

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 21-0247

Adopted Date February 23, 2021

REMOVE PROBATIONARY EMPLOYEE TRINITY REDDICK, ELIGIBILITY REFERRAL SPECIALIST I, WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, HUMAN SERVICES DIVISION

WHEREAS, Trinity Reddick, began employment with the Warren County Department of Job and Family Services, Human Services Division on August 31, 2020 subject to a 365-day probationary period; and

WHEREAS, the Director of Warren County Department of Job and Family Services, Human Services Division, has recommended said employee be terminated for failing to meet the required standards of her position; and

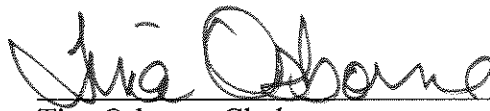
NOW THEREFORE BE IT RESOLVED, to remove Trinity Reddick from employment within the Warren County Department of Job and Family Services, Human Services Division, effective February 19, 2021.

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

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

Resolution adopted this 23rd day of February 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Human Services (file)
T. Reddick's Personnel File
OMB – Sue Spencer
Tammy Whitaker

Resolution

Number 21-0248

Adopted Date February 23, 2021

AUTHORIZE THE POSTING OF THE "ELIGIBILITY REFERRAL SPECIALIST I" 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 "Eligibility Referral Specialist I" 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 "Eligibility Referral Specialist 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 February 24, 2021.

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

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

Resolution adopted this 23rd day of February 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Human Services (file)
OMB-Sue Spencer

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 21-0249

Adopted Date February 23, 2021

CANCEL REGULARLY SCHEDULED COMMISSIONERS' MEETING OF THURSDAY,
FEBRUARY 25, 2021

BE IT RESOLVED, to cancel the regularly scheduled Commissioners' Meeting of Thursday,
February 25, 2021.

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

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

Resolution adopted this 23rd day of February 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

/tao

cc: Auditor
Commissioners file
Press

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

Resolution

Number 21-0250

Adopted Date February 23, 2021

EXTEND THE BID OPENING DATE FOR THE NEW JAIL & SHERIFF'S OFFICE FIBER & COPPER BACKBONE PROJECT

WHEREAS, this Board adopted resolution #21-0191, setting the bid date for the New Jail & Sheriff's Office Fiber & Copper Backbone Project for March 9, 2021 @ 10:00 a.m.; and

WHEREAS, Trevor Hearn, Facilities Management Director, has requested an extension in the bid opening date to allow additional time for bidders to prepare their bids; and


NOW THEREFORE BE IT RESOLVED, to extend the bid opening date for the New Jail & Sheriff's Office Fiber & Copper Backbone Project to March 23, 2021 @ 10:00 a.m.

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

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

Resolution adopted this 23rd day of February 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

KH/

cc: Facilities Management (file)
OMB Bid file

Resolution

Number 21-0251

Adopted Date February 23, 2021

GRANT A TEMPORARY RIGHT OF ENTRY AGREEMENT TO THE CITY OF LEBANON TO PERFORM DUE DILIGENCE AT THE WARREN COUNTY FAIRGROUNDS

WHEREAS, the City of Lebanon applied and was awarded funds from the State of Ohio to expand the City's Northern Bike Trail; and

WHEREAS, the Warren County Board of County Commissioners (BOCC) authorized a letter of support for the City of Lebanon's expansion of the Northern Bike Trail on the Warren County Fairgrounds (Premises); and

WHEREAS, the City of Lebanon now seeks permission from the BOCC to enter onto the Premises for the purpose of performing due diligence studies and surveys including without limitation conducting preservation/absence surveys for federally listed protected species such as the Indiana bat for purposes of developing the City Northern Bike Trail; and

WHEREAS, the City of Lebanon is in need to perform such due diligence without delay to move forward with the development of the City Northern Bike Trail project, and the parties desire to enter into an agreement for such limited purposes;

NOW THEREFORE BE IT RESOLVED, to authorize the President of the Warren County Board of County Commissioners and/or the County Administrator to enter into a Right of Entry Agreement with the City of Lebanon, as attached and made a part hereof, with the City of Lebanon to perform due diligence studies on the anticipated easement area of the Northern Bike Trail located on the Warren County Fairgrounds.

