACT BOND

SECTION 00280 - PERFORMANCE BOND

SECTION 00300 - EXPERIENCE STATEMENT

SECTION 00320 - AFFIDAVIT OF NON-DELINQUENCY OF REAL AND/OR PERSONAL  
PROPERTY TAX

SECTION 00340 - EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS, BID  
CONDITIONS, NON-DISCRIMINATION, AND EQUAL EMPLOYMENT  
OPPORTUNITY AFFIDAVIT

SECTION 00360 - FINDINGS FOR RECOVERY AFFIDAVIT

SECTION 00400 - CONTRACT

SECTION 00500 - WAGE RATE DETERMINATION

SECTION 00700 - GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

SECTION 00730 - TECHNICAL SPECIFICATIONS

CONTRACTOR hereby agrees to commence work under this contract on or before a date to be specified in a Written "Notice to Proceed" of the OWNER and shall complete all work within the following requirements:

- a. Substantial completion shall be within 180 days from Notice to Proceed.
- b. Final completion, site restoration work complete, and Contract Closeout shall be within 210 days from Notice to Proceed.

Contractor also agrees to pay as liquidated damages, the sum of \$200.00 for each consecutive calendar day thereafter.

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

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

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

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

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

This Contract shall be construed under the laws of the State of Ohio, and the parties hereby stipulate to the venue for any and all claims, disputes, interpretations, litigation of any kind arising out of this Contract being exclusively in the Warren County, Ohio Court of Common Pleas (unless both parties mutually agree in writing to alternate dispute resolution), as well as waiving any right to bring or remove such matters in or to any other state or federal court.

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

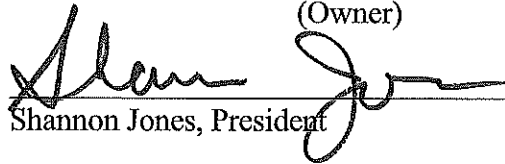
Contractor shall bind every subcontractor to, and every subcontractor must agree to be bound by the terms of, this Agreement, as far as applicable to the subcontractor's work particularly pertaining to

Prevailing Wages and EEO requirements. Nothing contained in this Agreement shall create any contractual relationship between any subcontractor and Owner, nor create any obligations on the part of the Owner to pay or see to the payment of any sums to any subcontractor.

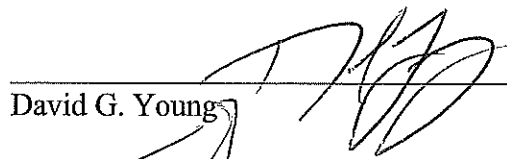
IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in two counterparts, each of which shall be deemed an original on the date first above written.

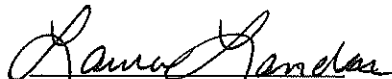
WARREN COUNTY BOARD OF COMMISSIONERS

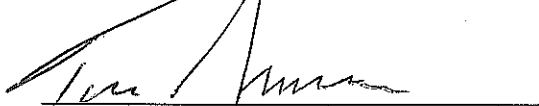
(Owner)

  
Shannon Jones, President

ATTEST:

  
David G. Young

  
Name Laura Lander

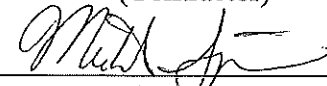
  
Tom Grossmann

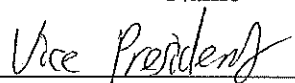
(Seal)

ATTEST:


MOODY'S OF DAYTON, INC.

(Contractor)

By:   
Name

  
Title

Approved as to Form:

  
Assistant Prosecutor

# Resolution

Number 20-0033

Adopted Date January 07, 2020

APPROVE AND AUTHORIZE THE PRESIDENT OF THE BOARD OF COUNTY COMMISSIONERS TO ENTER INTO AN AGREEMENT BY AND BETWEEN SOUTHWEST OHIO REGIONAL TRANSIT AUTHORITY (SORTA) AND THE BOARD OF WARREN COUNTY COMMISSIONERS RELATIVE TO WARREN COUNTY TRANSIT SERVICE

BE IT RESOLVED, to approve and authorize the President of the Board of County Commissioners to enter into an Agreement by and between SORTA, 602 Main Street, Ste.100, Cincinnati, OH 45202 and this Board of Warren County Commissioners relative to Warren County Transit Service, copy of said agreement attached hereto and made a part hereof.

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

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

Resolution adopted this 7<sup>th</sup> day of January 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/sm

cc: c/a—Southwest Regional Transit Authority (SORTA)  
Transit (file)

**AGREEMENT BETWEEN  
WARREN COUNTY and  
SOUTHWEST OHIO REGIONAL TRANSIT AUTHORITY**

This Agreement, dated December 10, 2019, is by and between Warren County and the Southwest Ohio Regional Transit Authority (SORTA) for the provision of transit services to Warren County by SORTA.

**1. SERVICE:**

For the term of this Agreement, SORTA agrees to operate Route 71 express and reverse commute service. SORTA agrees to operate nine (9) A.M. trips and eight (8) P.M. trips on Route 71. Included in this route are seven (7) A.M. express trips and six (6) P.M. express trips designed to bring commuters from Warren County to Downtown. There are also two (2) A.M. "reverse commute" trips and two (2) P.M. reverse commute trips, designed to bring commuters from downtown to Warren County. Levels of service/routing may be modified at the discretion of SORTA based on performance measures. Modifications will occur within SORTA's operator pick schedules, and SORTA will provide public notices, as required by the Federal Transit Administration (FTA). Warren County agrees that SORTA will be the exclusive provider of Warren County funded commuter express and reverse commute services between Warren County and downtown Cincinnati for the term of this Agreement.

**2. FARES:**

The current one-way fare for Route 71 is \$3.75. Fares are to be set by SORTA at its sole discretion.

**3. PAYMENT:**

For the period of January 1, 2020 through December 31, 2020, Warren County shall pay SORTA an amount equal to 50% of its 5307 federal funding for the federal fiscal year ending September 30, 2020, for the provision of specified transit services described in Section 1.

**4. FEDERAL DOLLAR TRADE:**

SORTA agrees that it will accept all of Warren County's Federal 5307 fund allocation in exchange for SORTA local dollars. Warren County shall direct the Federal Transit Administration to transfer all of its Federal 5307 Funds to SORTA as soon as possible, but no later than December 30<sup>th</sup> of each year, unless prevented by the FTA from meeting this deadline. SORTA will exchange Warren County Federal 5307 funds in that federal fiscal year (FFY) only after SORTA uses its complete allocation, and the federal match continues to be 20 percent (20%) non-federal. Payment to Warren County of SORTA funds will be made on the last day of the applicable calendar year (CY) or upon receipt of Warren County federal funds, whichever occurs later.

5. **NATIONAL TRANSIT DATABASE:**

SORTA, as the provider of the service, shall continue to report all service statistics, ridership, etc., in fulfillment of the National Transit Database (NTD) reporting requirements.

6. **TERM:**

The term of this Agreement shall be from January 1, 2020, through December 31, 2020, but may be extended by mutual agreement.

7. **TERMINATION**

This Agreement may be terminated by either party by giving a 60 day notice in writing to the other party of the intent to cancel this agreement. In the event this agreement is canceled, the funds will be prorated for the months service was run.

8. **PREVENTION OF ALCOHOL MISUSE AND PROHIBITED DRUG USE IN TRANSIT OPERATIONS:**

SORTA (the contractor) agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR Part 655, produce any documentation necessary to establish its compliance with Part 655, and permit any authorized representative of the United States Department of Transportation or its operating administration, the State Oversight Agency of Ohio, or Warren County, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program, as required under 49 CFR Part 655 and review the testing process. The contractor further agrees to certify annually its compliance with Parts 655 as required and to submit the FTA Management Information System (MIS) reports on or before March 15<sup>th</sup>, with a copy to Mr. Dave Gully, Warren County Administrator, 406 Justice Drive, Lebanon, Ohio, 45036. To certify compliance, the contractor shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register.

The contractor will likewise provide Warren County with a copy of any FTA Office of Safety and Security Audits of the contractor's drug and alcohol testing program that may be conducted during the term of this Agreement.

9. **AMERICANS WITH DISABILITIES (ADA) MAINTENANCE OF BUS ACCESSIBILITY FEATURES:**

For all vehicles used in this Agreement, SORTA (the contractor) agrees to maintain in operative condition vehicle accessibility features such as lifts, ramps, annunciators, and securement devices, and to produce any documentation necessary to establish its compliance with ADA maintenance requirements. Furthermore, the contractor agrees to permit Warren County to inspect its maintenance and operations policies, procedures, and records to assure compliance with ADA maintenance requirements.



10. **NOTICE:**

All correspondence in connection with this Agreement shall be in writing and sent to the following:

For WARREN COUNTY:

David G. Young Vice President  
Warren County  
406 Justice Drive  
Lebanon, OH 45036

For SORTA:

Darryl Haley, CEO and General Manager  
SORTA/Metro  
602 Main Street, Suite 1100  
Cincinnati, OH 45202

*Kerby Fisher*  
Kerby Fisher  
Cincinnati, OH 45202

**WARREN COUNTY:**

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

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

Title: \_\_\_\_\_

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

*David G. Young*  
David G. Young  
President  
11/7/2020

**SOUTHWEST OHIO REGIONAL TRANSIT AUTHORITY (SORTA):**

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

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

Title: \_\_\_\_\_

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

*Michelle Jeng*  
Michelle Jeng  
Interim CFO  
12/10/2019

# Resolution

Number 20-0034

Adopted Date January 07, 2020

ENTER INTO EQUIPMENT PURCHASE AND SCOPE OF SERVICES AGREEMENT WITH WOODHULL, LLC ON BEHALF OF COUNTY ENGINEER

BE IT RESOLVED, to approve and authorize the President of the Board to enter into purchase agreement with Woodhull, LLC on behalf of the County Engineer; copy of said agreement is attached hereto and made part hereof.

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

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

Resolution adopted this 7<sup>th</sup> day of January 2020.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: C/A—Woodhull, LLC  
Engineer (file)

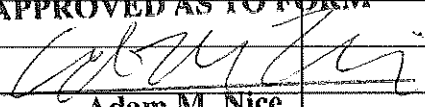


# Equipment Agreement

Woodhull, LLC  
www.woodhullusa.com



Bill To:			Ship To:		
Account	Warren County Tax Map Dept		Account	Warren County Tax Map Dept	
Address 1	406 Justice Dr		Address 1	406 Justice Dr	
Address 2			Address 2		
City, State	Lebanon, OH		City, State	Lebanon, OH	
Email	robert.fox@co.warren.oh.us	Zip	45036	County	
Contact	Bob Fox		Meter Contact	Bob Fox	
Phone #	(513) 695-2626	Fax #		Phone #	(513) 695-2626
				Fax #	

Payment Method and Terms	
Order Date:	11/21/2019
Payment Method:	Net 10 Days
Sales Tax Status:	Exempt: Attach Form
CC #	
Card Holder Signature	
V#:	
Exp:	
Billing Zip:	
Additional 3% fee charged on credit card purchases	

Qty	Equip ID	Model / Description	Serial Number	Unit Cost	Extended Price
1		Ricoh MP W6700SP B/W Wide Format		13,915.00	\$13,915.00
1		PrintCopy Tool & PC + Install		2,932.00	\$2,932.00
<p><b>APPROVED AS TO FORM</b></p>  Adam M. Nice Asst. Prosecuting Attorney					

Initial Supplies:	Qty	Item Number	Description	Incl in Prog?	Unit Cost	Extended Price
<p><b>NOTE: To order supplies after this "Initial Supply Order" call 800 783-7156 or visit www.WoodhullUSA.com Remember to re-order Toner as soon as you add your last Toner bottle to your MFP Copier.</b></p>						

Equipment To Be Removed or Returned		Subtotal	Extended Price
Is Equipment to be picked up from Customer with this Order?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	\$16,847.00	
If Yes, Describe Pickup Transaction, And fill out ERF in detail, attach.	Trade-In "Ours" <input type="checkbox"/>	Delivery / Install Fee	\$0.00
<b>General Terms of Agreement:</b>		Credit Card Fee:	
<small>NO TERMS OR CONDITIONS, EXPRESS OR IMPLIED, ARE AUTHORIZED UNLESS THEY APPEAR ON "ORIGINAL" OF THIS ORDER. THIS ORDER CANNOT BE CHANGED EXCEPT IN WRITING BY CUSTOMER AND A WOODHULL, LLC OFFICER. BY SIGNING, CUSTOMER ACCEPTS THAT THIS IS A BINDING ORDER, NOT SUBJECT TO CANCELLATION. THIS ORDER IS CONTINGENT UPON WOODHULL, LLC MANAGEMENT APPROVAL. THE SELLER RETAINS A SECURITY INTEREST IN EQUIPMENT AND SUPPLIES DESCRIBED IN THIS AGREEMENT UNTIL THE PURCHASE PRICE IS PAID IN FULL.</small>		Sales Tax Rate: 0.00%	\$0.00
		Total Purchase Price	\$16,847.00
		Deposit with Order:	Check # : <enter>

Accepted by Customer:		Consultant Signature	
Authorized Signature		Consultant Printed Name	Kevin Gates
Printed Name	David Young	Consultant Number	
Title/Position	President	Date	12/12/19
Date	11/7/2020		

Addendum to Scope of Services agreement:

Customer: Warren County Tax Map Office  
 Scope of Services agreement dated: \_\_\_\_\_

The parties wish to amend the above-dated Scope of Services Agreement as set forth below:

Section B. PAYMENT:

Remove sentence beginning with "If it is necessary for WLLC to proceed ..."

Section G. NETWORK INDEMNITY:

Remove words "or liabilities to third parties"

Section L. INDEMNITY:

Remove sentence beginning with "Customer shall indemnify and save WLLC harmless ..."

By signing this Addendum, Customer acknowledges the above changes to the Scope of Services Agreement, and authorizes Woodhull, LLC to make such changes. In all other respects, the terms and conditions of the Scope of Services Agreement remain in full force and effect and remain binding to the Customer. The terms and conditions of the Scope of Services Agreement are separate from any related lease document. In case of any conflict, the lease document overrides the Scope of Services terms and conditions.

Woodhull, LLC

Service provider



Signature

Kevin Gates

Print Name

Imaging Consultant - Major Accounts 12/17/19


Title

Date

Customer

Warren County Tax Map Office

Signature



Print Name

President 11/7/2020

Title

Date

NOTE: SIGNER OF THIS DOCUMENT MUST BE SAME AS ON THE SCOPE OF SERVICES AGREEMENT. A FACSIMILE OF THIS DOCUMENT WITH SIGNATURE SHALL BE CONSIDERED TO BE AN ORIGINAL.

Form revised August 21, 2017

**APPROVED AS TO FORM**



**Adam M. Nice**

**Asst. Prosecuting Attorney**

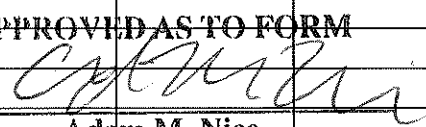
Bill To:			Ship To:		
Account	Warren County Tax Map Dept		Account	Warren County Tax Map Dept	
Address 1	406 Justice Dr		Address 1	406 Justice Dr	
Address 2			Address 2		
City, State	Lebanon, OH		City, State	Lebanon	45036
Email	robert.fox@co.warren.oh.us	Zip 45036	I.T. Contact	Ben Cliff	Phone (513) 695-1990
Contact	Bob Fox		Meter Contact	Bob Fox	Fax
Phone	(513) 695-1190	Fax	Meter email	Robert.fox@co.warren.oh.us	

Payment Terms:	Net 10 Days	Tax Exempt?	YES - Attach Form
Start Date		Billing Frequency: Base Charge	Quarterly
End Date		Billing Frequency: Meter Overage	Quarterly
Term:	12 Months	Note: Subject to approval by Woodhull, LLC management.	

Select All that Apply to this Agreement (Scope of Services):

- Bundled Service Agreement for Copier and Printer Based Products:** Includes unlimited service calls, all service labor, parts, travel, drums, toner cartridges, toner, developer, maintenance kits and all other consumables with the exception of paper, staples, professional services, network and software support. Customer is responsible for adding paper, toner, toner cartridges, staples, other consumables and clearing of misfeeds.
- Automatic Shipment of Toner Cartridges to Printers:** If a printer device is readable for toner tracking, customer elects to have cartridges shipped automatically on a just-in-time basis. Shelf stock is not needed with this option. Note: Customer call-in required for non-reading devices.
- Printer Replacement Guarantee:** If any printer on attached Schedule A (or B, etc) cannot be repaired satisfactorily by Woodhull, it will be replaced at Woodhull's expense. Woodhull retains ownership of any such replacement device. The guarantee includes laser printers, but excludes copier, MFD, MFP, Mopier, or any other A3 or A4 devices.
- Non-Bundled Service Agreement:** Includes all service labor, parts, and travel. Excludes all consumables, toner, ink, drums or masters, maintenance kits, developer, staples, paper, professional services, network and software support. Customer is responsible for adding paper, toner, staples, master units, maintenance kits, oil or any other consumables and clearing of misfeeds.
- Waiver:** Customer waives the offered service agreements. Service will be available on a chargeable basis and payment will be due at time service is performed. If the customer requests a service agreement in the future, an inspection call must be performed prior to the start of any service agreement. If parts are required on the inspection call, these will be billable to the customer prior to the start of the service agreement.