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

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

Resolution adopted this 23rd day of February 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—City of Lebanon
Commissioners' file
Martin Russell

Temporary Right of Entry Agreement

This Temporary Right of Entry Agreement (the "Agreement") is entered into on the date stated below by the Warren County Board of County Commissioners (aka Warren County, Ohio; the Board of County Commissioners of Warren County, Ohio; and, Board of Warren County Commissioners), an Ohio County and political subdivision (the "Grantor"), and the CITY OF LEBANON, an Ohio municipal corporation (the "Grantee").

WITNESSETH:

WHEREAS, Grantor is the owner of a 26.184 AC parcel of real estate [formerly a 32.184 AC parcel reduced by an off conveyance of 6.000 AC to the City of Lebanon identified as Parcel ID # 12-06-252-006] located along N. Broadway, Lebanon, OH 45036, identified as Parcel ID # 12-06-252-007 (the "Premises"), a part of which is situated in the City of Lebanon corporation identified as Parcel ID # 12-06-252-007-1/Acct. # 6154451 consisting of 10.916 AC and Parcel ID # 12-06-252-007-4/Acct. # 6152194 consisting of 1.8 AC; and a part of which is situated in Turtlecreek Township unincorporated identified as Parcel ID # 12-06-252-007-2/Acct. # 5319293 consisting of 12.898 AC and Parcel ID # 12-06-252-007-3/Acct. # 5331330 consisting of 0.57 AC; and,

WHEREAS, the Premises is contiguous to multiple other parcels of real estate owned by Grantor and collectively referred to as the County Fairgrounds; and,

WHEREAS, Grantor having provided Grantee with a letter of support for the City Northern Bike Trail project dated January 25, 2019 that indicated Grantor's support and willingness to participate in the project by granting the City an easement through the County Fairgrounds; and,

WHEREAS, Grantee now seeks permission from Grantor to enter onto the Premises for the purpose of performing due diligence studies and surveys including without limitation conducting preservation/absence surveys for federally listed protected species such as the Indiana bat for purposes of developing the City Northern Bike Trail; and,

WHEREAS, the City is in need to perform such due diligence without delay to move forward with the development of the City Northern Bike Trail project, and the parties desire to enter into this Agreement for such limited purposes.

RECITALS:

Now, therefore, in consideration of One Dollar (\$1.00), the receipt and sufficiency of which are hereby stipulated, Grantor does hereby grant a temporary *license* to Grantee, its agents, contractors and employees, to enter onto the Premises to complete

the aforementioned due diligence from the date of this Agreement for a period of 15 days.

In the event Grantee or its agents, contractors or employees while exercising the rights granted herein cause any damage to the Premises, Grantee shall be responsible for making a reasonable attempt to restore the Premises to its original condition, but not better than any pre-existing condition.

GRANTOR

IN EXECUTION WHEREOF, the Warren County Board of County Commissioners, the Grantor herein, has caused this Agreement to be executed by its President or Vice-President, on the date stated below, in accordance with Resolution No. 21-0251 dated 2/23/2021

SIGNATURE: [Signature]
NAME: Tom Grossmann
TITLE: Vice President
DATE: 2/23/21

Prepared and approved as to form by:

By: [Signature]
Bruce A. McGary, Asst. Pros.
Date: 2/23/21

GRANTEE

IN EXECUTION WHEREOF, the City of Lebanon, the Grantee herein, has caused this instrument to be executed by its City Manager, in accordance with Resolution No. _____, dated _____.

SIGNATURE: _____
NAME: Scott Brunka
TITLE: City Manager
DATE: _____

Approved as to form by:

By: _____
Mark S. Yurick, City Attorney
Date: _____

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

Resolution

Number 21-0252

Adopted Date February 23, 2021

APPROVE AGREEMENT AND ADDENDUM WITH DEPARTMENT OF MENTAL HEALTH-FOUNDATIONS FOR LIVING 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 Department of Mental Health-Foundations for Living, on behalf of Warren County Children Services, for calendar year 2020-2021, 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. Grossmann. Upon call of the roll, the following vote resulted:

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

Resolution adopted this 23rd day of February 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

jc/

cc: c/a— Department of Mental Health – Foundations for Living
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 Department of Mental Health - Foundations for Living (Non-ODJFS), hereinafter "Provider," whose address is:

Department of Mental Health - Foundations for Living (Non-ODJFS)
1451 Lucas Rd
Mansfield, OH 45036

Collectively the "Parties."

Table of Contents

| | | |
|---------------------------|------------------------------------------------------|----|
| ARTICLE I. | SCOPE OF PLACEMENT SERVICES | 3 |
| Section 1.01 | FOR AGREEMENTS COMPETITIVELY PROCURED | 3 |
| Section 1.02 | FOR AGREEMENTS NOT COMPETITIVELY PROCURED | 3 |
| Section 1.03 | EXHIBITS | 3 |
| ARTICLE II. | TERM OF AGREEMENT | 3 |
| ARTICLE III. | ORDER OF PRECEDENCE | 3 |
| ARTICLE IV. | DEFINITIONS GOVERNING THIS AGREEMENT | 4 |
| ARTICLE V. | PROVIDER RESPONSIBILITIES | 4 |
| ARTICLE VI. | AGENCY RESPONSIBILITIES | 6 |
| ARTICLE VII. | INVOICING FOR PLACEMENT SERVICES | 7 |
| ARTICLE VIII. | REIMBURSEMENT FOR PLACEMENT SERVICES | 7 |
| ARTICLE IX. | TERMINATION; BREACH AND DEFAULT | 8 |
| ARTICLE X. | RECORDS RETENTION, CONFIDENTIALITY AND DATA SECURITY | 9 |
| ARTICLE XI. | PROVIDER ASSURANCES AND CERTIFICATIONS | 11 |
| ARTICLE XII. | INDEPENDENT CONTRACTOR | 12 |
| ARTICLE XIII. | AUDITS AND OTHER FINANCIAL MATTERS | 12 |
| ARTICLE XIV. | GRIEVANCE /DISPUTE RESOLUTION PROCESS | 12 |
| ARTICLE XV. | AMENDMENTS | 13 |
| ARTICLE XVI. | NOTICE | 13 |
| ARTICLE XVII. | CONSTRUCTION | 13 |
| ARTICLE XVIII. | NO ASSURANCES | 13 |
| ARTICLE XIX. | CONFLICT OF INTEREST | 13 |
| ARTICLE XX. | INSURANCE | 14 |
| ARTICLE XXI. | INDEMNIFICATION & HOLD HARMLESS | 15 |
| ARTICLE XXII. | SCREENING AND SELECTION | 16 |
| ARTICLE XXIII. | PROHIBITION OF CORPORAL & DEGRADING PUNISHMENT | 17 |
| ARTICLE XXIV. | FINDINGS FOR RECOVERY | 17 |
| ARTICLE XXV. | PUBLIC RECORDS | 17 |
| ARTICLE XXVI. | CHILD SUPPORT ENFORCEMENT | 17 |
| ARTICLE XXVII. | DECLARATION OF PROPERTY TAX DELINQUENCY | 17 |
| ARTICLE XXVIII. | SUBCONTRACTING AND DELEGATION | 17 |
| ARTICLE XXIX. | PROPERTY OF AGENCY | 17 |
| ARTICLE XXX. | SEVERABILITY | 18 |
| ARTICLE XXXI. | NO ADDITIONAL WAIVER IMPLIED | 18 |
| ARTICLE XXXII. | COUNTERPARTS | 18 |
| ARTICLE XXXIII. | APPLICABLE LAW AND VENUE | 18 |
| ADDENDA TO THIS AGREEMENT | | 18 |

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 AGREEMENTS COMPETITIVELY PROCURED

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

Section 1.02 FOR AGREEMENTS NOT COMPETITIVELY PROCURED

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

Section 1.03 EXHIBITS

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

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

Article II. TERM OF AGREEMENT

This Agreement is in effect from **01/01/2021** through **05/31/2022**, 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, OAC 5123-17-02).

Emergency situations include but are not limited to the following:

1. Absent Without Leave (AWOL);
 2. Child Alleging Physical or Sexual Abuse/Neglect;
 3. Death of Child;
 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 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 Title IV-E foster care maintenance (FCM) costs for children's residential centers (CRC), group homes, maternity homes, residential parenting facilities, private foster homes, and substance use disorder (SUD) residential facilities".
 - 2. OAC 5101:2-47-26.1: "Public child services agencies (PCSA), private child placing agencies (PCPA), private noncustodial agencies (PNA), residential care facilities, substance use disorder (SUD) residential facilities: Title IV-E cost report filing requirements, record retention requirements, and related party disclosure requirements";
 - 3. OAC 5101:2-47-26.2: "Cost Report Agreed Upon Procedures Engagement".
 - 4. JFS 02911 Single Cost Report Instructions.
 - 5. For Private Agencies: 2 CFR part 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 Department of Mental Health - Foundations for Living (Non-ODJFS)
 1451 Lucas Rd
 Mansfield, OH 45036

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 in 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. Concurrence 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 (CORSAs).