**NOTE:** This is a fixed term agreement and may not be cancelled or refunded. Network Time and Peripheral Hardware are not covered under this Agreement. Additional coverages are available upon request. On-site I.T. support is available at \$150 per hour.

ID Tag	Model	Serial	Location	Meter Type	Begin Meter	Annual Base Charge	Annual Base Clicks Incl	Overage Click Charge
	MP W6700			B/W			12,000	0.07
					Total	\$840		
<p>APPROVED AS TO FORM</p>  <p>Adam M. Nice</p> <p>See Attached Scheduling Agreement for List of Devices Covered</p>								

(PLUS TAX)

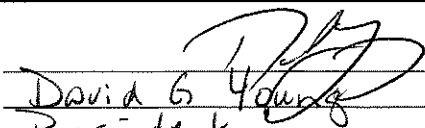
**DATA SECURITY OPTIONS ON OLD EQUIPMENT BEING PICKED UP -- PLEASE CHECK ONE:**


- WAIVER:** Customer waives data security options. Customer accepts sole responsibility to remove any sensitive data stored on the hard drives, all memory locations, and any external data storage devices used with the equipment being returned. Woodhull, LLC will NOT be held liable for any data left on old devices.
- REMOVE HARD DRIVE:** Woodhull will remove MFD hard drives at customer location, and transfer ownership to customer. PRICE per MFD: \$250

**INDICATE BELOW THE SOLUTIONS INCLUDED WITHIN THIS SCOPE OF SERVICES AGREEMENT:**

• PRINT AUDIT Rules-Based Printing / Cost Recovery	No. of Workstations Included:	None
• PRINT AUDIT "Follow-Me" / Secure Release Printing	No. of Printers and MFDs Included:	None

Accepted by Customer:

Authorized Signature   
 Printed Name David G Young  
 Title/Position President  
 Date 11/7/2020

Consultant Signature   
 Consultant Printed Name Kevin Gates  
 Consultant Number \_\_\_\_\_  
 Date 12/17/19

# Resolution

Number 20-0035

Adopted Date January 07, 2020

APPROVE AND RATIFY THE OHIO WATER/WASTEWATER AGENCY RESPONSE NETWORK MUTUAL AID AGREEMENT AND AUTHORIZE THE WARREN COUNTY SANITARY ENGINEER TO REGISTER THE WATER AND SEWER DEPARTMENT AS A MEMBER

WHEREAS, several water and wastewater agencies in Ohio have formed the "Ohio Water/Wastewater Agency Response Network," (Ohio WARN), to share resources and to assist each other in the form of personnel, equipment, materials, and supplies in the event of emergencies that disrupt utility services; and

WHEREAS, the COUNTY recognizes that emergencies can occur that negatively impact a utility's the ability to provide service to customers and the COUNTY recognizes the benefit of assisting communities during these emergencies as well as seeking assistance in the form of personnel, equipment, and supplies when emergencies occur; and

WHEREAS, the County Commissioners seek to be better prepared for emergencies by becoming a member of Ohio WARN; and

NOW THEREFORE BE IT RESOLVED:

1. That the Ohio Water/Wastewater Agency Response Network Mutual Aid Agreement is hereby approved and accepted, subject to the terms and provisions of said agreement, a copy of which is attached hereto.
2. That the County Commissioners authorize the Warren County Sanitary Engineer to register the Water and Sewer Department as a member of Ohio WARN.

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

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

Resolution adopted this 7<sup>th</sup> day of January 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—Ohio WARN  
Water/Sewer (file)

# OHIO WATER/WASTEWATER AGENCY RESPONSE NETWORK

## MUTUAL AID AGREEMENT

### RECITALS

WHEREAS, certain Ohio water and wastewater agencies (the "Members") have formed the "Ohio Water/Wastewater Agency Response Network," (Ohio WARN), to share resources and to assist each other in the form of personnel, equipment, materials and supplies in the event of emergencies that disrupt utility services; and

WHEREAS, the Members have agreed to enter into this "Ohio Water/Wastewater Agency Response Network Mutual Aid Agreement," ("Agreement"), to describe the terms and conditions under which emergency assistance may be requested and provided; and

WHEREAS, by executing this Agreement, the Parties express their intent to participate in a program for Mutual Aid and Assistance within the State of Ohio.

NOW, THEREFORE, in consideration of the promises and the mutual undertakings contained in this Agreement, the Members of the Ohio WARN, as agreed upon, and authorized by, their respective legislative authorities, mutually agree as follows:

### ARTICLE I. PURPOSE

Recognizing that emergencies may overwhelm Ohio WARN Members to provide services to their customers which may require them to seek assistance in the form of personnel, equipment and supplies from outside the area of impact, the signatory utilities to this Agreement hereby establish within the State of Ohio an Intrastate Program for Mutual Aid and Assistance. Through the Ohio WARN Program, Members shall coordinate voluntary response activities and shall share voluntary resources during emergencies as described in this Agreement.

### ARTICLE II. DEFINITIONS

- A. **Agreement** – The Ohio Water/Wastewater Agency Response Network Mutual Aid Agreement.
- B. **Authorized Official** – An employee of a Member who is authorized by the Member's governing board or management to request assistance or offer assistance under this Agreement.
- C. **Emergency** – A natural or man-made event that is, or is likely to be, beyond the control of the available services, personnel, equipment and facilities of a Mutual Aid and Assistance Program Member.
- D. **Member** – Any public or private water or wastewater utility or its principals that executes this Agreement.

- E. **National Incident Management System (NIMS)** – A national, standardized approach to incident management and response created by the federal Department of Homeland Security that sets uniform processes and procedures for emergency response operations to prepare for, protect against, respond to and recover from emergency events.
- F. **Period of Assistance** – A specified period of time during which a Responding Member assists a Requesting Member. The period commences when personnel, equipment or supplies depart from a Responding Member’s facility and ends when the resources are returned to the Responding Member’s facility (portal to portal). All protections identified in the Agreement apply during this period. The specified Period of Assistance may occur during response to or recovery from an emergency, as previously defined.
- G. **Requesting Member** – A Member who requests assistance in accordance with the terms and conditions of this Agreement and the Mutual Aid and Assistance Program.
- H. **Responding Member** – A Member that responds to a request for assistance under the terms and conditions of this Agreement and the Mutual Aid and Assistance Program.
- I. **Statewide Committee** – A committee consisting of representatives from Members and other agencies that may have a role to play in the Mutual Aid and Assistance Program (e.g., public health, emergency management, rural water, water utility organizations) that shall administer the WARN Program for the state.
- J. **Work or Work-Related Period** – Any period of time in which either the personnel or equipment of the Responding Member are being used by the Requesting Member to provide assistance. Specifically included within such period of time are rest breaks when the personnel of the Responding Member will return to active work within a reasonable time. Also, included is mutually-agreed-upon rotation of personnel and equipment.

### **ARTICLE III. ADMINISTRATION**

The Mutual Aid and Assistance Program shall be administered through a Statewide Committee. The purpose of a Statewide Committee is to provide coordination of the Mutual Aid and Assistance Program before, during and after an emergency. The Statewide Committee, under the leadership of an elected Chair, shall meet at least annually to address Mutual Aid and Assistance Program issues and to review emergency preparedness and response procedures. Under the leadership of the Chair, the Statewide Committee members shall plan and coordinate emergency planning and response activities for the Mutual Aid and Assistance Program.



## **ARTICLE IV. PROCEDURES**

In coordination with the emergency management and public health systems of Ohio, the Statewide Committee shall develop operational and planning procedures for the OH WARN Program. These procedures shall be reviewed at least annually and updated as needed. The Members recognize that the Statewide Committee, set forth in Article III, above, shall develop an OH WARN Program Manual and/or an OH WARN Handbook to set forth general procedures and standards that shall be followed by each Member.

It is the responsibility of each Member to develop its own operational and planning procedures that identify the critical components of its own infrastructure and its emergency response resources.

## **ARTICLE V. REQUESTS FOR ASSISTANCE**

- A. **Member Responsibility** – Within forty-eight (48) hours after execution of this Agreement, Members shall identify an Authorized Official and alternates; provide contact information including 24-hour access; and maintain resource information made available for mutual aid and assistance response.

In the event of an Emergency, a Member's Authorized Official may request mutual aid and assistance from a Member. Requests for assistance can be made orally or in writing. When made orally, the request for assistance shall be prepared in writing as soon as practicable after the oral request. Requests for assistance shall be directed to the Authorized Official of a Member. Specific protocols for requesting aid are provided in the required procedures (Article IV).

- B. **Response to a Request for Assistance** – After a Member receives a request for assistance, the Authorized Official shall evaluate whether resources are available to respond to the request for assistance. As soon as possible after completing the evaluation, the Authorized Official shall inform the Requesting Member whether it has the resources to respond. If the Member is willing and able to provide assistance, the Member shall inform the Requesting Member about the type of available resources and the approximate arrival time of such assistance.
- C. **Discretion of Responding Member's Authorized Official** – Each Member recognizes and agrees that execution of this Agreement does not create any duty to respond to a request for assistance. When a Member receives a request for assistance, the Authorized Official shall have absolute discretion as to the ability of that Member to respond to a request for assistance. An Authorized Official's decisions on the availability of resources shall be final.

## ARTICLE VI. RESPONDING MEMBER PERSONNEL

- A. **National Incident Management System (NIMS)** – When providing assistance under this Agreement, the Requesting Member and Responding Member shall be organized and shall function under NIMS.

NIMS provides a consistent nationwide approach that allows federal, state, local and tribal governments as well as private sector and nongovernmental organizations to work together to manage incidents and disasters of all kinds. To be eligible for federal emergency management assistance, water and wastewater mutual aid and assistance programs must meet NIMS standards for emergency preparedness and response.

- B. **Control** – Personnel sent by a Responding Member shall remain under the direct supervision and control of the Responding Member. The Requesting Member's Authorized Official shall coordinate response activities with the designated supervisor(s) of the Responding Member(s). Whenever practical, Responding Member personnel must be self-sufficient for up to 72 hours.
- C. **Food & Shelter** – The Requesting Member shall supply reasonable food and shelter for the Responding Member personnel. If the Requesting Member fails to provide food and shelter for Responding Member personnel, the Responding Member's designated supervisor is authorized to secure the resources necessary to meet the needs of its personnel. The cost for such resources must not exceed the per diem rates established by the State of Ohio for that area. The Requesting Member remains responsible for reimbursing the Responding Member for all costs associated with providing food and shelter, if such resources are not provided.
- D. **Communication** – The Requesting Member shall provide Responding Member personnel with radio equipment as available, or radio frequency information to facilitate communications with local responders and utility personnel.
- E. **Status** – Unless otherwise provided by law, the Responding Member's officers and employees retain the same privileges, immunities, rights, duties and benefits as provided in their respective jurisdictions.
- F. **Licenses & Permits** – To the extent permitted by law, Responding Member personnel who hold licenses, certificates or permits issued by the State of Ohio evidencing professional, mechanical or other skills and when such assistance is sought by the Requesting Member, shall be allowed to carry out activities and tasks relevant and related to their respective credentials during the specified Period of Assistance.

- G. **Right to Withdraw** – The Responding Member’s Authorized Official retains the right to withdraw some or all of its resources at any time. Notice of intention to withdraw must be communicated to the Requesting Member’s Authorized Official as soon as possible. Notice of withdrawal can be made orally or in writing and is within the complete discretion of the Responding Member. When made orally, the notice of withdrawal shall be prepared and submitted in writing as soon a practicable after the oral notice.

## **ARTICLE VII. COST REIMBURSEMENT**

Unless otherwise mutually agreed in writing in whole or in part, the Requesting Member shall reimburse the Responding Member for each of the following categories of costs incurred while providing aid and assistance during the specified Period of Assistance.

- A. **Personnel** – Responding Member personnel are to be paid for work completed during a specified Period of Assistance according to the terms provided in their employment contracts or other conditions of employment. The supervisor(s) designated by the Responding Member(s) must keep accurate records of work performed by personnel during the specified Period of Assistance. Requesting Member reimbursement to the Responding Member must consider all personnel costs, including salaries or hourly wages, costs for fringe benefits and indirect costs. Fringe benefit calculations shall be based on Federal Emergency Management Agency’s (FEMA) defined fringe benefits. If a Responding Member intends to calculate fringe benefits differently than those established by FEMA, the Responding Member must provide such calculations in writing to the Requesting Member’s Authorized Official prior to deploying personnel.
- B. **Equipment** – The Requesting Member shall reimburse the Responding Member for the use of equipment during a specified Period of Assistance. At a minimum, rates for equipment use must be based on the FEMA Schedule of Equipment Rates. If a Responding Member uses rates different from those in the FEMA Schedule of Equipment Rates, the Responding Member must provide such rates in writing to the Requesting Member’s Authorized Official prior to supplying resources. Mutual agreement on which rates are used must be reached in writing prior to dispatch of the equipment. Reimbursement for equipment not referenced on the FEMA Schedule of Equipment Rates must be developed based on actual recovery of costs. In the event the Responding Member’s equipment is damaged during the Period of Assistance that is not caused by carelessness, negligence or operator error on the part of the Responding Member, the Requesting Member shall reimburse the Responding Member for repair or replacement of the damaged equipment. Damage must be reasonably attributable to the specific response and taking into consideration normal wear and tear.

- C. **Materials & Supplies** – The Requesting Member must reimburse the Responding Member in kind or at actual replacement cost, plus handling charges, for use of expendable or non-returnable supplies. The Responding Member must not charge direct fees or rental charges to the Requesting Member for other supplies and reusable items that are returned as soon as practicable to the Responding Member in a clean, damage-free condition. Reusable supplies that are returned to the Responding Member with damage must be treated as expendable supplies for purposes of cost reimbursement.
- D. **Incidental Costs** – Other reasonably related incidental costs that are accrued by the Responding Member during the specified period of assistance shall be paid by the Requesting Member. Incidental costs include travel costs to deploy personnel to the Requesting Member’s location, shipping costs to transport equipment, etc.
- E. **Payment Period** – The Responding Member must provide an itemized bill to the Requesting Member, listing the services provided, the dates services were provided, and the amount of payment due for all expenses it incurred as a result of providing assistance under this Agreement. The Responding Member shall send the itemized bill not later than ninety (90) days following the end of the Period of Assistance. The Requesting Member must pay the bill in full on or before the sixtieth (60<sup>th</sup>) day following the billing date. The Requesting Member shall return any invalid or incomplete invoice to the Responding Member within thirty (30) days after the Requesting Member receives the invoice. An explanation will accompany the invoice that states the reason for the return and any information needed to correct the invoice. Unpaid bills become delinquent upon the sixty-first (61<sup>st</sup>) day following the billing date.
- F. **Disputed Billings** – Those undisputed portions of a bill shall be paid under the payment plan specified above. Only the disputed portions should be sent to arbitration under Article VIII.

## **ARTICLE VIII. DISPUTES**

All disputes between two or more Members arising from participation in this Agreement, which cannot be settled through negotiation, shall be submitted to arbitration before a panel of three persons chosen from the Members of this Agreement, excluding those Members that are parties to the dispute. The Parties to the dispute shall determine whether the arbitration is binding or non-binding.

Each party to the dispute shall choose one panel member and those panel members shall agree on one additional panel member. The panel shall adopt rules of procedure and evidence, shall determine all issues in dispute by majority vote and shall assess damages. Any court of competent jurisdiction may enter the judgment rendered by the arbitrators as final judgment that is binding on the parties.

## **ARTICLE IX      INSURANCE**

Each Member shall bear the risk of its own actions, as it does with its day-to-day operations, and determine for itself what kinds of insurance, and in what amounts, it should carry. Nothing in this Agreement shall act, or be construed, as a waiver of any statutory or common-law immunity or other exemption or limitation on liability that a Member may enjoy.

## **ARTICLE X INDEMNITY AND IMMUNITY**

### **IDEMNITY**

Neither Party will indemnify or hold harmless the other for any damages awarded in any civil action arising from any action or omission of either Party's officers, employees, agents, contractors, subcontractors or volunteers acting under this Agreement. Neither Party shall act or be deemed to be acting as agent for the other.

### **IMMUNITY**

Nothing in this Agreement is intended to, and shall not, be construed to constitute a waiver of either Party's defenses, including immunity. Officers, employees, and volunteers of a Responding Member performing services at any place for a Requesting Member in good faith carrying out, complying with, or attempting to comply with this Agreement shall possess the same powers, duties, immunities, and privileges they would ordinarily possess if performing their duties in the jurisdiction in which they are normally officers or employed or rendering services. Such persons shall not be liable for any injury to, or death of, persons or damage to property as the result of performing services under this Agreement during training periods, test periods, practice periods, or other emergency management operations, or false alerts, as well as during any hazard, actual or imminent and subsequently to the same except in cases of willful misconduct. As used in this section, "emergency management volunteer" means only an individual who is authorized to assist any agency performing emergency management during a hazard.