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 rehabilitation standards of OAC 5101:2-7-02 have been met.
 - b. If the Provider is seeking rehabilitation for any other individual serving Agency children, Provider must provide written verification from the individual that the rehabilitative conditions in accordance with OAC 5101:2-5-09 have been met.
- 2. The Agency shall review the facts presented and may allow the individual to work with, volunteer with or transport Agency children on a case-by-case basis. It is the Agency's sole discretion to permit a rehabilitated individual to work with, volunteer with or transport children.

D. Verification of Job or Volunteer Application:

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

Article XXIII. PROHIBITION OF CORPORAL & DEGRADING PUNISHMENT

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

Article XXIV. FINDINGS FOR RECOVERY

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

Article XXV. PUBLIC RECORDS

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

Article XXVI. CHILD SUPPORT ENFORCEMENT

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

Article XXVII. DECLARATION OF PROPERTY TAX DELINQUENCY

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. COUNTERPARTS

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


Article XXXIII. APPLICABLE LAW AND VENUE

This Agreement and any modifications, 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>Karen Spies</i> | 2/4/21 |
| Printed Name | | Date |
| Department of Mental Health - Foundations for Living (Non-ODJFS) | | |
| Agency: | <i>Sumas Walsh</i> | 2-14-21 |
| Printed Name | | Date |
| Warren County Children Services | | |

APPROVED AS TO FORM

 Kathryn M. Horvath
 Asst. Prosecuting Attorney

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

ADDENDA TO AGREEMENT

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

This Agreement is between

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

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

and

hereinafter "Provider," whose address is:

| | | |
|-------------------------------------------------------------------------------------|--------------------|--------------------------|
| Provider Department of Mental Health - Foundations for Living (Non-ODJFS) | | |
| Street/Mailing Address 1451 Lucas Rd | | |
| City Mansfield | State OH | Zip Code 44903 |

Contract ID : 19235563

Originally Dated :01/01/2021 to 05/31/2022

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:

01/01/2021

Amendment End Date :

05/31/2022

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: 01/20/2021

Provider / ID : Department of Mental Health - Foundations for Living (Non-ODJFS)/ 24496

Contract Period : 01/01/2021 - 05/31/2022

| Service Description | Service 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 |
|---------------------|------------|-----------|----------------------|-------------------------|--------------------------|------------------------------------------|---------------------------------------|--------------------------------|--------------------------------|---------------------|----------------|-----------------|---------------|
| RTC (20476) | 81467 | | \$206.70 | \$68.93 | | | | | | | \$275.63 | 01/01/2021 | 05/31/2022 |
| RTC (20476) | 81467 | | \$206.70 | \$88.93 | | | | | | | \$295.63 | 01/01/2021 | 05/31/2022 |

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

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

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

AMENDMENT #1:

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

AMENDMENT #2:

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

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

AMENDMENT #3:

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

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

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

AMENDMENT #4:

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

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

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

IN WITNESS WHEREOF, the parties hereto have executed this Addendum to the Agreement by the ^{Vice} President of the Warren County Board of Commissioners, pursuant to Resolution Number 21-0252, dated 2/23/21, and by the duly authorized _____ of _____ [Provider].

SIGNATURES OF PARTIES:

Vice [Signature]

President
Warren County Board of Commissioners

Date 2/23/21

[Signature]

Provider

Date 2/4/21

Reviewed by:

[Signature]

Director
Warren County Children's Services

Approved as to Form:

[Signature]

Kathryn M. Horvath
Assistant Prosecuting Attorney

AFFIDAVIT OF NON COLLUSION

STATE OF Ohio
COUNTY OF Richland

I, Karen Spires, holding the title and position of CEO at the firm Foundations for Living, 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.

Karen Spires

AFFIANT

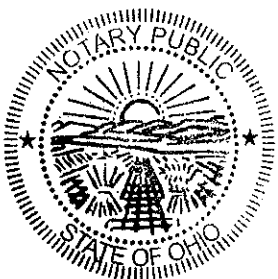
Subscribed and sworn to before me this 4th day of

February 20 21

Michele S. Heitzman
(Notary Public),

Richland County.

My commission expires March 3rd 20 25



MICHELE S.
HEITZMAN
NOTARY PUBLIC,
STATE OF OHIO
My Commission
Expires
March 3, 2025



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/30/2020

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

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

| PRODUCER Marsh USA Inc. 1717 Arch Street Philadelphia, PA 19103-2797 Attn: Healthcare.AccountsCSS@marsh.com Fax: 212 948-1307 FOUND AUTO | CONTACT NAME: _____ PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____ | | | | | | | | | | | | | |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------|--------|----------------------------------------------------------|-------|-----------------|-----|-------------|--|-------------|--|-------------|--|-------------|
| | <table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A : National Union Fire Ins Co. of Pittsburgh PA</td> <td>19445</td> </tr> <tr> <td>INSURER B : N/A</td> <td>N/A</td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table> | INSURER(S) AFFORDING COVERAGE | NAIC # | INSURER A : National Union Fire Ins Co. of Pittsburgh PA | 19445 | INSURER B : N/A | N/A | INSURER C : | | INSURER D : | | INSURER E : | | INSURER F : |
| INSURER(S) AFFORDING COVERAGE | NAIC # | | | | | | | | | | | | | |
| INSURER A : National Union Fire Ins Co. of Pittsburgh PA | 19445 | | | | | | | | | | | | | |
| INSURER B : N/A | N/A | | | | | | | | | | | | | |
| INSURER C : | | | | | | | | | | | | | | |
| INSURER D : | | | | | | | | | | | | | | |
| INSURER E : | | | | | | | | | | | | | | |
| INSURER F : | | | | | | | | | | | | | | |

COVERAGES **CERTIFICATE NUMBER:** CLE-006029799-17 **REVISION NUMBER:** 9

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL SUBR | | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|----------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|-----|---------------|-------------------------|-------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|
| | | INSD | WVD | | | | | |
| | COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____ | | | | | | EACH OCCURRENCE \$ _____ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ _____ MED EXP (Any one person) \$ _____ PERSONAL & ADV INJURY \$ _____ GENERAL AGGREGATE \$ _____ PRODUCTS - COMP/OP AGG \$ _____ \$ _____ | |
| A | AUTOMOBILE LIABILITY | | | 6890150 (AOS) | 01/01/2021 | 01/01/2022 | COMBINED SINGLE LIMIT (Ea accident) | \$ 2,000,000 |
| A | <input checked="" type="checkbox"/> ANY AUTO | | | 6890152 (VA) | 01/01/2021 | 01/01/2022 | BODILY INJURY (Per person) | \$ _____ |
| A | <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY | | | 6890151 (MA) | 01/01/2021 | 01/01/2022 | BODILY INJURY (Per accident) | \$ _____ |
| | <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ _____ | | | | | | EACH OCCURRENCE \$ _____ AGGREGATE \$ _____ \$ _____ | |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N <input type="checkbox"/> N/A If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | <input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ _____ E.L. DISEASE - EA EMPLOYEE \$ _____ E.L. DISEASE - POLICY LIMIT \$ _____ | |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
WARREN COUNTY CHILDREN SERVICES ARE INCLUDED AS ADDITIONAL INSURED WHERE REQUIRED BY WRITTEN CONTRACT.

| | |
|------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| CERTIFICATE HOLDER WARREN COUNTY CHILDREN SERVICES 416 SOUTH EAST STREET LEBANON, OH 45036 | CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE of Marsh USA Inc. Manashi Mukherjee <i>Manashi Mukherjee</i> |
|------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

© 1988-2016 ACORD CORPORATION. All rights reserved.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/1/2022 12/22/2020

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

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

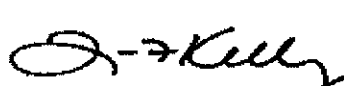
| | | |
|----------------------------------------------------------------------------------------------------------------|-----------------------|----------------|
| PRODUCER LOCKTON COMPANIES 3857 BRIARPARK DRIVE, SUITE 700 Houston TX 77042 | CONTACT NAME: | |
| | PHONE (A/C, No, Ext): | FAX (A/C, No): |
| | E-MAIL ADDRESS: | |
| INSURER(S) AFFORDING COVERAGE | | NAIC # |
| INSURER A : ProAssurance Specialty Insurance Co Inc. | | 10179 |
| INSURED 1349889 Foundations For Living c/o UHS, Inc. 367 SOUTH GULPH ROAD KING OF PRUSSIA PA 19406 | INSURER B : | |
| | INSURER C : | |
| | INSURER D : | |
| | INSURER E : | |
| | INSURER F : | |