## **ARTICLE XI      WORKER'S COMPENSATION CLAIMS**

Each Member is responsible for providing worker's compensation benefits and administering worker's compensation for its own personnel as it would in the normal course of business.

## **ARTICLE XII NOTICE**

A Member who becomes aware of a claim or suit that in any way, directly or indirectly, contingently or otherwise, affects or might affect other Members of this Agreement shall provide prompt and timely notice to the Members who may be affected by the suite or claim. Each Member reserves the right to participate in the defense of such claims or suits as necessary to protect its own interests.

## **ARTICLE XIII EFFECTIVE DATE**

This Agreement shall be effective after the Member's governing authority executes the Agreement and the Statewide Committee receives the Agreement. The Statewide Committee shall maintain a master list of all Members in the state.

This Agreement supersedes all prior Agreements between Members to the extent that such prior Agreements are inconsistent with this Agreement.

This Agreement shall continue in force and remain binding on each and every Member until December 31<sup>st</sup> of the year in which the Member executes the Agreement. This Agreement shall renew automatically for a period of one year upon the completion of the initial term and each subsequent one-year term unless and until such time a Member withdraws from participation in this Agreement.

## **ARTICLE XIV WITHDRAWAL**

A Member may withdraw from this Agreement at any time and for any reason by providing written notice of its intent to withdraw to the Statewide Committee Chair.

## **ARTICLE XV MODIFICATION**

This Agreement may be modified in writing to accommodate operational changes as the Members gain experience with the procedures established by the Agreement and the Ohio WARN. No provision of this Agreement may be modified, altered, or rescinded by individual Members to the Agreement. The Statewide Committee must approve in writing all modification requests.

## **ARTICLE XVI INTRASTATE & INTERSTATE MUTUAL AID AND ASSISTANCE PROGRAMS**

To the extent practicable, Members of this Agreement shall participate in Mutual Aid and Assistance activities conducted under the State of Ohio Intrastate Mutual Aid and Assistance Program and Interstate Emergency Management Assistance Compact (EMAC). Members may voluntarily agree to participate in an interstate Mutual Aid and Assistance Program for water and wastewater utilities through this Agreement if such a Program were established.


**ARTICLE XVII RECORDS, DOCUMENTS AND SENSITIVE INFORMATION**

All records documents, writings or other information produced or used by the parties to this Agreement, which, under the laws of the State of Ohio, is classified as public or privileged, will be treated as such by the other parties to this Agreement. The parties to this Agreement shall not use any information, systems, or records made available to them for any purpose other than to fulfill their contractual duties specified in this Agreement. Both Requesting and Responding Members acknowledge that they will have access to sensitive information of others that may be considered sensitive or protected under the laws of the State of Ohio. If a Member receives a request to provide information of another Member or a third party, the Member receiving such request shall notify the other Member and they shall jointly agree upon what documentation is to be released.

NOW, THEREFORE, in consideration of the covenants and obligations in this Agreement, the Water and Wastewater Utility listed here manifests its intent to be a party to this Agreement and Member of the Intrastate Mutual Aid and Assistance Program for Water and Wastewater Utilities by executing this Agreement this 7<sup>th</sup> day of January, 2020

Water/Wastewater Utility: WARREN COUNTY WATER & SEWER, LEBANON, OH  
(Name, address, city)

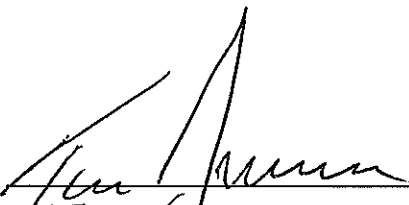
Authorizing Ordinance/Resolution Number: 20-0035

By:   
David G. Young

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

Title: President

Title: \_\_\_\_\_

By:   
Tom Grossmann

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

Title: Vice President

Title: \_\_\_\_\_

**APPROVED AS TO FORM**



**Adam M. Nice**  
**Asst. Prosecuting Attorney**

# Resolution

Number 20-0036

Adopted Date January 07, 2020

## ACKNOWLEDGE APPROVAL OF FINANCIAL TRANSACTIONS

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

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

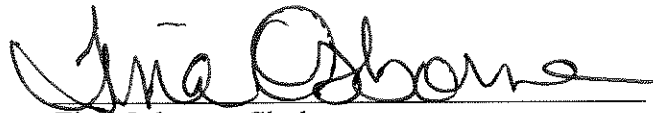
NOW THEREFORE BE IT RESOLVED, to acknowledge approval of financial transactions as attached hereto and made a part hereof.

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

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

Resolution adopted this 7<sup>th</sup> day of January 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/tao

cc: Auditor   
Appropriation Adjustment file  
Facilities Management (file)  
OMB



APPROVE APPROPRIATION ADJUSTMENT WITHIN FACILITES MANAGEMENT  
#11011600

BE IT RESOLVED, to approve the following appropriation adjustment:

\$2,250.00 from #11011600-5820 (Fac Health & Life Insurance)  
into #11011600-5210 (Fac Material & Supplies)

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

M  
M  
M

Resolution adopted this \_\_\_\_<sup>th</sup> day of \_\_\_\_\_ 2019.

BOARD OF COUNTY COMMISSIONERS

\_\_\_\_\_  
Tina Osborne, Clerk

cc: Auditor \_\_\_\_\_  
Appropriation Adj. file  
Facilities Management (file)

*OK*  
*Tina Osborne*  
*12/19/19*  
*to be notified*  
*1/7/20*

APPROVE SUPPLEMENTAL APPROPRIATION INTO HEALTH INSURANCE FUND  
#6632

BE IT RESOLVED, to approve the following supplemental appropriation:

\$107,000.00 into 66320100-5932 (Health Insurance – Medical/Rx Claims)

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

- M
- M
- M

Resolution adopted this day of December 2019.

BOARD OF COUNTY COMMISSIONERS

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Tina Osborne, Clerk

cc: Auditor \_\_\_\_\_  
 Supplemental Appropriation file  
 Airport (file)  
 OMB

*To be ratified on Jan. 7th, 2020.*



APPROVE APPROPRIATION ADJUSTMENTS FROM BOARD OF ELECTIONS FUND  
#11011300 TO #11011300

BE IT RESOLVED, to approve the following appropriation adjustments:

\$900.00      from #11011300-5114      (Overtime) ✓  
                 into #11011300-5811      (PERS) ✓

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

M  
M  
M

Resolution adopted this day of December 2019.

BOARD OF COUNTY COMMISSIONERS

---

Tina Osborne, Clerk

Appropriations adj

cc: Auditor \_\_\_\_\_  
Appropriation Adj. file  
Board of Elections (file)  
OMB

To be ratified 1/7/20

A handwritten signature in black ink, appearing to read "M. [unclear]", is written over the bottom right portion of the page.

APPROVE APPROPRIATION ADJUSTMENTS WITHIN WCSO FUNDS 1101.2210

BE IT RESOLVED, to approve the following appropriation adjustments within Warren County Sheriff's Office Funds 1101:

\$110.00                      from    11012210 ~~5210~~ <sup>per LDickerson</sup> 5317    SHRF DET MATERIAL & SUPPLIES  
   into    11012210 ~~5317~~ 5210    SHRF DET NON CAPITAL PURCHASES

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

M  
M  
M

Resolution adopted this \_\_\_\_ day of \_\_\_\_\_ 2019.

BOARD OF COUNTY COMMISSIONERS

\_\_\_\_\_  
Tina Osborne, Clerk

cc: Auditor \_\_\_\_\_  
Appropriation Adjustment file  
Sheriff's Office (file)  
OMB

To be ratified on 1/7/20





APPROVE APPROPRIATION ADJUSTMENT WITHIN TRANSIT FUND #2299

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

\$8,000.00 from #22997000-5400 (Purchased Services)  
into #22997000-5210 (Materials and Supplies)

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

M  
M  
M

Resolution adopted this \_\_\_ day of December 2019.

BOARD OF COUNTY COMMISSIONERS

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Tina Osborne, Clerk

/sm

cc: Auditor \_\_\_\_\_  
Appropriation Adj. file  
Transit (file)

I:\Resolutions\grants\Transit\2299 Appropriation Adjustment 22997000.doc

To be ratified on 1/7/20



APPROVE APPROPRIATION ADJUSTMENT WITHIN TREASURERS OFFICE FUND  
#22491130

BE IT RESOLVED, to approve the following appropriation adjustment:

\$1500.00      from    #22491130-5910      (Other Expense) ✓  
                 into    #22491130-5820      (Health Ins)      ✓

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

M  
M  
M

Resolution adopted this day of 2019.

BOARD OF COUNTY COMMISSIONERS

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Tina Osborne, Clerk

/tao

cc:            Auditor \_\_\_\_\_  
                 Appropriation Adj. file  
                 Treasurer (file)

To be ratified on 1/7/20



APPROVE APPROPRIATION ADJUSTMENT WITHIN THE SEWER REVENUE FUND NO. 5580

WHEREAS, the Water and Sewer Department incurs costs for health and life insurance; and

WHEREAS, an appropriation adjustment is necessary to accommodate said costs; and

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

\$5000.00	from	55803300 5102	(REGULAR SALARIES) ✓
	Into	55803300 5820	(HEALTH & LIFE INSURANCE) ✓

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

- M
- M
- M

Resolution adopted this XX<sup>th</sup> day of XX 2019.

BOARD OF COUNTY COMMISSIONERS

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Tina Osborne, Clerk

mbz

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

To be ratified on 1/7/<sup>2020</sup>~~2020~~ MR





APPROVE APPROPRIATION ADJUSTMENT WITHIN LAW LIBRARY RESOURCES  
FUND #2207

BE IT RESOLVED, to approve the following appropriation adjustment:

\$30.00        from #22071291-5910        (Other Expense)  
              into #22071291-5820        (Health & Life Insurance)

M. \_\_\_\_\_ moved for adoption of the foregoing resolution,  
being seconded by M. \_\_\_\_\_.

Upon call of the roll, the following vote resulted:

M \_\_\_\_\_  
M \_\_\_\_\_  
M \_\_\_\_\_

Resolution adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

BOARD OF COUNTY COMMISSIONERS

\_\_\_\_\_  
Tina Osborne, Clerk

cc: Auditor \_\_\_\_\_  
Appropriation Adjustment file  
Law Library (file)

To be ratified on 1/7/20



*BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO*

# Resolution

Number 20-0037

Adopted Date January 07, 2020

## ACKNOWLEDGE PAYMENT OF BILLS

BE IT RESOLVED, to acknowledge payment of bills from 12/19/2019 and 1/7/2020 as attached hereto and made a part hereof.

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

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 7<sup>th</sup> day of January 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne  
Tina Osborne, Clerk

/tao

cc: Auditor

# Resolution

Number 20-0038

Adopted Date January 07, 2020

## ACKNOWLEDGE RECEIPT OF DECEMBER 2019 FINANCIAL STATEMENT

BE IT RESOLVED, to acknowledge receipt of the December 2019 County Financial Statement for Funds #1101 through #6650; as attached hereto and made a part hereof.

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

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 7<sup>th</sup> day of January 2020.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Auditor (file)   
S. Spencer  
Tina Osborne

# Financial Statement for 2019 Period 12



FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
1101	GENERAL FUND	55,615,513.50	5,679,932.82	19,283,499.33	42,011,846.99	166,358.61	42,178,205.60
2201	SENIOR CITIZENS SERVICE LEVY	10,660,933.78	0.00	578,738.56	10,082,195.22	0.00	10,082,195.22
2202	MOTOR VEHICLE	4,007,957.80	937,315.66	634,355.53	4,310,917.93	10,337.14	4,321,255.07
2203	HUMAN SERVICES	1,220,880.86	477,034.54	436,089.17	1,261,826.23	27,323.19	1,289,149.42
2205	BOARD OF DEVELOPMENTAL DISABIL	39,647,782.38	238,739.09	1,006,033.63	38,880,487.84	40,768.94	38,921,256.78
2206	DOG AND KENNEL	456,198.52	127,119.06	54,903.62	528,413.96	28.51	528,442.47
2207	LAW LIBRARY RESOURCES FUND	359,069.35	19,070.96	37,339.04	340,801.27	0.00	340,801.27
2208	CO&TRANSIT MEDICAID SALES TAX	835,463.72	0.00	0.00	835,463.72	0.00	835,463.72
2209	BOE CYBERSECURITY UPGRADE	50,000.00	0.00	0.00	50,000.00	0.00	50,000.00
2215	VETERAN'S MEMORIAL	4,172.14	0.00	0.00	4,172.14	0.00	4,172.14
2216	RECORDER TECH FUND 317.321	316,041.01	12,665.25	506.00	328,200.26	0.00	328,200.26
2217	BOE TECHNOLOGY FUND 3501.17	1,595,286.26	0.00	0.00	1,595,286.26	0.00	1,595,286.26
2218	COORDINATED CARE	731,900.46	715.87	28,608.00	704,008.33	1,820.00	705,828.33
2219	WIRELESS 911 GOVERNMENT ASSIST	213,377.28	31,787.87	6,958.05	238,207.10	0.00	238,207.10
2220	CP INDIGENT DRVR INTRLK/MONITG	4,720.81	0.00	0.00	4,720.81	0.00	4,720.81
2221	CC/MC INDIGENT DRIVER INTERLOC	95,339.18	0.00	0.00	95,339.18	0.00	95,339.18
2222	JUV INDIGENT DRIVER INTERLOCK	1,505.35	0.00	0.00	1,505.35	0.00	1,505.35
2223	PROBATE/JUVENILE SPECIAL PROJ	254,264.15	2,812.85	1,049.44	256,027.56	0.00	256,027.56
2224	COMMON PLEAS SPECIAL PROJECTS	290,624.52	6,822.00	3,500.00	293,946.52	500.00	294,446.52
2227	PROBATION SUPERVISION 2951.021	594,705.27	2,136.00	0.00	596,841.27	0.00	596,841.27
2228	MENTAL HEALTH GRANT	110,481.11	0.00	0.00	110,481.11	0.00	110,481.11
2229	MUNICIPAL MOTOR VEH PERMIS TAX	2,223,108.97	40,798.09	0.00	2,263,907.06	0.00	2,263,907.06
2231	CO LODGING ADD'L 1%	117,751.37	70,816.13	117,751.37	70,816.13	0.00	70,816.13
2233	DOMESTIC SHELTER	16,950.26	3,001.00	0.00	19,951.26	0.00	19,951.26
2237	REAL ESTATE ASSESSMENT	4,202,858.39	26.50	43,562.53	4,159,302.36	0.00	4,159,302.36
2238	WORKFORCE INVESTMENT BOARD	13,090.33	140,299.54	137,455.79	15,934.08	12,195.54	28,129.62
2243	JUVENILE GRANTS	303,595.62	0.00	3,390.00	300,205.62	0.00	300,205.62

# Financial Statement for 2019 Period 12



FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
2245	CRIME VICTIM GRANT FUND	10,029.11	9,168.69	9,989.63	9,208.17	28.50	9,236.67
2246	JUVENILE INDIGENT DRIVER ALCOH	22,944.22	81.00	0.00	23,025.22	0.00	23,025.22
2247	FELONY DELINQUENT CARE/CUSTODY	745,746.85	0.00	60,837.46	684,909.39	0.00	684,909.39
2248	TAX CERTIFICATE ADMIN FUND	28,090.00	985.00	0.00	29,075.00	0.00	29,075.00
2249	DTAC-DELINQ TAX & ASSESS COLLE	598,302.51	850.00	24,245.64	574,906.87	0.00	574,906.87
2250	CERT OF TITLE ADMIN FUND	3,821,640.61	163,194.75	92,334.16	3,892,501.20	3,432.65	3,895,933.85
2251	COAP GRANT - OPIOD ABUSE PROG	321,656.30	0.00	4,488.99	317,167.31	949.99	318,117.30
2252	WC TECHNOLOGY CRIMES UNIT	0.00	0.00	0.00	0.00	0.00	0.00
2253	COUNTY COURT PROBATION DEPT	0.00	0.00	0.00	0.00	0.00	0.00
2254	CCMEPT/ANF	54,942.36	152,732.08	123,274.19	84,400.25	300.22	84,700.47
2255	MUNICIPAL VICTIM WITNESS FUND	55,374.76	0.00	6,123.46	49,251.30	0.00	49,251.30
2256	WARREN COUNTY SOLID WASTE DIST	1,261,895.87	14,669.61	16,438.91	1,260,126.57	4.27	1,260,130.84
2257	OHIO PEACE OFFICER TRAINING	85,962.00	0.00	915.00	85,047.00	250.00	85,297.00
2258	WORKFORCE INVESTMENT ACT FUND	14,899.86	25,550.00	-47,492.58	87,942.44	17,694.65	105,637.09
2259	JTPA	1,675.19	0.00	0.00	1,675.19	0.00	1,675.19
2260	OHIO WORKS INCENTIVE PROGRAM	0.00	0.00	0.00	0.00	0.00	0.00
2261	PASS THROUGH GRANTS	0.00	50,200.00	0.00	50,200.00	0.00	50,200.00
2262	COMMUNITY CORRECTIONS MONITORI	507,298.05	33,652.75	21,878.10	519,072.70	155.00	519,227.70
2263	CHILD SUPPORT ENFORCEMENT	866,500.40	112,714.08	256,856.72	722,357.76	2,500.73	724,858.49
2264	EMERGENCY MANAGEMENT AGENCY	120,226.72	23,028.42	16,899.18	126,355.96	242.56	126,598.52
2265	COMMUNITY DEVELOPMENT	602,609.46	31,709.65	32,403.84	601,915.27	500.00	602,415.27
2266	COMM DEV-ENT ZONE MONITOR FEES	103,063.00	0.00	0.00	103,063.00	0.00	103,063.00
2267	LOEB FOUNDATION GRANT	20,000.00	0.00	0.00	20,000.00	0.00	20,000.00
2268	INDIGENT GUARDIANSHIP FUND	204,559.88	1,530.00	532.18	205,557.70	0.00	205,557.70
2269	INDIGENT DRIVER ALCOHOL TREATM	539,219.02	5,707.55	0.00	544,926.57	0.00	544,926.57
2270	JUVENILE TREATMENT CENTER	222,191.21	249,478.69	87,670.86	383,999.04	0.00	383,999.04
2271	DTAC-PROSECUTOR ORC 321.261	161,337.54	0.00	22,314.91	139,022.63	0.00	139,022.63

# Financial Statement for 2019 Period 12



FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
2272	CP INDIGENT DRVR ALC TREATMT	11,586.08	0.00	0.00	11,586.08	0.00	11,586.08
2273	CHILDREN SERVICES	5,810,683.11	2,670,177.04	705,395.07	7,775,465.08	233,877.19	8,009,342.27
2274	COUNTY COURT COMPUTR 1907.261A	54,291.53	1,291.00	0.00	55,582.53	0.00	55,582.53
2275	COUNTY CRT CLK COMP 1907.261B	24,080.92	3,257.00	0.00	27,337.92	0.00	27,337.92
2276	PROBATE COMPUTER 2101.162	78,244.76	450.00	0.00	78,694.76	0.00	78,694.76
2277	PROBATE CLERK COMPUTR 2101.162	205,803.01	1,500.00	0.00	207,303.01	0.00	207,303.01
2278	JUVENILE CLK COMPUTR 2151.541	65,145.77	1,347.93	0.00	66,493.70	0.00	66,493.70
2279	JUVENILE COMPUTER 2151.541	34,585.50	409.53	0.00	34,995.03	0.00	34,995.03
2280	COMMON PLEAS COMPUTER 2303.201	31,842.74	1,248.00	0.00	33,090.74	0.00	33,090.74
2281	DOMESTIC REL COMPUTER 2301.031	12,926.93	318.00	796.86	12,448.07	0.00	12,448.07
2282	CLERK COURTS COMPUTER 2303.201	259,963.23	4,896.00	0.00	264,859.23	0.00	264,859.23
2283	COUNTY CT SPEC PROJ 1907.24B1	1,628,536.05	20,493.30	3,033.20	1,645,996.15	21.13	1,646,017.28
2284	COGNITIVE INTERVENTION PROGRAM	375,536.91	9,158.81	13,398.59	371,297.13	7,525.00	378,822.13
2285	CONCEALED HANDGUN LICENSE	731,893.28	5,360.00	5,772.54	731,480.74	0.00	731,480.74
2286	SHERIFF-DRUG LAW ENFORCEMENT	15,494.58	177.00	95.00	15,576.58	902.28	16,478.86
2287	SHERIFF-LAW ENFORCEMENT TRUST	158,961.26	0.00	25,145.16	133,816.10	914.05	134,730.15
2288	COMM BASED CORRECTIONS DONATIO	787.47	0.00	200.00	587.47	200.00	787.47
2289	COMMUNITY BASED CORRECTIONS	314,419.37	0.00	6,869.82	307,549.55	100.00	307,649.55
2290	HAZ MAT EMERG PLAN SPEC FUND	2.56	0.00	0.00	2.56	0.00	2.56
2291	SHERIFF-D.A.R.E. PROGRAM	1,001.40	0.00	0.00	1,001.40	0.00	1,001.40
2292	TRAFFIC SAFETY PROGRAM-SHERIFF	0.00	0.00	0.00	0.00	0.00	0.00
2293	SHERIFF GRANTS	21,206.00	38,000.00	0.00	59,206.00	0.00	59,206.00
2294	SHERIFF DARE LAW ENFORC GRANT	6,634.55	6,634.55	6,634.55	6,634.55	0.00	6,634.55
2295	TACTICAL RESPONSE UNIT	12,259.93	44,936.81	177.02	57,019.72	0.00	57,019.72
2296	COMP REHAB DWNPMT ASST COMMDEV	41,945.14	1,500.00	0.00	43,445.14	0.00	43,445.14
2297	ENFORCEMT & EDUCATN 4511.19G5A	109,395.93	837.00	0.00	110,232.93	0.00	110,232.93
2298	REHAB INC FUNDS	79,776.74	0.00	0.00	79,776.74	0.00	79,776.74

# Financial Statement for 2019 Period 12



FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
2299	COUNTY TRANSIT	1,246,245.15	412,880.88	84,704.37	1,574,421.66	62,057.02	1,636,478.68
3327	BOND RETIREMENT SPECIAL ASSMT	209,615.33	0.00	0.00	209,615.33	0.00	209,615.33
3360	STATE OPWC LOAN	0.00	0.00	0.00	0.00	0.00	0.00
3368	2013 RADIO SYSTEM BONDS	0.00	0.00	0.00	0.00	0.00	0.00
3384	TAX INCREMENT FINANCING - P&G	1,327,624.78	0.00	0.00	1,327,624.78	0.00	1,327,624.78
3393	2009 RID BOND GREENS OF BUNNEL	3,036,262.50	0.00	0.00	3,036,262.50	0.00	3,036,262.50
3395	JAIL BONDS 2019	479.09	0.00	0.00	479.09	0.00	479.09
4401	COUNTY WIDE FINANCIAL SOFTWARE	228,801.96	0.00	0.00	228,801.96	0.00	228,801.96
4430	DEFAULTED SUBDIVISION SPEC ASM	399,158.40	0.00	0.00	399,158.40	0.00	399,158.40
4431	SOCIALVILLEFOSTERSBRIDGE&WALL	147,960.49	136,353.97	136,353.97	147,960.49	0.00	147,960.49
4432	EDWARDSVILLE ROAD BRIDGE	45,392.40	0.00	5,465.40	39,927.00	0.00	39,927.00
4433	MIDDLEBORO RD BRIDGE REHAB	0.00	0.00	0.00	0.00	0.00	0.00
4434	LIBERTY WAY/MASON RD TURN LANE	5,250.00	0.00	0.00	5,250.00	0.00	5,250.00
4435	STROUT RD BRIDGE 207-0.02	0.00	0.00	0.00	0.00	0.00	0.00
4436	ZOAR RD IMPROVEMENT PROJECT	0.00	0.00	0.00	0.00	0.00	0.00
4437	KING AVE BRIDGE PROJECT	77,779.28	0.00	14,532.64	63,246.64	0.00	63,246.64
4439	VARIOUS WATER ASSESSMENT PROJE	0.00	0.00	0.00	0.00	0.00	0.00
4449	VARIOUS SEWER ASSESSMENT PROJE	0.00	0.00	0.00	0.00	0.00	0.00
4450	ESTATES OF KEEVER CREEK ROAD P	0.00	0.00	0.00	0.00	0.00	0.00
4451	ROAD INFRASTRUCTURE	0.00	7,000,000.00	0.00	7,000,000.00	0.00	7,000,000.00
4453	OLD 122 & TWP LINE RD ROUNDABO	0.00	0.00	0.00	0.00	0.00	0.00
4454	FIELDS-ERTEL RD IMPROV PROJ	47,830.13	0.00	9,641.28	38,188.85	0.00	38,188.85
4455	PHASE II ROAD RESURFACING	0.00	0.00	0.00	0.00	0.00	0.00
4463	FIELDS-ERTEL AND COLUMBIA ROAD	0.00	0.00	0.00	0.00	0.00	0.00
4467	COUNTY CONST PROJECTS	3,859,868.53	3,012,000.00	43,406.10	6,828,462.43	0.00	6,828,462.43
4479	AIRPORT CONSTRUCTION	607,154.45	0.00	6,109.70	601,044.75	0.00	601,044.75
4484	P&G TIF ROAD CONSTRUCTION	0.00	0.00	0.00	0.00	0.00	0.00

# Financial Statement for 2019 Period 12



FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
4485	MIAMI VALLEY GAMING TIF	957,932.47	0.00	2,265.00	955,667.47	0.00	955,667.47
4489	TOWNE CENTER BLVD EXTENSION	0.00	0.00	0.00	0.00	0.00	0.00
4492	COMMUNICATION PROJECTS	2,632,030.20	1,352,827.00	294,225.20	3,690,632.00	49,957.47	3,740,589.47
4493	BUNNELL HILL RD CONSTRUCTN RID	216,475.70	0.00	0.00	216,475.70	563.00	217,038.70
4494	COURTS BUILDING	976,945.02	887,000.00	10,290.20	1,853,654.82	5,018.00	1,858,672.82
4495	JAIL CONSTRUCTION SALES TAX	52,010,947.99	908,674.93	1,667,691.94	51,251,930.98	0.00	51,251,930.98
4496	JUVENILE DETENTION ADDN & RENO	281,460.94	0.00	0.00	281,460.94	0.00	281,460.94
4497	JAIL CONSTRUCTION & REHAB	9,963,833.75	0.00	0.00	9,963,833.75	0.00	9,963,833.75
4498	COUNTY FAIRGROUNDS CONSTRUCTN	50,936.08	0.00	0.00	50,936.08	0.00	50,936.08
4499	JUVENILE/PROBATE CT EXPANSION	962,834.13	0.00	152,276.93	810,557.20	0.00	810,557.20
5510	WATER REVENUE	32,843,413.36	1,761,423.36	937,811.10	33,667,025.62	53,742.27	33,720,767.89
5574	LOWER LITTLE MIAMI WASTEWATER	0.00	0.00	0.00	0.00	0.00	0.00
5575	SEWER CONST PROJECTS	1,156,704.85	116,613.13	372,747.24	900,570.74	244,074.04	1,144,644.78
5580	SEWER REVENUE	29,518,869.69	1,341,810.38	1,159,722.48	29,700,957.59	259,462.76	29,960,420.35
5581	SEWER IMPROV-WC VOCATIONAL SCH	207,692.31	0.00	0.00	207,692.31	0.00	207,692.31
5583	WATER CONST PROJECTS	2,823,558.39	-116,613.13	1,865.00	2,705,080.26	1,865.00	2,706,945.26
5590	STORM WATER TIER 1	136,474.41	0.00	12,596.39	123,878.02	117.50	123,995.52
6619	VEHICLE MAINTENANCE ROTARY	256,222.80	41,369.53	31,209.21	266,383.12	1,825.74	268,208.86
6630	SHERIFF'S POLICING REVOLV FUND	685,412.35	0.00	338,524.39	346,887.96	0.00	346,887.96
6631	COMMUNICATIONS ROTARY	260,392.74	3,799.60	2,484.97	261,707.37	2,112.58	263,819.95
6632	HEALTH INSURANCE	5,255,505.80	851,900.54	1,266,054.33	4,841,352.01	0.00	4,841,352.01
6636	WORKERS COMP SELF INSURANCE	1,240,537.25	0.00	126,704.65	1,113,832.60	96,391.05	1,210,223.65
6637	PROPERTY & CASUALTY INSURANCE	687,002.19	0.00	1,108.64	685,893.55	0.00	685,893.55
6650	GASOLINE ROTARY	221,857.12	84,860.82	80,717.28	226,000.66	0.00	226,000.66
7707	P.E.R.S. ROTARY	2,741.88	0.00	0.00	2,741.88	0.00	2,741.88
7708	TOWNSHIP FUND	3,108.49	405,240.97	408,349.46	0.00	0.00	0.00
7709	CORPORATION FUND	1,483.81	174,643.15	176,126.96	0.00	3,288.81	3,288.81



# Financial Statement for 2019 Period 12



FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
7713	WATER-SEWER ROTARY FUND	277,235.01	3,424,250.49	3,327,966.11	373,519.39	77,415.13	450,934.52
7714	PAYROLL ROTARY	880,633.75	3,066,374.58	3,078,924.97	868,083.36	142,616.39	1,010,699.75
7715	NON PARTICIPANT ROTARY	1,930.80	772.32	1,544.64	1,158.48	1,544.64	2,703.12
7716	SCHOOL	0.00	0.00	0.00	0.00	0.00	0.00
7717	UNDIVIDED GENERAL TAX	4,634,908.99	1,261,133.35	232,100.58	5,663,941.76	48,368.44	5,712,310.20
7718	TANGIBLE PERSONAL PROPERTY.	0.00	0.00	0.00	0.00	0.00	0.00
7719	TRAILER (LIKE REAL ESTATE) TAX	4,669.37	5,116.90	0.00	9,786.27	0.00	9,786.27
7720	LOCAL GOVERNMENT FUND	0.00	374,752.45	374,752.45	0.00	0.00	0.00
7721	SPECIAL DISTRICTS	0.00	0.00	0.00	0.00	0.00	0.00
7722	CIGARETTE LICENSE TAX	613.96	0.00	608.95	5.01	37.61	42.62
7723	GASOLINE TAX	0.00	571,561.24	571,561.24	0.00	0.00	0.00
7724	WC PORT AUTHORITY FUND	73,459.64	0.00	0.00	73,459.64	0.00	73,459.64
7725	UNDIVIDED WIRELESS 911 GOV ASS	0.00	63,575.77	51,513.23	12,062.54	0.00	12,062.54
7726	MOTOR VEHICLE LICENSE TAX	0.00	749,598.44	749,598.44	0.00	0.00	0.00
7727	RE RATE CORRECT/REFUNDS	1,119.80	-946.44	173.36	0.00	0.00	0.00
7728	TREASURER TAX REFUNDS	14,835.40	2,314.29	17,149.69	0.00	22,580.12	22,580.12
7731	COUNTY LODGING TAX	173,012.07	212,989.15	173,012.05	212,989.17	20.00	213,009.17
7734	REAL ESTATE ADVANCE PAYMENT	7,669.29	3,859.91	11,529.20	0.00	0.00	0.00
7740	TRAILER TAX	2,770.99	0.00	0.00	2,770.99	0.00	2,770.99
7741	LIFE INSURANCE	16,705.49	10,405.50	0.00	27,110.99	0.00	27,110.99
7742	LIBRARIES	0.00	416,479.79	416,479.79	0.00	0.00	0.00
7744	ARMCO PARK TOURNAMENT FEES	0.00	0.00	0.00	0.00	0.00	0.00
7745	STATE	2,470.86	1,992.57	4,463.43	0.00	1,992.57	1,992.57
7746	MIAMI CONSERVANCY DISTRICT FUN	18,051.40	0.00	0.00	18,051.40	0.00	18,051.40
7747	ADVANCE ESTATE TAX	845.74	0.00	0.00	845.74	0.00	845.74
7751	UNDIVIDED INTEREST	350,234.16	680,820.06	621,973.26	409,080.96	0.00	409,080.96
7754	OHIO ELECTIONS COMMISSION FUND	0.00	320.00	320.00	0.00	320.00	320.00