COVERAGES CERTIFICATE NUMBER: 15124400 REVISION NUMBER: XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|----------|----------------|-------------------------|-------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER: | Y | N | HP1911 | 1/1/2021 | 1/1/2022 | EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 25,000,000 PRODUCTS - COM/POP AGG \$ 25,000,000 \$ |
| | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY | | | NOT APPLICABLE | | | COMBINED SINGLE LIMIT (Ea accident) \$ XXXXXXXX BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ |
| | <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ | | | NOT APPLICABLE | | | EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N | N/A | NOT APPLICABLE | | | <input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ XXXXXXXX E.L. DISEASE - EA EMPLOYEE \$ XXXXXXXX E.L. DISEASE - POLICY LIMIT \$ XXXXXXXX |
| A | Medical Professional Liability - Claim Made | N | N | HP1911 | 1/1/2021 | 1/1/2022 | \$5M Each Professional Incident \$25M General Aggregate Limit |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Additional Insured in favor of Warren County Children Services on the General Liability policy where and to the extent required by written contract.

| | |
|-------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| CERTIFICATE HOLDER 15124400 WARREN COUNTY CHILDREN SERVICES 416 SOUTH EAST STREET LEBANON OH 45036 | CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. |
| | AUTHORIZED REPRESENTATIVE  |



MHAS

Promoting wellness and recovery

John R. Kasich, Governor

Mark Hurst, M.D., Director

Behavioral Health Certification Certificate of Services

For
**Keystone Richland Center dba Foundations
for Living**
Certification Number: 01-0455

Issued: October 26, 2018

Expires: October 25, 2021

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

- General Services
- Mental Health Day Treatment
- SUD Case Management
- Community Psychiatric Supportive Treatment (CPST)
- Therapeutic Behavioral Services and Psychosocial Rehabilitation

Director, Ohio Department of Mental Health and Addiction Services



MHAS

Promoting wellness and recovery

Mike DeWine, Governor

Lori Criss, Director

License to Operate a Residential Facility

This Residential Facility has been surveyed in accordance with Section 5119.34 of the Ohio Revised Code, is in compliance with rules adopted pursuant to this Chapter, and is hereby issued this license for the maximum number of residents and household members specified.

Name of Facility: **Foundations for Living**

Address: **1451 Lucas Road**

City: **Mansfield**

Zip: **44903**

Operator: **Keystone Richland Center, LLC**

Community Mental Health Board: **Richland County Mental Health & Recovery Services Board**

Date Issued: **07/08/2019**

Date Expires: **07/07/2022**

License Number: **06-2079**

Maximum Number of Residents: **84**

Number of Household Members: **84**

Type: **1**

Term of License: **Full**

License to Admit: **Children**

Director, Ohio Department of Mental Health and Addiction Services

CARF INTERNATIONAL

A Three-Year Accreditation is issued to
**Keystone Richland Center, LLC dba
Foundations for Living**

for the following program(s)/service(s):

Case Management/Services Coordination: Integrated: AOD/MH (Children and Adolescents)
Case Management/Services Coordination: Mental Health (Children and Adolescents)
Day Treatment: Integrated: AOD/MH (Children and Adolescents)
Outpatient Treatment: Integrated: AOD/MH (Children and Adolescents)
Outpatient Treatment: Mental Health (Children and Adolescents)
Residential Treatment: Integrated: AOD/MH (Children and Adolescents)
Residential Treatment: Mental Health (Children and Adolescents)

This accreditation is valid through
June 30, 2022

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



This accreditation certificate is granted by authority of:

Richard Forkosh

Richard Forkosh
Chair
CARF International Board of Directors

Brian J. Boon, Ph.D.