# Financial Statement for 2019 Period 12



FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
7756	SEWER ROTARY	143,561.82	51,593.15	42,087.50	153,067.47	1,500.00	154,567.47
7758	WIA PASS THROUGH TO BUTLER/CLE	0.00	236,254.17	236,126.17	128.00	0.00	128.00
7761	OUTSIDE ENTITY FLOWTHRU	0.00	0.00	0.00	0.00	0.00	0.00
7765	RECORDER'S ESCROW FUND	21,986.13	731.00	0.00	22,717.13	0.00	22,717.13
7766	ESCROW ROTARY	641,545.71	165,000.00	21,561.38	784,984.33	4,000.00	788,984.33
7767	UNIDENTIFIED DEPOSITS	0.00	0.00	0.00	0.00	0.00	0.00
7768	RE TAX PRORATIONS/FORECLOSURES	82,510.01	8,592.34	91,102.35	0.00	0.00	0.00
7769	BANKRUPTCY POST PETITION CONDU	11,636.75	1,639.84	0.00	13,276.59	0.00	13,276.59
7773	SEX OFFENDER REGISTRATION FEE	0.00	0.00	0.00	0.00	0.00	0.00
7774	ARSON OFFENDER REGISTR FEE	95.00	0.00	0.00	95.00	0.00	95.00
7775	UNDIVIDED SHERIFF WEB CHECK FE	24,434.25	9,282.00	22,919.50	10,796.75	0.00	10,796.75
7776	UNDIVIDED EVIDENCE SHERIFF	20,233.58	0.00	0.00	20,233.58	222.70	20,456.28
7777	UNDIVIDED FEDERAL & STATE FORF	0.00	0.00	0.00	0.00	0.00	0.00
7778	COURT ORDERED SHERIFF SALES	116,252.21	1,548,405.90	904,703.30	759,954.81	368,256.91	1,128,211.72
7779	UNDIVIDED DRUG TASK FORCE SEIZ	488,878.33	0.00	0.00	488,878.33	0.00	488,878.33
7781	REFUNDABLE DEPOSITS	416,987.05	9,924.49	15,016.99	411,894.55	4,398.99	416,293.54
7782	SHERIFF - LOST/ABANDONED PROPE	911.32	0.00	0.00	911.32	0.00	911.32
7785	MASSIE WAYNE CAPACITY FEES	0.00	0.00	0.00	0.00	0.00	0.00
7786	PMT IN LIEU OF TAXES	0.00	0.00	0.00	0.00	0.00	0.00
7787	UNDIVIDED INCOME TAX-REAL PROP	3,360.99	0.00	0.00	3,360.99	0.00	3,360.99
7788	UNDIVIDED PUBLIC UTILITY DEREG	0.00	0.00	0.00	0.00	0.00	0.00
7789	FORFEITED LAND	0.00	0.00	0.00	0.00	0.00	0.00
7790	FORFEITED LAND EXCESS SALE PRO	0.00	0.00	0.00	0.00	0.00	0.00
7792	ZONING & BLDG BOND FUND	5,200.00	0.00	0.00	5,200.00	200.00	5,400.00
7793	HOUSING TRUST AUTHORITY	258,639.70	127,516.50	374,426.70	11,729.50	370,682.43	382,411.93
7795	UNDIVIDED INDIGENT FEES	0.00	1,433.08	1,433.08	0.00	286.62	286.62
7796	MUNICIPAL ORD VIOLATION INDIGE	7,322.55	213.26	1,633.34	5,902.47	810.50	6,712.97

# Financial Statement for 2019 Period 12



FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
7797	NEW UNDIVIDED AUCTION PROCEEDS	0.00	17,579.88	17,579.88	0.00	0.00	0.00
7798	OLD ZONING & BLDG BOND FUND	138,020.47	0.00	0.00	138,020.47	0.00	138,020.47
8843	UNCLAIMED MONEY	596,533.81	139,331.59	516.00	735,349.40	0.00	735,349.40
8855	CH.SERV.SCHEURER SMITH TRUST	43,609.59	0.00	0.00	43,609.59	0.00	43,609.59
9911	WARREN CO HEALTH DISTRICT	7,761,525.87	135,394.13	-369,562.44	8,266,482.44	31,733.19	8,298,215.63
9912	FOOD SERVICE	403,053.46	2,849.60	289,290.71	116,612.35	72.51	116,684.86
9915	PLUMBING BOND-HEALTH DEPT.	23,500.00	500.00	3,000.00	21,000.00	0.00	21,000.00
9916	STATE REGULATED SEWAGE PROGRAM	75,281.65	8,797.50	952.50	83,126.65	120.00	83,246.65
9925	SOIL & WATER CONSERVATION DIST	380,773.92	18,946.00	43,357.00	356,362.92	0.00	356,362.92
9928	REGIONAL PLANNING	200,086.80	18,995.50	30,935.31	188,146.99	238.50	188,385.49
9938	WARREN COUNTY PARK DISTRICT	485,063.98	106,616.96	31,050.82	560,630.12	126.18	560,756.30
9944	ARMCO PARK	326,960.07	1,999.00	98,330.50	230,628.57	22,715.35	253,343.92
9953	WATER SYSTEM FUND	17,998.50	1,653.69	409.92	19,242.27	0.00	19,242.27
9954	MENTAL HEALTH RECOVERY SERVICE	12,327,856.17	890,381.87	1,665,651.94	11,552,586.10	34,676.79	11,587,262.89
9961	HEALTH GRANT FUND	479,911.89	71,401.36	465,128.09	86,185.16	0.00	86,185.16
9963	CAMPGROUNDS	3,596.59	0.00	0.00	3,596.59	0.00	3,596.59
9976	HEALTH - SWIMMING POOL FUND	100,329.85	0.00	0.00	100,329.85	314.00	100,643.85
9977	DRUG TASK FORCE COG	608,315.22	3,206.00	21,342.59	590,178.63	673.35	590,851.98
9996	WC FIRE RESPONSE LIFE SAFETY	0.00	0.00	0.00	0.00	0.00	0.00
Total		331,671,678.23	44,276,631.78	44,856,637.87	331,091,672.14	2,445,328.31	333,537,000.45

It is hereby certified, that the foregoing is a true and accurate statement of the finances of Warren County, Ohio, for December, 2019 showing the balance on hand in cash in each fund at the beginning of the month, the amount received to each, the amount disbursed from each, the balance remaining to the credit of each, and the balance of money in the treasury and depository.

# Resolution

Number 20-0039

Adopted Date January 07, 2020

**AUTHORIZE THE PRESIDENT OF THE BOARD TO SIGN ASSUMPTION OF LIABILITY RIDERS RELATIVE TO CHANGE OF SURETY FOR VARIOUS PERFORMANCE BOND AGREEMENTS**

WHEREAS, this Board holds several performance bonds in which Developers Surety and Indemnity Company is listed as the surety company; and

WHEREAS, Liberty Mutual Insurance Company has acquired the US surety operations of AmTrust Financial Services which includes Developers Surety and Indemnity Company; and

WHEREAS, an Assumption of Liability Rider is required to recognize the change in surety; and

NOW THEREFORE BE IT RESOLVED, to authorize the President of the Board to sing the Assumption of Liability Riders for the below listed performance bond agreements:

- 19-006 (W/S) Villages of Hopewell Valley, Section 6 \$ 9,343.57
- 19-007 (P/S) Villages of Hopewell Valley, Section 6 \$59,982.00
- 15-023 (P) Estates of Keever Creek, Section 2 \$29,358.75

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

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

Resolution adopted this 7<sup>th</sup> day of January 2020.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Developer(s)  
Surety Co.  
Engineer (file)  
Water/Sewer (file)  
Bond Agreement files

# Resolution

Number 20-0040

Adopted Date January 07, 2020

ENTER INTO A SUBDIVISION PUBLIC IMPROVEMENT PERFORMANCE AND MAINTENANCE SECURITY AGREEMENT WITH D.R. HORTON – INDIANA, LLC, FOR INSTALLATION OF CERTAIN IMPROVEMENTS IN VILLAGES OF HOPEWELL VALLEY, SECTION SIX SITUATED IN HAMILTON TOWNSHIP

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

## SECURITY AGREEMENT

Bond Number	:	20-001 (W/S)
Development	:	Villages of Hopewell Valley Subdivision, Section Six
Developer	:	D.R. Horton – Indiana, LLC
Township	:	Hamilton
Amount	:	\$9,343.57
Surety Company	:	Argonaut Insurance Company

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

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

Resolution adopted this 7<sup>th</sup> day of January 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cgb

cc: D.R. Horton-Indiana, LLC., 8180 Corporate Park Dr. Suite 100, Cincinnati, OH 45242  
Argonaut Insurance Company, P.O. Box 469011, San Antonio, TX 78246  
Water/Sewer (file)  
Bond Agreement file

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

**WATER AND/OR SANITARY SEWER**

Security Agreement No.  
20.001 (w/s)  
Bond No. SUR0057209

This Agreement made and concluded at Lebanon, Ohio, by and between \_\_\_\_\_  
D.R. Horton - Indiana, LLC (1) (hereinafter the "Developer") and the  
Warren County Board of County Commissioners, (hereinafter the "County Commissioners"), and  
Argonaut Insurance Company (2) (hereinafter the "Surety").

**WITNESSETH:**

**WHEREAS**, the Developer is required to install certain improvements in The Villages of Hopewell  
Valley **Subdivision, Section/Phase** six (3) (hereinafter the "Subdivision") situated in  
Hamilton (4) Township, Warren County, Ohio, in accordance with the Warren County  
Subdivision regulations (hereinafter called the "Improvements"); and,

**WHEREAS**, it is estimated that the total cost of the Improvements is \$93,435.75,  
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 \_\_\_\_\_ 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 \$9,343.57 \_\_\_\_\_ 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:

D.R. Horton - Indiana, LLC

---

8180 Corporate Park Dr, Suite 100

---

Cincinnati, OH 45242

---

Ph. ( 513 ) \_\_\_\_\_ 297 \_\_\_\_\_ - \_\_\_\_\_ 3460

D. To the Surety:

Argonaut Insurance Company

P.O. Box 469011

San Antonio, TX 78246

Ph. ( 281 ) 640 - 7912

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

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

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

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

\_\_\_\_\_ **Original Escrow Letter** (attached)

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

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

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

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

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

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

**DEVELOPER:** D.R. Horton - Indiana, LLC

**SURETY:** Argonaut Insurance Company

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

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

SIGNATURE: Tom Carran

SIGNATURE: Dawn L. Morgan

PRINTED NAME: Tom Carran

PRINTED NAME: Dawn L. Morgan

TITLE: Division President

TITLE: Attorney-in-Fact


DATE: 12/12/19

DATE: December 9, 2019

**[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]**

IN EXECUTION WHEREOF, the Warren County Board of County Commissioners have caused this security agreement to be executed by the President of the Board, on the date stated below, pursuant to Board Resolution Number 20-0040, dated 1/7/2020.

**WARREN COUNTY  
BOARD OF COUNTY COMMISSIONERS**

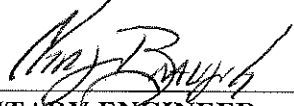
SIGNATURE: 

PRINTED NAME: David B. Young

TITLE: President

DATE: 1/7/2020

RECOMMENDED BY:

By:   
SANITARY ENGINEER

APPROVED AS TO FORM:

By: \_\_\_\_\_  
COUNTY PROSECUTOR

Key:

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

**Argonaut Insurance Company**  
**Deliveries Only: 225 W. Washington, 24th Floor**  
**Chicago, IL 60606**  
**United States Postal Service: P.O. Box 469011, San Antonio, TX 78246**

**POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the Argonaut Insurance Company, a Corporation duly organized and existing under the laws of the State of Illinois and having its principal office in the County of Cook, Illinois does hereby nominate, constitute and appoint:

Stephen T. Kazmer, Elaine Marcus, James I. Moore, Dawn L. Morgan, Diane M. Rubright, Jennifer J. McComb, Amy Wickett

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on its behalf as surety, and as its act and deed any and all bonds, contracts, agreements of indemnity and other undertakings in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

\$85,000,000.00


This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolution adopted by the Board of Directors of Argonaut Insurance Company:

"RESOLVED, That the President, Senior Vice President, Vice President, Assistant Vice President, Secretary, Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the Company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the Argonaut Insurance Company, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, Argonaut Insurance Company has caused its official seal to be hereunto affixed and these presents to be signed by its duly authorized officer on the 8th day of May, 2017.



Argonaut Insurance Company

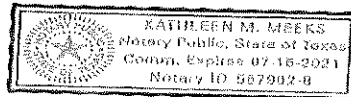
by: 

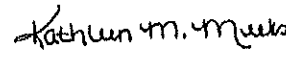
Joshua C. Betz, Senior Vice President

STATE OF TEXAS  
COUNTY OF HARRIS SS:

On this 8th day of May, 2017 A.D., before me, a Notary Public of the State of Texas, in and for the County of Harris, duly commissioned and qualified, came THE ABOVE OFFICER OF THE COMPANY, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of same, and being by me duly sworn, deposed and said that he is the officer of the said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said corporation, and that Resolution adopted by the Board of Directors of said Company, referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal at the County of Harris, the day and year first above written.

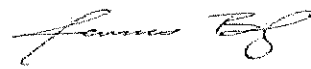


  
(Notary Public)

I, the undersigned Officer of the Argonaut Insurance Company, Illinois Corporation, do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand, and affixed the Seal of said Company, on the 9th day of December, 2019.



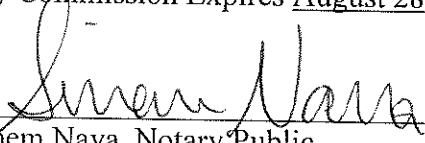
  
James Bluzard, Vice President-Surety

State of Illinois        }  
                                  } ss.  
County of DuPage       }

On December 9, 2019, before me, Sinem Nava, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared Dawn L. Morgan known to me to be Attorney-in-Fact of Argonaut Insurance Company the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of the said corporation, and he duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

My Commission Expires August 28, 2021

  
\_\_\_\_\_  
Sinem Nava, Notary Public



Commission No. 859777

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

# Resolution

Number 20-0041

Adopted Date January 07, 2020

APPROVE A SUBDIVISION PUBLIC IMPROVEMENT PERFORMANCE AND MAINTENANCE SECURITY RELEASE WITH HOPEWELL VALLEY DEVELOPMENT, LLC FOR THE VILLAGES OF HOPEWELL VALLEY, SECTION SIX SITUATED IN HAMILTON TOWNSHIP

BE IT RESOLVED, upon recommendation of the Warren County Sanitary Engineer, to approve the following security release:

### RELEASE

Bond Number	:	19-006 (W/S)
Development	:	Villages of Hopewell Valley Subdivision, Section Six
Developer	:	Hopewell Valley Development, LLC
Township	:	Hamilton
Amount	:	\$9,343.57
Surety Company	:	Developers Surety and Indemnity Company (658995S)

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

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

Resolution adopted this 7<sup>th</sup> day of January 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cgb

cc: Hopewell Valley Development, LLC, P.O. Box 498007, Cincinnati, Ohio 45209  
Developers Surety and Indemnity Company, 17771 Cowan Suite 100, Irvine, CA 92614  
Water/Sewer (file)  
Bond Agreement file

# Resolution

Number 20-0042

Adopted Date January 07, 2020

ENTER INTO A NEW STREETS AND APPURTENANCES (INCLUDING SIDEWALKS) SECURITY AGREEMENT WITH D.R. HORTON – INDIANA, LLC FOR THE VILLAGES OF HOPEWELL VALLEY SECTION SIX, IN HAMILTON TOWNSHIP, REPLACING THE CURRENT STREET AND APPURTENANCES SECURITY AGREEMENT #19-007(P/S)

WHEREAS, with Resolution #19-0884 adopted July 09, 2019, this Board entered into a security agreement with developer Hopewell Valley Development, LLC, for the installation and maintenance of certain improvements for The Villages of Hopewell Valley Section Six in the amount of \$59,982.00; and

WHEREAS, D.R. Horton – Indiana, LLC is now owner of record, recorded October 11, 2019 DN#2019-030195 and desires to provide a Surety Bond with a new Surety Company; and

WHEREAS, the Warren County Engineer's Office recommends entering into a new security agreement; and

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

## ENTER NEW SECURITY AGREEMENT

Bond Number	:	20-002 (P/S)
Development	:	The Villages of Hopewell Valley Section Six
Developer	:	D.R. Horton - Indiana, LLC
Township	:	Hamilton
Amount	:	\$59,982.00
Surety Company	:	Argonaut Insurance Company (SUR0057210)

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

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

Resolution adopted this 7<sup>th</sup> day of January 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: D.R. Horton – Indiana, LLC, 8180 Corporate Park Dr., Ste 100, Cincinnati, OH 45242  
Argonaut Insurance Co., P.O. Box 469011, San Antonio, TX 78246  
Engineer (file)  
Bond Agreement file



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

**STREETS AND APPURTENANCES  
(including Sidewalks)**

Security Agreement No.

SUR0057210 20-002(P/S)

This Agreement made and concluded at Lebanon, Ohio, by and between D.R. Horton - Indiana, LLC (1) (hereinafter the "Developer") and the Warren County Board of County Commissioners, (hereinafter the "County Commissioners"), and Argonaut Insurance Company (2) (hereinafter the "Surety").

**WITNESSETH:**

**WHEREAS**, the Developer is required to install certain improvements in The Villages of Hopewell Valley Subdivision, Section/Phase six (3) (hereinafter the "Subdivision") situated in Hamilton (4) Township, Warren County, Ohio, in accordance with the Warren County Subdivision regulations (hereinafter called the "Improvements"); and,

**WHEREAS**, it is estimated that the total cost of the Improvements is \$243,962.62, and that the Improvements that have yet to be completed and approved may be constructed in the sum of \$46,140.00; and,

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

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

1. The Developer will provide **performance security** to the County Commissioners in the sum of \$59,982.00 to secure the performance of the construction of the uncompleted or unapproved Improvements in accordance with Warren County subdivision regulations (hereinafter the Performance Obligation). If any sum greater than zero (0) is inserted herein, the **minimum performance security** shall be twenty percent (20%) of the total cost of the Improvements.

2. The County Commissioners will, upon approval of the County Engineer of all Improvements in the Subdivision, tentatively accept all Improvements.
3. The Developer shall be in default of the Performance Obligation if the construction or installation of any Improvement by the Developer is not completed within 1, 2, or 3 years <sup>AB</sup> 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 \$48,792.52 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:

D.R. Horton - Indiana, LLC

8180 Corporate Park Dr, Suite 100

Cincinnati, OH 45242

Ph. ( 513 ) 297 - 3460

D. To the Surety:

Argonaut Insurance Company

P.O. Box 469011

San Antonio, TX 78246

Ph. ( 281 ) 640 - 7912

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

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

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

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

**Original Escrow Letter (attached)**

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

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

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

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

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

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

**DEVELOPER:** D.R. Horton - Indiana, LLC

**SURETY:** Argonaut Insurance Company

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

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

SIGNATURE: Tom Curran

SIGNATURE: Dawn L. Morgan

PRINTED NAME: Tom Curran

PRINTED NAME: Dawn L. Morgan

TITLE: Division President

TITLE: Attorney-in-Fact

DATE: 12/12/19

DATE: December 9, 2019

**[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]**

IN EXECUTION WHEREOF, the Warren County Board of County Commissioners have caused this security agreement to be executed by the President of the Board, on the date stated below, pursuant to Board Resolution Number 20-0042, dated 1/7/2020

**WARREN COUNTY  
BOARD OF COUNTY COMMISSIONERS**

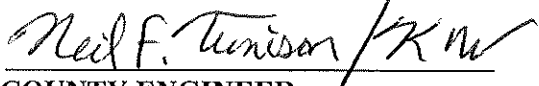
SIGNATURE: 

PRINTED NAME: David G. Young

TITLE: President

DATE: 1/7/2020

RECOMMENDED BY:

By:   
COUNTY ENGINEER

APPROVED AS TO FORM:

By:   
COUNTY PROSECUTOR

Key:

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

**Argonaut Insurance Company**  
**Deliveries Only: 225 W. Washington, 24th Floor**  
**Chicago, IL 60606**  
**United States Postal Service: P.O. Box 469011, San Antonio, TX 78246**

**POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the Argonaut Insurance Company, a Corporation duly organized and existing under the laws of the State of Illinois and having its principal office in the County of Cook, Illinois does hereby nominate, constitute and appoint:

Stephen T. Kazmer, Elaine Marcus, James I. Moore, Dawn L. Morgan, Diane M. Rubright, Jennifer J. McComb, Amy Wickett

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on its behalf as surety, and as its act and deed any and all bonds, contracts, agreements of indemnity and other undertakings in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

\$85,000,000.00

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolution adopted by the Board of Directors of Argonaut Insurance Company:

"RESOLVED, That the President, Senior Vice President, Vice President, Assistant Vice President, Secretary, Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the Company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the Argonaut Insurance Company, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, Argonaut Insurance Company has caused its official seal to be hereunto affixed and these presents to be signed by its duly authorized officer on the 8th day of May, 2017.



Argonaut Insurance Company

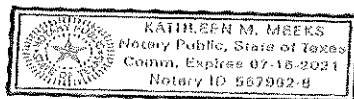
by: 

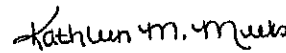
Joshua C. Betz, Senior Vice President

STATE OF TEXAS  
COUNTY OF HARRIS SS:

On this 8th day of May, 2017 A.D., before me, a Notary Public of the State of Texas, in and for the County of Harris, duly commissioned and qualified, came THE ABOVE OFFICER OF THE COMPANY, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of same, and being by me duly sworn, deposed and said that he is the officer of the said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said corporation, and that Resolution adopted by the Board of Directors of said Company, referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal at the County of Harris, the day and year first above written.




  
(Notary Public)

I, the undersigned Officer of the Argonaut Insurance Company, Illinois Corporation, do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand, and affixed the Seal of said Company, on the 9th day of December, 2019.



  
James Bluzard, Vice President-Surety

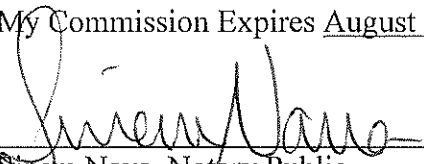


State of Illinois        }  
                                  } ss.  
County of DuPage        }

On December 9, 2019, before me, Sinem Nava, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared Dawn L. Morgan known to me to be Attorney-in-Fact of Argonaut Insurance Company the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of the said corporation, and he duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

My Commission Expires August 28, 2021

  
\_\_\_\_\_  
Sinem Nava, Notary Public



Commission No. 859777

# Resolution

Number 20-0043

Adopted Date January 07, 2020

APPROVE A STREET AND APPURTENANCES (INCLUDING SIDEWALKS) BOND RELEASE FOR HOPEWELL VALLEY DEVELOPMENT, LLC DUE TO A REPLACEMENT BOND BEING EXECUTED BY THE NEW OWNER/DEVELOPER, D.R. HORTON-INDIANA LLC, FOR THE VILLAGES OF HOPEWELL VALLEY SECTION SIX, SITUATED IN HAMILTON TOWNSHIP

BE IT RESOLVED, upon recommendation of the Warren County Engineer, to release the following bond for streets and appurtenances agreement which will be replaced by Bond #20-002 (P/S):

## BOND AND SECURITY AGREEMENT RELEASE


Bond Number	:	19-007 (P/S)
Development	:	The Villages of Hopewell Valley, Section Six
Developer	:	Hopewell Valley Development, LLC
Township	:	Hamilton
Amount	:	\$59,982.00
Surety Company	:	Developers Surety and Indemnity Company (658996S)

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

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

Resolution adopted this 7<sup>th</sup> day of January 2020.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Hopewell Valley Dev., LLC, Attn: Daniel Rolfes, PO Box 498007, Cincinnati, OH 45249  
Developers Surety and Indemnity Co., 17771 Cowan, Ste 100, Irvine, CA 92614  
Engineer (file)  
Bond Agreement file

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

# Resolution

Number 20-0044

Adopted Date January 07, 2020

ENTER INTO A NEW SIDEWALKS SECURITY AGREEMENT WITH D.R. HORTON – INDIANA, LLC FOR THE VILLAGES OF HOPEWELL VALLEY SECTION FIVE, IN HAMILTON TOWNSHIP, REPLACING THE CURRENT SIDEWALKS SECURITY AGREEMENT #17-026(S)

WHEREAS, with Resolution #17-1956 adopted December 12, 2017, this Board entered into a security agreement with developer Hopewell Valley Development, LLC, for the installation and maintenance of certain improvements including sidewalks for The Villages of Hopewell Valley, Section Five in the amount of \$43,497.42; and

WHEREAS, D.R. Horton – Indiana, LLC is now owner of record, recorded October 11, 2019 DN#2019-030195 and desires to provide a Surety Bond with a new Surety Company; and

WHEREAS, the Warren County Engineer’s Office recommends entering into a new security agreement; and

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

ENTER NEW SECURITY AGREEMENT

Bond Number	:	20-001 (S)
Development	:	The Villages of Hopewell Valley, Section Five
Developer	:	D.R. Horton – Indiana, LLC
Township	:	Hamilton
Amount	:	\$43,497.42
Surety Company	:	Argonaut Insurance Company (SUR0057211)

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

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

Resolution adopted this 7<sup>th</sup> day of January 2020.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: D.R. Horton – Indiana, LLC, 8180 Corporate Park Dr., Ste 100, Cincinnati, OH 45242  
Argonaut Insurance Co., P.O. Box 469011, San Antonio, TX 78246  
Engineer (file)  
Bond Agreement file

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

**SIDEWALKS**

Security Agreement No.

SUR0057211 20-001(S)

This Agreement made and concluded at Lebanon, Ohio, by and between D.R. Horton - Indiana, LLC (1) (hereinafter the "Developer") and the Warren County Board of County Commissioners, (hereinafter the "County Commissioners"), and Argonaut Insurance Company (2) (hereinafter the "Surety").

**WITNESSETH:**

**WHEREAS**, the Developer is required to install certain Sidewalks in The Villages of Hopewell Valley Subdivision, Section/Phase five (3) (hereinafter the "Subdivision") situated in Hamilton (4) Township, Warren County, Ohio, in accordance with the Warren County Subdivision regulations (hereinafter the "Sidewalks"); and,

**WHEREAS**, it is estimated that the total cost of the Sidewalks is \$33,459.55 and that the Sidewalks that have yet to be completed and approved may be constructed in the sum of \$33,459.55; 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 Sidewalks to secure the performance of the construction of uncompleted or unapproved Sidewalks 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 Sidewalks after the completion of the Sidewalks and their tentative acceptance by the County Commissioners to secure the performance of all maintenance upon the Sidewalks as may be required between the completion and tentative acceptance of the Sidewalks 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 \$43,497.42 to secure the performance of the construction of the uncompleted or unapproved Sidewalks 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 Sidewalks.

2. The County Commissioners will, upon approval of the County Engineer of all Sidewalks in the Subdivision, tentatively accept all Sidewalks.
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 ~~12. of 3~~ <sup>A</sup> years ~~AB~~ from the date of the execution of this agreement, as determined by the County Engineer. The same shall apply whenever construction of the Sidewalks 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 Sidewalks 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 Sidewalks, 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 Sidewalks 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 Sidewalks in accordance with Warren County subdivision regulations and that upon the Sidewalks 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 \$6,691.91 to secure the performance of all maintenance upon the Sidewalks 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 Sidewalks as set forth above.

7. The Developer, upon being notified by the County Engineer of the maintenance required upon the Sidewalks 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 Sidewalks 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 Sidewalks, 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 Sidewalks 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 Sidewalks 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 Sidewalks by the County Commissioners and upon satisfactory completion of any required maintenance upon the Sidewalks to bring the Sidewalks into compliance with Warren County subdivision regulations, the County Commissioners hereby agree to release the maintenance security and give final acceptance to the Sidewalks. The Developer shall request, in writing directed to the County Engineer, a final inspection of the Sidewalks 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 & 4 or 8 & 9 hereof, Developer shall make available to the County Commissioners all plans, specifications and drawing relating to the Sidewalks 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 Sidewalks or the performance of maintenance upon the same in the case of default pursuant to Items 3 & 4 or 8 & 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's Office  
Attn: County Engineer  
105 Markey Road  
Lebanon, OH 45036  
Ph. (513) 695-3336

C. To the Developer:

D.R. Horton - Indiana, LLC

8180 Corporate Park Dr, Suite 100

Cincinnati, OH 45242

Ph. ( 513 ) 297 - 3460

D. To the Surety:

Argonaut Insurance Company

P.O. Box 469011

San Antonio, TX 78246

Ph. ( 281 ) 640 - 7912

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

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

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

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

**Original Escrow Letter (attached)**

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

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

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

16. **In the event that Surety shall fail to make funds available to the County Commissioners in accordance with Paragraphs 4 or 9, as applicable, within thirty (30) days after notification of default, then amounts due from Surety 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:** D.R. Horton - Indiana, LLC

**SURETY:** Argonaut Insurance Company

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

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

SIGNATURE: Tom Curran

SIGNATURE: Dawn L. Morgan

PRINTED NAME: Tom Curran

PRINTED NAME: Dawn L. Morgan

TITLE: Division President

TITLE: Attorney-in-Fact

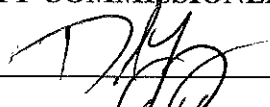
DATE: 12/12/19

DATE: December 9, 2019

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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 20-0044, dated 1/7/2020

WARREN COUNTY  
BOARD OF COUNTY COMMISSIONERS

SIGNATURE: 

PRINTED NAME: David G Young

TITLE: President

DATE: 1/7/2020

RECOMMENDED BY:

By:   
COUNTY ENGINEER

APPROVED AS TO FORM:

By:   
COUNTY PROSECUTOR

Key:

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

**Argonaut Insurance Company**  
**Deliveries Only: 225 W. Washington, 24th Floor**  
**Chicago, IL 60606**  
**United States Postal Service: P.O. Box 469011, San Antonio, TX 78246**

**POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the Argonaut Insurance Company, a Corporation duly organized and existing under the laws of the State of Illinois and having its principal office in the County of Cook, Illinois does hereby nominate, constitute and appoint:

Stephen T. Kazmer, Elaine Marcus, James I. Moore, Dawn L. Morgan, Diane M. Rubright, Jennifer J. McComb, Amy Wickett

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on its behalf as surety, and as its act and deed any and all bonds, contracts, agreements of indemnity and other undertakings in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

\$85,000,000.00


This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolution adopted by the Board of Directors of Argonaut Insurance Company:

"RESOLVED, That the President, Senior Vice President, Vice President, Assistant Vice President, Secretary, Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the Company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the Argonaut Insurance Company, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, Argonaut Insurance Company has caused its official seal to be hereunto affixed and these presents to be signed by its duly authorized officer on the 8th day of May, 2017.



Argonaut Insurance Company

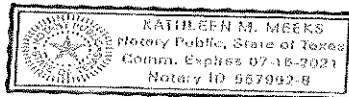
by: 

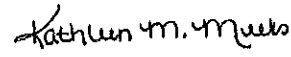
Joshua C. Betz, Senior Vice President

STATE OF TEXAS  
COUNTY OF HARRIS SS:

On this 8th day of May, 2017 A.D., before me, a Notary Public of the State of Texas, in and for the County of Harris, duly commissioned and qualified, came THE ABOVE OFFICER OF THE COMPANY, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of same, and being by me duly sworn, deposed and said that he is the officer of the said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said corporation, and that Resolution adopted by the Board of Directors of said Company, referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal at the County of Harris, the day and year first above written.




  
(Notary Public)

I, the undersigned Officer of the Argonaut Insurance Company, Illinois Corporation, do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand, and affixed the Seal of said Company, on the 9th day of December, 2019.



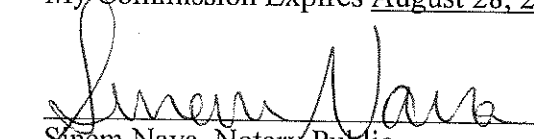
  
James Bluzard, Vice President-Surety

State of Illinois        }  
                                  } ss.  
County of DuPage        }

On December 9, 2019, before me, Sinem Nava, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared Dawn L. Morgan known to me to be Attorney-in-Fact of Argonaut Insurance Company the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of the said corporation, and he duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

My Commission Expires August 28, 2021

  
Sinem Nava, Notary Public

Commission No. 859777



# Resolution

Number 20-0045

Adopted Date January 07, 2020

APPROVE A SIDEWALK BOND RELEASE FOR HOPEWELL VALLEY DEVELOPMENT, LLC DUE TO A REPLACEMENT BOND BEING EXECUTED BY THE NEW OWNER/DEVELOPER, D.R. HORTON-INDIANA LLC, FOR THE VILLAGES OF HOPEWELL VALLEY SECTION FIVE, SITUATED IN HAMILTON TOWNSHIP

BE IT RESOLVED, upon recommendation of the Warren County Engineer, to release the following bond for sidewalk agreement which will be replaced by Bond #20-001 (S):

## BOND AND SECURITY AGREEMENT RELEASE

Bond Number	:	17-026 (S)
Development	:	The Villages of Hopewell Valley Section Five
Developer	:	Hopewell Valley Development, LLC
Township	:	Hamilton
Amount	:	\$43,497.42
Surety Company	:	Cincinnati Insurance Company (B1247744)

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

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 7<sup>th</sup> day of January 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Hopewell Valley Dev., LLC, Attn: Daniel Rolfes, 1252 Goshen Pike, Milford, OH 45150  
Cincinnati Insurance Co, 6200 South Gilmore Road, Fairfield, OH 45014  
Engineer (file)  
Bond Agreement file

# Resolution

Number 20-0046

Adopted Date January 07, 2020

APPROVE BOND REDUCTION FOR PRUS PROPERTIES, LLC FOR COMPLETION OF IMPROVEMENTS IN THE VILLAGES OF CLASSICWAY SECTION 5 SITUATED IN HAMILTON TOWNSHIP

BE IT RESOLVED to approve the following bond reduction upon recommendation of the Warren County Soil and Water Conservation District:

## EROSION CONTROL PERFORMANCE BOND REDUCTION

Bond Number	:	N/A
Development	:	The Villages of Classicway, Section 5
Developer	:	Prus Properties, LLC
Township	:	Hamilton
Amount	:	\$27,500
Surety Company	:	Ohio Farmers Insurance Co. #7879343

BE IT FURTHER RESOLVED, the original amount of the bond was \$32,500.00 and now after the above reduction the new required bond amount is \$5,000.00

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

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

Resolution adopted this 7<sup>th</sup> day of January 2020.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Developer  
Surety Co.  
Soil & Water (file)  
Bond Agreement file

# Resolution

Number 20-0047

Adopted Date January 07, 2020

APPROVE A STREET AND APPURTENANCES (INCLUDING SIDEWALKS) BOND RELEASE FOR FISCHER DEVELOPMENT COMPANY, FOR COMPLETION OF IMPROVEMENTS IN MIAMI BLUFFS SECTION FIFTEEN SITUATED IN HAMILTON TOWNSHIP

BE IT RESOLVED, upon recommendation of the Warren County Engineer, to approve the following street and appurtenances bond release:

## BOND RELEASE

Bond Number	:	15-004 (P/S-M)
Development	:	Miami Bluffs Section Fifteen
Developer	:	Fischer Development Company
Township	:	Hamilton
Amount	:	\$34,203.84
Surety Company	:	Westchester Fire Insurance Company (K09133471)

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

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

Resolution adopted this 7<sup>th</sup> day of January 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Fischer Dev. Co., David Stroup, 3940 Olympic Blvd., Ste 100, Erlanger, KY 41018  
Westchester Fire Insurance Co., 524 West Monroe St., Ste 700, Chicago, IL 60661  
Engineer (file)  
Bond Agreement file

# Resolution

Number 20-0048

Adopted Date January 07, 2020

APPROVE INDIAN BLUFFS DRIVE AND BLUFFTON TERRACE DRIVE IN MIAMI BLUFFS SECTION FIFTEEN FOR PUBLIC MAINTENANCE BY HAMILTON TOWNSHIP

WHEREAS, the Warren County Engineer has verified that Indian Bluffs Drive and Bluffton Terrace Drive has been constructed in compliance with the approved plans and specifications; and

Street Number	Street Name	Street Width	Street Mileage
1484-T	Indian Bluffs Drive	0'-29'-0"	0.032
1485-T	Bluffton Terrace Drive	0'-29'-0"	0.054

NOW THEREFORE BE IT RESOLVED, to accept the above street name for public maintenance by Hamilton Township; and

BE IT FURTHER RESOLVED, that the Clerk of the Board of Commissioners certify a copy of this resolution to the County Engineer, Warren County, Ohio.