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

BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO

Resolution

Number 21-0253

Adopted Date February 23, 2021

ENTER INTO A TEMPORARY ENTRANCE AND WORK AGREEMENT WITH RICHARD L. SMITH AND LINDA K. BERNER TRUSTEES OF THE RICHARD L. SMITH AND LINDA K. BERNER REVOCABLE TRUST AGREEMENT FOR THE BRIDGE REPLACEMENT PROJECT ON MORROW ROSSBURG ROAD

WHEREAS, in order to improve the safety of Morrow-Rossburg Road a bridge replacement project is to be completed and in order to perform the work it is necessary to enter onto the property, parcel #17-04-300-009 located at 8310 Morrow Rossburg Road, Morrow, OH 45152 which is owned by Richard L. Smith and Linda K. Berner, Trustees of the Richard L. Smith and Linda K. Berner Revocable Trust Agreement, grantors; and

WHEREAS, in order to complete this work; Grantee requests permission from Grantors to enter onto the said real estate for the purpose of completing the following items of work; and

1. Remove any trees, trim tree limbs, and/or brush as necessary for construction of the bridge.
2. Install precast concrete box culvert with wing walls.
3. Place rock channel protections.
4. Grade the channel for proper stream flow.
5. When weather permits, seed and straw any disturbed area.

WHEREAS, in order to accomplish the foregoing, it is necessary to enter into a temporary entrance and work agreement with the property owner; and


NOW THEREFORE BE IT RESOLVED, to enter into a Temporary Entrance and Work Agreement with Richard L. Smith and Linda K. Berner, Trustees of the Richard L. Smith and Linda K. Berner Revocable Trust Agreement, for the Morrow Rossburg Road bridge replacement project, a copy of which is attached hereto and made a part hereof, for the sum of \$1.00 as consideration thereof.

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

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

Resolution adopted this 23rd day of February 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—Smith, Richard L. & Berner, Linda K.
Engineer (file)

TEMPORARY ENTRANCE AND WORK AGREEMENT

ARTICLES OF AGREEMENT

This agreement is entered into on the date stated below by Richard L. Smith and Linda K. Berner, Trustees of the Richard L. Smith and Linda K. Berner Revocable Trust Agreement, dated November 10, 2004, whose tax mailing address is 8310 Morrow-Rossburg Road, Morrow, Ohio 45152 (hereinafter the "Grantors"), and the Warren County Board of County Commissioners, whose mailing address is 406 Justice Drive, Lebanon, Ohio 45036 (hereinafter the "Grantee").

Witnesseth:

In order to improve the public safety and better serve the needs of the traveling public a bridge replacement project on Morrow-Rossburg Road over Little Run is to be constructed. In order to replace the bridge it is necessary to enter onto property owned by the Grantors. The subject real estate is located at 8310 Morrow-Rossburg Road in Morrow Ohio, 45152 identified as Parcel #17-04-300-009. Grantee requests permission from Grantor to enter onto the said real estate for the purpose of completing the following items of work:

1. Remove trees, trim tree limbs, and/or brush as necessary for construction of the bridge.
2. Install precast concrete box culvert with wing walls.
3. Place rock channel protection.
4. Grade the channel for proper stream flow.
5. When weather permits, seed and straw any disturbed area.

Upon completion of the above mentioned items of work, the Grantee agrees to restore any disturbed property, with the exception of any trees, tree limbs, and brush that are removed, to its original condition, but not better than any pre-existing condition.

Now, therefore, in consideration of One Dollar (\$1.00), the receipt and sufficiency of which are hereby stipulated, Grantor do hereby grant a *license* to Grantee, its agents and employees, to enter onto the aforesaid real estate to complete the aforementioned items of work.

This Temporary Entrance and Work Agreement shall bind and inure to the benefit of each party hereto and their respective heirs, successors and assigns and shall terminate upon the completion of the Morrow-Rossburg Road Bridge #27-4.29 Replacement Project or until December 31, 2021, whichever comes first.

[the remainder of this page is blank]

RECEIVED OML00009

FILED 121 ROWE

IN EXECUTION WHEREOF, Richard L. Smith and Linda K. Berner, Trustees of the Richard L. Smith and Linda K. Berner Revocable Trust Agreement, dated November 10, 2004, the Grantors herein, have hereunto set their hands on the date stated below.

Grantors:

Signature: *Richard L. Smith*

Printed Name: Richard L. Smith

Title: Trustee

Date: 2/8/21

Signature: *Linda K. Berner*

Printed Name: Linda K. Berner

Title: Trustee

Date: 2/8/21

STATE OF Ohio, COUNTY OF Warren, ss.

BE IT REMEMBERED, that on this 8 day of February, 2021, before me, the subscriber, a Notary Public in and for said state, personally came individuals known or proven to me to be Richard L. Smith and Linda K. Berner, Trustees under the Richard L. Smith and Linda K. Berner Revocable Trust Agreement, dated November 10, 2004, being the Grantor in the foregoing Agreement, and acknowledged the signing thereof to be their voluntary act and deed. In compliance with R.C. 147.542 (D)(1), no oath was administered to the signer by this notary in regard to the notarial act.