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

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

Resolution adopted this 7<sup>th</sup> day of January 2020.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Map Room (Certified copy)  
Township Trustees  
Ohio Department of Transportation  
Engineer (file)  
Developer  
Bond Agreement file









## HAMILTON TOWNSHIP

### HAMILTON TOWNSHIP ADMINISTRATION

Darryl Cordrey – *Board Chair*

Joe Walker – *Trustee*

Joe Rozzi – *Trustee*

James Hunter- *Fiscal Officer*

7780 South State Route 48  
Maineville, Ohio 45039  
Phone: (513) 683-8520  
Fax: (513) 683-4325

#### Township Administrator

Brent Centers  
(513) 239-2372

#### Finance Coordinator

Ellen Horman  
Phone: (513) 239-2377

#### Human Resources

Kellie Krieger  
Phone: (513) 239-2461

#### Economic Development and Zoning

Alex Kraemer  
Phone: (513) 683-8520

#### Public Works

Kenny Hickey – Director  
Phone: (513) 683-5360

#### Police Department

Scott Hughes – Police Chief

7780 South State Route 48  
Maineville, Ohio 45039  
Phone: (513) 683-0538

#### Fire and Emergency Services

Brian Reese – Fire Chief

69 West Foster-Maineville Rd.  
Maineville, Ohio 45039  
Phone: (513) 683-1622  
(513) 899-1967

12/30/2019

Warren County Engineers Office  
c/o Jason Fisher/Tabitha Ryan  
105 Markey Road  
Lebanon, Ohio 45036

Dear Mr. Fisher/Ms. Ryan,

Hamilton Township does hereby accept the roads for maintenance within the following development, based upon your letter stating that all items compiled in the punch list have been taken care of. After the final inspection by your office and our Public Works Director; it has been found to be in compliance with all requirements, set forth by the County Engineer's Office and Hamilton Township's Public Works Director, along with the approval of the Board of Trustees per Resolution 19-1204.

This would include, Miami Bluffs, Section Fifteen, that has been required to be released by your department, in the unincorporated area of Hamilton Township.

If you have any questions feel free to contact the office.

Sincerely,

Kenny Hickey  
Hamilton Township  
Assistant Administrator/Public Works Director

The Board of Trustees of Hamilton Township, County of Warren, Ohio, met at a regular session at 6:30 p.m. on December 4, 2019, at Hamilton Township, Warren County, Ohio, with the following Trustees present:

Darryl Cordrey - Trustee, *Board Chair*  
Joe Walker - Trustee, *Vice Chair*  
Joseph P. Rozzi - Trustee

Mr. Cordrey introduced the following resolution and moved its adoption:

**HAMILTON TOWNSHIP, WARREN COUNTY OHIO  
RESOLUTION NUMBER 19-1204**

**A RESOLUTION ACCEPTING PUBLIC STREETS FOR MAINTENANCE AND  
SETTING SPEED LIMITS ON SECTION FIFTEEN, IN THE MIAMI BLUFFS  
SUBDIVISION, HAMILTON TOWNSHIP, DISPENSING WITH THE SECOND  
READING AND DECLARING AN EMERGENCY**

**WHEREAS**, Warren County Commissioners have accepted the following streets in the Miami Bluffs subdivision and approved them for maintenance by Hamilton Township and Hamilton Township is accepting the same for maintenance Section Fifteen (15) shown on the attached Exhibit A.

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Township Trustees of Hamilton Township, Warren County, Ohio:

- SECTION 1.** Hamilton Township accepts Section Fifteen as shown on the attached Exhibit A of the Miami Bluffs subdivision for maintenance.
- SECTION 2.** The speed limit in Section Fifteen (15) of the Miami Bluffs subdivision, Hamilton Township is hereby established at twenty-five (25) miles per hour.
- SECTION 3.** The Trustees of Hamilton Township, upon majority vote, do hereby dispense with the requirement that this Resolution be read on two separate days, and hereby authorize the adoption of this Resolution upon its first reading.
- SECTION 4.** This Resolution is hereby declared an emergency measure necessary for the immediate preservation of the peace, health, safety and welfare of Hamilton Township. The reason for the emergency is to provide for an immediate establishment of a safe speed limit.
- SECTION 5.** This Resolution shall take effect on the earliest date allowed by law.

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

# Resolution

Number 19-0049

Adopted Date January 07, 2020

## APPROVE VARIOUS RECORD PLATS

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

- Shawhan Trails Phase One Revision A – Union Township
- Tara Estates No. 3 Phase 2 Reserve Area A Revision – Franklin Township
- Robbins Subdivision Revision 1 – Deerfield Township

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

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

Resolution adopted this 7<sup>th</sup> day of January 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Plat File  
RPC

# Resolution

Number 20-0050

Adopted Date January 07, 2020

APPROVE AN OPERATIONAL TRANSFER FROM COMMISSIONERS FUND #11011112  
INTO CRIME VICTIM/WITNESS FUND #2245

WHEREAS, the Prosecutor's Office has requested that their 2019 local contribution be transferred into their Crime Victim/Witness Fund #2245; and

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

\$22,000.15 from #11011112-5703 (Commissioners - Other County Agencies)  
into #2245 -22452493-AAREVNUE -4900(Crime Victim/Witness - Transfers)

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


Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 7<sup>th</sup> day of January 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor   
Operational Transfer file  
Prosecutor (file)  
OMB

BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO

# Resolution

Number 20-0051

Adopted Date January 07, 2020

APPROVE OPERATING TRANSFERS FROM SEWER 5580 (SURPLUS) INTO 5575 SEWER REVENUE PROJECTS

WHEREAS, it has previously been determined that all of the projects in Fund 5575 are going to be financed fully or partially through sewer revenue funds (surplus); and

WHEREAS, a portion of those funds are necessary to pay current and anticipated obligations within Fund 5575; and

NOW THEREFORE BE IT RESOLVED, to approve the following Operating Transfers:


\$373,938.54	from	#E-55803319-AAEXPENSE-55803319-5997	(Operational Transfers)
	into	#F-55753380-AAREVENUE-5575-49000	(Waynesville Regional WWTP Project)
\$61,516.00	from	#E-55803319-AAEXPENSE-55803319-5997	(Operational Transfers)
	into	#F-55753381-AAREVENUE-5575-49000	(Simpson Creek & Bear Run Lift Station Project)
\$2,000,000	from	#E-55803319-AAEXPENSE-55803319-5997	(Operational Transfers)
	into	#F-55753383-AAREVENUE-5575-49000	(LLMWWTP Maintenance Building Project)

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

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

Resolution adopted this 7<sup>th</sup> day of January 2020.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

mbz

cc: Auditor   
Operational Transfer file  
Water/Sewer (File)

# Resolution

Number 20-0052

Adopted Date January 07, 2020

APPROVE SUPPLEMENTAL APPROPRIATION INTO SEWER REVENUE FUND 5580

WHEREAS, the Water and Sewer Department is paying Indirect Costs charges with 2020 appropriations that were initially budgeted be paid with 2019 appropriations; and

WHEREAS, a supplemental appropriation is necessary to accommodate said transaction; and

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

\$ 378,045.00            into            55803300-5499 (Indirect Costs)

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

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 7<sup>th</sup> day of January 2020.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

mbz

cc: Auditor   
Supplemental App. file  
Water/Sewer (file)



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

# Resolution

Number 20-0053

Adopted Date January 07, 2020

APPROVE SUPPLEMENTAL APPROPRIATION INTO WATER REVENUE FUND 5510

WHEREAS, the Water and Sewer Department is paying Indirect Costs charges with 2020 appropriations that were initially budgeted be paid with 2019 appropriations; and

WHEREAS, a supplemental appropriation is necessary to accommodate said transaction; and

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

\$ 352,790.00            into    55103200-5499            (Indirect Costs)

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

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 7<sup>th</sup> day of January 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

mbz

cc: Auditor              
Supplemental App. file  
Water/Sewer (file)

# Resolution

Number 20-0054

Adopted Date January 07, 2020

APPROVE APPROPRIATION ADJUSTMENTS FROM COMMISSIONERS GENERAL FUND #11011110 INTO EMERGENCY SERVICES FUND #11012850

BE IT RESOLVED, to approve the following appropriation adjustments from Commissioners Fund #11011110 into Emergency Services Fund #11012850 in order to process a sick and vacation leave payout for Bradley Edrington former employee of Emergency Services:

\$3,644.00 from #11011110-5881 (Commissioners – Sick Leave Payout)  
into #11012850-5881 (Emergency Services – Sick Leave Payout)

\$5,514.00 from #11011110-5882 (Commissioners - Vacation Leave Payout)  
into #11012850-5882 (Emergency Services - Vacation Leave Payout)

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

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 7<sup>th</sup> day of January 2020.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Auditor   
Appropriation Adjustment file  
Emergency Services (file)  
OMB

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

# Resolution

Number 20-0055

Adopted Date January 07, 2020

APPROVE AN APPROPRIATION ADJUSTMENT WITHIN PROSECUTOR FUND  
11011150

BE IT RESOLVED, to approve the following appropriation adjustments:

\$500.00	from #11011150-5400	(Genl Pros Purchased Services)
	into #11011150-5911	(Non Taxable Meal Fringe)
\$200.00	from #11011150-5400	(Genl Pros Purchased Services)
	into #11011150-5922	(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 – yea  
Mr. Young – yea  
Mrs. Jones – yea

Resolution adopted this 7<sup>th</sup> day of January 2020.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

MRB/

cc: Auditor ✓  
Appropriation Adjustment file  
Prosecutor (file)

BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO

# Resolution

Number 20-0056

Adopted Date January 07, 2020

APPROVE AN APPROPRIATION ADJUSTMENT WITHIN PROSECUTOR FUND  
11011150

BE IT RESOLVED, to approve the following appropriation adjustment in order to process a vacation payout for Lauren May, former employee of the Prosecutor's Office:

\$1,350.00 from #11011150-5102 (Genl Pros Regular Salaries)  
into #11011150-5882 (Genl Pros Vacation Leave Payout)

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

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 7<sup>th</sup> day of January 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

MRB/

cc: Auditor   
Appropriation Adjustment file  
Prosecutor (file)  
OMB

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

# Resolution

Number 20-0057

Adopted Date January 07, 2020

APPROVE APPROPRIATION ADJUSTMENT WITHIN THE BUILDING AND ZONING  
DEPARTMENT FUND #11012300

BE IT RESOLVED, to approve the following appropriation adjustment:

\$151.35      from #11012300-5910      (Other Expense)  
                 into #11012300-5317      (Non Capital Purchases)

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

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

Resolution adopted this 7<sup>th</sup> day of January 2020.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Tina Osborne, Clerk

cc: Auditor   
Appropriation Adjustment file  
Building/Zoning (file)

# Resolution

Number 20-0058

Adopted Date January 07, 2020

APPROVE APPROPRIATION ADJUSTMENT WITHIN CHILDREN SERVICES FUND  
#2273

BE IT RESOLVED, to approve the following appropriation adjustment to process a vacation leave payout for former employee of Children Services, Brittney Yosts:

\$940.00	from	#22735100-5102	(Regular Salaries)
	into	#22735100-5882	(Accum. Vacation Payout)

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

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

Resolution adopted this 7<sup>th</sup> day of January 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

jc/

cc:

Auditor ✓  
Appropriation Adj. file  
Children Services (file)  
OMB

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

# Resolution

Number 20-0059

Adopted Date January 07, 2020

APPROVE APPROPRIATION ADJUSTMENT WITHIN TRANSIT FUND #2299

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


\$200.00	from	#22997000-5410	(Contracts BOCC Approved)
	into	#22997000-5922	(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 – yea  
Mr. Young – yea  
Mrs. Jones – yea

Resolution adopted this 7<sup>th</sup> day of January 2020.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

/sm

cc: Auditor   
Appropriation Adj. file  
Transit (file)

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

# Resolution

Number 20-0060

Adopted Date January 07, 2020

APPROVE APPROPRIATION ADJUSTMENT WITHIN TRANSIT FUND #2299

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


\$5,000.00      from    #22997000-5410      (BOCC Approved Contracts)  
                         into    #22997000-5400      (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 – yea  
Mr. Young – yea  
Mrs. Jones – yea

Resolution adopted this 7<sup>th</sup> day of January 2020.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

/sm

cc: Auditor              
Appropriation Adj. file  
Transit (file)



# Resolution

Number 20-0061

Adopted Date January 07, 2020

ENTER INTO CONTRACT WITH QUEEN CITY MECHANICALS, INC. FOR THE CARLISLE AREA LIFT STATION UPGRADES – PHASE I – FAIRVIEW AND JILL LIFT STATIONS PROJECT

WHEREAS, pursuant to Resolution 19-1673, adopted December 10, 2019 this Board approved a Notice of Intent to Award Bid for the Carlisle Area Lift Station Upgrades – Phase I – Fairview and Jill Lift Stations Project to Queen City Mechanicals, Inc. for a total bid price of \$99,700.00; and

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

NOW THEREFORE BE IT RESOLVED, to enter into contract with Queen City Mechanicals, Inc., 150 Waycross Road, Cincinnati, Ohio 45240 for a total contract price of \$99,700.00; as attached hereto and made a part hereof.

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

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

Resolution adopted this 7th day of January 2020.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

lkl\

cc: c/a—Queen City Mechanicals, Inc.  
Water/Sewer (file)  
OMB Bid file

**SECTION 00400 - CONTRACT**

THIS AGREEMENT, made this 7 day of January, <sup>2020</sup>2019, with the Warren County Board of Commissioners, 406 Justice Drive, Lebanon, Ohio, hereinafter called "Owner" and **Queen City Mechanicals, Inc., 150 Waycross Road, Cincinnati, Ohio 45240** doing businesses as (an individual, partner, a corporation) hereinafter called "Contractor."

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

**CARLISLE AREA LIFT STATION UPGRADES – PHASE I  
FAIRVIEW AND JILL LIFT STATIONS**

hereinafter called the project, for the sum of **\$99,700.00 (Ninety nine thousand, seven hundred dollars)**, and all work in connection therewith, under the terms as stated in the Conditions of the Contract; and as his (its or their) own proper cost and expense furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, Conditions of the Contract, the Specifications and Contract Documents. "Contract Documents" means and includes the following:

ADDENDUMS

VOLUME I

SECTION 00040 - INVITATION TO BIDDERS

SECTION 00100 – BID PROPOSAL

SECTION 00120 - EXCEPTION SHEET

SECTION 00130 - BIDDER IDENTIFICATION

SECTION 00200 - GENERAL INSTRUCTIONS TO BIDDERS

SECTION 00220 - NONCOLLUSION AFFIDAVIT

SECTION 00240 - BONDING AND INSURANCE REQUIREMENTS

SECTION 00260 - BID GUARANTY AND CONTRACT BOND

SECTION 00280 - PERFORMANCE BOND

SECTION 00300 - EXPERIENCE STATEMENT

SECTION 00320 - AFFIDAVIT OF NON-DELINQUENCY OF REAL AND/OR  
PERSONAL PROPERTY TAX

SECTION 00340 - EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS, BID  
CONDITIONS, NON-DISCRIMINATION, AND EQUAL  
EMPLOYMENT OPPORTUNITY AFFIDAVIT

SECTION 00360 - FINDINGS FOR RECOVERY AFFIDAVIT

SECTION 00400 - CONTRACT

SECTION 00500 - WAGE RATE DETERMINATION

SECTION 00700 - GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

SECTION 00730 - TECHNICAL SPECIFICATIONS

CONTRACTOR hereby agrees to commence work under this contract on or before a date to be specified in a Written "Notice to Proceed" of the OWNER and shall complete all work within the following requirements:

- a. Substantial completion shall be within 90 days from Notice to Proceed.
- b. Final completion, site restoration work complete, and Contract Closeout shall be within 120 days from Notice to Proceed.

Contractor also agrees to pay as liquidated damages, the sum of \$200.00 for each consecutive calendar day thereafter.

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

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

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

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

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

This Contract shall be construed under the laws of the State of Ohio, and the parties hereby stipulate to the venue for any and all claims, disputes, interpretations, litigation of any kind arising out of this Contract being exclusively in the Warren County, Ohio Court of Common Pleas (unless both parties mutually agree in writing to alternate dispute resolution), as well as waiving any right to bring or remove such matters in or to any other state or federal court.

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

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

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

WARREN COUNTY BOARD OF COMMISSIONERS  
(Owner)

\_\_\_\_\_  
Shannon Jones, President

ATTEST:

\_\_\_\_\_  
David G. Young

\_\_\_\_\_  
Name Laura Lander

\_\_\_\_\_  
Tom Grossmann

(Seal)

ATTEST:

QUEEN CITY MECHANICALS, INC.  
(Contractor)

By: \_\_\_\_\_  
Name  
President  
Title

Approved as to Form:

\_\_\_\_\_  
Assistant Prosecutor

# Resolution

Number 20-0062

Adopted Date January 07, 2020

APPROVE REZONING APPLICATION OF DANIEL JONES, AGENT FOR COLLEEN JONES, OWNER OF RECORD, TO REZONE 10 ACRES FROM SINGLE FAMILY RESIDENCE "R-1B" TO PLANNED UNIT DEVELOPMENT "PUD" IN TURTLECREEK TOWNSHIP

WHEREAS, this Board met this 7<sup>th</sup> day of January 2020, for a public hearing to consider the rezoning application of Daniel Jones, Agent for Colleen Jones, Owner of Record, to rezone approximately 10 acres located at located at 2206 Drake Road in Turtlecreek Township from Single Family Residence "R-1B" to Planned Unit Development "PUD"; and

WHEREAS, this Board has considered the recommendation of the Regional Planning Commission Executive Committee and the Rural Zoning Commission and all those present to speak in favor of said application with no one present to speak in opposition; and

NOW THEREFORE BE IT RESOLVED, to approve the rezoning application of Daniel Jones, Agent for Colleen Jones, Owner of Record, to rezone approximately 10 acres located at located at 2206 Drake Road in Turtlecreek Township from Single Family Residence "R-1B" to Planned Unit Development "PUD" subject to the following conditions:

1. All plans and proposals of the applicant shall be made conditions of approval, unless modified by one of the following conditions.
2. Compliance with the Warren County Rural Zoning Code which is in effect at the time of issuance of any Zoning Permit so long as the underlining district provisions do not conflict with the intent of the PUD, the Warren County Subdivision Regulations, and the PUD Stage 1 approval conditions.
3. Compliance with the standards for wedding and event facilities outlined in section: 3.206.17 of the Warren County Rural Zoning Code.
4. The applicant submits a stormwater management plan approved by the Warren County Engineer's Office prior to PUD Stage 3.
5. Submit a detailed site plan showing the amount of parking, lighting, and signage at PUD Stage 2.
6. Landscaping shall be proposed and approved at Stage 2 Preliminary Site Plan.
7. The public roadway design receives approval by the Warren County Engineer's Office prior to the approval of PUD Stage 3. The Engineer's Office shall determine if a traffic impact analysis is necessary. If a traffic impact analysis is required, it shall be done prior to PUD Stage 3.

RESOLUTION#20-0062  
JANUARY 07, 2020  
PAGE 2

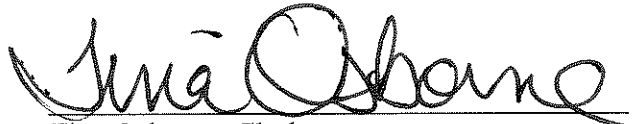
8. The 10 acre subject parcel is subdivided from the parent tract (09263000230) prior to PUD Stage 2 and the PUD Zoning applies to only the 10 acre tract.
9. Wedding and Event Facilities are allowed as a permitted use.

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

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

Resolution adopted this 7<sup>th</sup> day of January 2020.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

/to

cc: RPC  
RZC  
Rezoning file  
Applicant  
Township Trustees

# Resolution

Number 20-0063

Adopted Date January 7, 2020

APPROVE THE ROAD NAME CHANGE OF MINTWOOD ROAD IN CLEARCREEK TO ROTHSCHILD COURT

WHEREAS, this Board met this 7<sup>th</sup> day of January 2020 to consider a request for a road name change from Mintwood Road to Rothschild Court in Soraya Farms, Section 3, Section 4 and Section 5, Clearcreek Township; and

WHEREAS, this Board has considered the recommendation from the Warren County Engineer, Tax Map Department and all those present to speak in favor of the road name change with no persons present to speak in opposition; and

NOW THEREFORE BE IT RESOLVED, to approve the road name change of Mintwood Road to Rothschild Court in Soraya Farms, Section 3, Section 4 and Section 5, in Clearcreek Township further described in Exhibit A as attached hereto and made a part hereof.

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

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

Resolution adopted this 7<sup>th</sup> day of January 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Property Owners  
Clearcreek Township  
Engineer (file) (certified)  
Road Name Change file  
Auditor (certified)  
Dispatch  
GIS  
Sheriff's Office  
Recorder (certified)  
Map Room

"Exhibit A"



Tx:4381859

LINDA ODA  
WARREN COUNTY RECORDER  
2019-032511

AFFIDAVIT  
10/30/2019 09:04:51 AM  
REC FEE: 50.00 PGS: 4  
PIN:

TRANSFER NOT NECESSARY  
MATT NOLAN, AUDITOR  
WARREN COUNTY, OHIO

OCT 30 2019

MATT NOLAN  
AUDITOR, WARREN CO. OHIO

STATEMENT OF AFFIDAVIT

State of Ohio  
County of Warren

Before me, the undersigned Notary, Shery Oakes on this 29 day of October 2019  
Personally, appeared Shery Oakes, known to me to be a credible person and of lawful age, who being by  
me first duly sworn, on her oath, deposes and says:

1. That at the insistence of the Clearcreek Township Trustees, the Clearcreek Township Zoning Commission and the Warren County Engineer's office, Mintwood Road located in Soraya Farms, Section 3 (Plat Book 88, Page 99) and Section 4 (Plat Book 94, Page 93) and Section 5 (Plat Book 98, Page 18) shall be re-named Rothschild Court.
2. The change was requested as the proposed connection to the existing Mintwood Road as shown on the record plat of Centerville Forest, Section Two and recorded in Plat Book 3, Page 307 was terminated at the request of the Clearcreek Township Trustees and Clearcreek Township Zoning Commission and a re-design of the proposed Soraya Section 6 was required.
3. This Affidavit it to change the Name of the aforementioned Mintwood Road as dedicated in Soraya Farms to Rothschild Court.

Shery Oakes  
Shery Oakes (Signature)

Shery Oakes  
8534 Yankee Street  
Dayton, OH 45458

Subscribed Before Me, this 29<sup>th</sup> Day of October, 2019

Gail M Perkins  
Notary Signature

Gail M. Perkins  
Notary Name



GAIL M PERKINS, Notary Public  
In and for the State of Ohio  
My Commission Expires Sept. 11, 2021

Notary Public

My Commission Expires: 9/11, 2021



**ADJOINING PARCELS:**

**Soraya Farms, Section Three**

Situate in Section 27, Town 3, Range 5 M.Rs., Clearcreek Township, Warren County, Ohio and being all of Reserve Lot 59 and Lot 70, 71 and 86 as shown on the Record Plat of Soraya Farms, Section Three as recorded in Plat Book 88, Page 99.

**Soraya Farms, Section Four**

Situate in Section 27, Town 3, Range 5 M.Rs., Clearcreek Township, Warren County, Ohio and being all of lot 87, and lots 102-105 as shown on the Record Plat of Soraya Farms, Section Four as recorded in Plat Book 94, Page 93.

**Soraya Farms, Section Five**

Situate in Section 27, Town 3, Range 5 M.Rs., Clearcreek Township, Warren County, Ohio and being all of lot 106 and lots 121-125, as shown on the Record Plat of Soraya Farms, Section Five as recorded in Plat Book 98, Page 18.

**Soraya Farms, Lifestyle Community, Section Four**

Situate in Section 27, Town 3, Range 5 M.Rs., Clearcreek Township, Warren County, Ohio and being all of Reserve Lot 122, as shown on the Record Plat of Soraya Farms, Lifestyle Community, Section Four as recorded in Plat Book 96, Page 16.

**LEGAL DESCRIPTION AS DESCRIBED IN O.R. 2687, PAGE 240**

Situate in the Township of Clearcreek, County of Warren and Township of Washington, county of Montgomery, State of Ohio and being part of Section 27, Town 3, Range 5 M.Rs. being more particularly described as follows:

Beginning at and iron pin at the Northwest corner of said Section 27;

Thence North 81°23'05" East, with the north line of said Section 27, a distance of 817.99 feet to an iron pin;

Thence South 01°05'46" East, with a west line of Centerville Forest Section Two as recorded in Plat Book 3, Page 307 a distance of 1296.62 feet to an iron pin;

Thence North 89°27'17" East, with a south line of said Centerville Forest Section Two a distance of 784.31 feet to an iron pin;

Thence South 01°00'53" East with a west line of said Centerville Forest Section Two a distance of 666.31 feet to a stone;

Thence North 81°00'11" East with the south line of said Centerville Forest Section Two and the south line of Centerville Forest Section One as recorded in Plat Book 3, Page 283 a distance of 995.50 feet to an iron pin and the west right-of-way line of State Route #48;

Thence South 00°57'45" East with the west right-of-way line of State Route #48 a distance of State Route #48 a distance of 1606.88 feet to an iron pin;

Thence South 80°59'52" West a distance of 579.63 feet to an iron pin;

Thence South 00°57'45" East a distance of 1117.77 feet to an iron pin;

Thence South 79°44'31" West a distance of 1527.00 feet;

Thence South 00°57'45" East a distance of 697.00 feet to a railroad spike on the centerline of Lytle-Five Points Road and the south line of Section 27;

Thence South 79°44'31" West with the centerline of Lyle-Five Points Road and the south line of Section 27 a distance of 53.40 feet to a railroad spike;

Thence North 00°43'14" West a distance of 2764.71 feet to an Iron pin;

Thence South 80°35'54" West a distance of 471.93 feet to a stone;

Thence North 00°52'22" West a distance of 2783.13 feet to the place of beginning

Containing 179.077 Acres of which 6.80 acres are in Montgomery County and 172.277 acres are in Warren County. Subject to all legal highways, easements and restrictions of record

Less and except the following real estate:

Situate in Section 27, Town 3, Range 5 M.Rs., Washington Township, Montgomery County, Ohio and being all of the 6.8401 acre tract as conveyed to Divided Ridge Associates, LTD. An Ohio Limited Liability Company as recorded in I.R. Deed 13-046780 of the Deed Records of Montgomery County Ohio Recorder's Office, on file in Dayton, Ohio.

Soyara Farms, Section One

Situate in Section 27, Town 3, Range 5 M.Rs., Clearcreek Township, Warren County, Ohio and being all Soraya Farms, Section One as recorded in Plat Book 82, Page 44 and being the lands of Soraya Farms, LLC as recorded in Official Record 2687, Page 240 of the Warren County Recorder's Office, on File in Lebanon, Ohio. Containing 34.0903 Acres

Soraya Farms, Section Two

Situate in Section 27, Town 3, Range 5 M.Rs., Clearcreek Township, Warren County, Ohio and being all of Soraya Farms, Section Two as recorded in Plat Book 84, Page 91 and being the lands of Soraya Farms, LLC as recorded in Official Record 2687, Page 240 of the Warren County Recorder's Office, on File in Lebanon, Ohio.  
Containing 8.6762 Acres

Soraya Farms, Section Three

Situate in Section 27, Town 3, Range 5 M.Rs., Clearcreek Township, Warren County, Ohio and being all of Soraya Farms, Section Three as recorded in Plat Book 88, Page 99 and being the lands of Soraya Farms, LLC as recorded in Official Record 2687, Page 240 of the Warren County Recorder's Office, on File in Lebanon, Ohio.  
Containing 14.2228 Acres

Soraya Farms, Section Four

Situate in Section 27, Town 3, Range 5 M.Rs., Clearcreek Township, Warren County, Ohio and being all of Soraya Farms, Section Four as recorded in Plat Book 94, Page 93 and being the lands of Soraya Farms, LLC as recorded in Official Record 2687, Page 240 of the Warren County Recorder's Office, on File in Lebanon, Ohio. Containing 6.2333 Acres

Soraya Farms, Section Five

Situate in Section 27, Town 3, Range 5 M.Rs., Clearcreek Township, Warren County, Ohio and being all of Soraya Farms, Section Five as recorded in Plat Book 98, Page 18 and being the lands of Soraya Farms, LLC as recorded in Official Record 2687, Page 240 of the Warren County Recorder's Office, on File in Lebanon, Ohio. Containing 6.1303 Acres

Soraya Farms, Lifestyle Community, Section Two

Situate in Section 27, Town 3, Range 5 M.Rs., Clearcreek Township, Warren County, Ohio and being all of the Record Plat of Soraya Farms, Lifestyle Community, Section Two as recorded in Plat Book 84, Page 94 and being the lands of Soraya Farms, LLC as recorded in Official Record 2687, Page 240 of the Warren County Recorder's Office, on File in Lebanon, Ohio. Containing 1.8191 Acres

Soraya Farms, Lifestyle Community, Section Three

Situate in Section 27, Town 3, Range 5 M.Rs., Clearcreek Township, Warren County, Ohio and being all of the Record Plat of Soraya Farms, Lifestyle Community, Section Three as recorded in Plat Book 92, Page 9 and being the lands of Soraya Farms, LLC as recorded in Official Record 2687, Page 240 of the Warren County Recorder's Office, on File in Lebanon, Ohio. Containing 7.7004 Acres

**Soraya Farms, Lifestyle Community, Section Three, Revision 1**

Situate in Section 27, Town 3, Range 5 M.Rs., Clearcreek Township, Warren County, Ohio and being 0.0278 Acres of the 2.7157 Acres in the Record Plat of Soraya Farms, Lifestyle Community, Section Three, Revision 1 as recorded in Plat Book 93, Page 16 and being the lands of Soraya Farms, LLC as recorded in Official Record 2687, Page 240 of the Warren County Recorder's Office, on File in Lebanon, Ohio.

**Soraya Farms, Lifestyle Community, Section Four**

Situate in Section 27, Town 3, Range 5 M.Rs., Clearcreek Township, Warren County, Ohio and being 5.7231 Acres of the 5.7442 Acres in the Record Plat of Soraya Farms, Lifestyle Community, Section Four as recorded in Plat Book 96, Page 16 and being the lands of Soraya Farms, LLC as recorded in Official Record 2687, Page 240 of the Warren County Recorder's Office, on File in Lebanon, Ohio.

**Soraya Farms, Lifestyle Community, Section Five**

Situate in Section 27, Town 3, Range 5 M.Rs., Clearcreek Township, Warren County, Ohio and being 5.1960 Acres of the 5.2180 Acres in the Record Plat of Soraya Farms, Lifestyle Community, Section Five as recorded in Plat Book 97, Page 89 and being the lands of Soraya Farms, LLC as recorded in Official Record 2687, Page 240 of the Warren County Recorder's Office, on File in Lebanon, Ohio.

Containing a total remaining acreage of = 82.4577 Acres

**Adjoining lot Sidwell Numbers**

Sidwell Number	Lot	Plat
05-27-166-001	RL 59	SORAYA FARMS SECTION 3 (PB 88, PG99)
05-27-155-009	70	SORAYA FARMS SECTION 3 (PB 88, PG99)
05-27-155-008	71	SORAYA FARMS SECTION 3 (PB 88, PG99)
05-27-151-008	86	SORAYA FARMS SECTION 3 (PB 88, PG99)
05-27-151-009	87	SORAYA FARMS SECTION 4 (PB 94, PG93)
05-27-110-008	102	SORAYA FARMS SECTION 4 (PB 94, PG93)
05-27-176-027	103	SORAYA FARMS SECTION 4 (PB 94, PG93)
05-27-176-028	104	SORAYA FARMS SECTION 4 (PB 94, PG93)
05-27-176-029	105	SORAYA FARMS SECTION 4 (PB 94, PG93)
05-27-110-009	106	SORAYA FARMS SECTION 5 (PB 98, PG18)
05-27-105-008	121	SORAYA FARMS SECTION 5 (PB 98, PG18)
05-27-125-004	122	SORAYA FARMS SECTION 5 (PB 98, PG18)
05-27-125-003	123	SORAYA FARMS SECTION 5 (PB 98, PG18)
05-27-125-002	124	SORAYA FARMS SECTION 5 (PB 98, PG18)
05-27-125-001	125	SORAYA FARMS SECTION 5 (PB 98, PG18)
05-27-176-051	RL 122	SORAYA FARMS SECTION LIFESTYLE COM., SEC 4 (PB 96, PG 16)
05-27-300-025	REMAINDER	82.4577 ACRES

10 WCEP  
BF  
12/10/19 2B FOR ALL