Virginia Mae Pence
Notary Public, State of Ohio
My Commission Expires
1-May-22

Notary Public: Virginia Mae Pence
My commission expires: May 01, 2022

[the remainder of this page is blank]

IN EXECUTION WHEREOF, the Warren County Board of County Commissioners, the Grantee herein, have caused this agreement to be executed by Tom Grossmann, whose title is President or Vice-President, on the date stated below, pursuant to Resolution Number 21-0253, dated 2/23/21

Grantee:

Signature: [Signature]

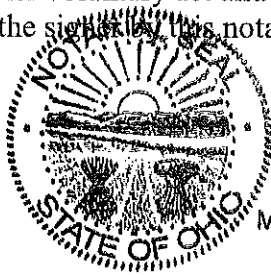
Printed Name: Tom Grossmann

Title: Vice President

Date: 2/23/21

STATE OF OHIO, WARREN COUNTY, ss.

BE IT REMEMBERED, that on this 23 day of February, 2021 before me, the subscriber, a Notary Public in and for said state, personally came a certain individual known or proven to me to be Tom Grossmann, President or Vice-President of the Warren County Board of County Commissioners, being the Grantee in the foregoing Agreement, and pursuant to the Resolution authorizing such act, did acknowledge the signing thereof to be his or her voluntary act and deed. In compliance with R.C. 147.542 (D)(1), no oath was administered to the signatory by this notary in regard to the notarial act.



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

Notary Public: [Signature]
My commission expires: 12/26/2022

Prepared by:

DAVID P. FORNSHELL,
PROSECUTING ATTORNEY
WARREN COUNTY, OHIO

By: [Signature]

Bruce A. McGary, Assistant Prosecutor
520 Justice Drive
Lebanon, OH 45036
Ph. (513) 695-1399
Fx. (513) 695-2962
Email: bruce.mcgary@warrencountyprosecutor.com



Date: 1/7/2021

| | | | |
|------------------------|------------------------|------------------------|-------------------------|
| Cadastral Lines | Corporate Line | Parcel Line | Hardware |
| Other values | County Line | ROW Unknown Width Line | Subdivision Lid Line |
| Line Type | Farm Lot Line | Road ROW | Township and Range Line |
| Auditor Tract Line | Crosspass Line | School Line | Tied Line |
| Over Township Line | Subdivision Limit Line | Section Line | VMS Line |
| | | | Wooded Road Line |

1 inch = 40 feet

27-4.29 **Exhibit A**

Additional Info NTS

The provider makes no warranty or representation with respect to this information, its quality or suitability for a particular purpose. This information is provided AS IS, and the requester assumes the entire risk as to its quality and suitability. The provider will not be liable for direct, indirect, incidental, or consequential damages resulting from any defect in the information. The provider shall have no liability for any other information, Programs or data used with or combined with the requested information, including the cost of recovering information, programs or data.

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

Resolution

Number 21-0254

Adopted Date February 23, 2021

**ENTER INTO A TEMPORARY ENTRANCE AND WORK AGREEMENT WITH
ANTENUCCI REAL ESTATE, LLC. FOR THE WAYNESVILLE ROAD BRIDGE
REPLACEMENT PROJECT**

WHEREAS, in order to improve the safety of Waynesville Road a bridge replacement project is to be completed and in order to perform the work it is necessary to enter onto the property, parcel #13-08-100-021 located at 3470 Waynesville Road, Morrow, OH 45152 which is owned by Antenucci Real Estate, LLC., grantor; and

WHEREAS, in order to complete this work; Grantee requests permission from the Grantor to enter onto the said real estate for the purpose of completing the following items of work; and

1. Remove trees, trim tree limbs, and/or brush as necessary for construction of the bridge.
2. Install precast concrete box culvert with wing walls.
3. Place rock channel protection.
4. Grade the channel for proper stream flow.
5. When weather permits, seed and straw any disturbed area.

WHEREAS, in order to accomplish the foregoing, it is necessary to enter into a temporary entrance and work agreement with the property owner; and


NOW THEREFORE BE IT RESOLVED, to enter into a Temporary Entrance and Work Agreement with Antenucci Real Estate, LLC., for the Waynesville Road bridge replacement project, a copy of which is attached hereto and made a part hereof, for the sum of \$1.00 as consideration thereof.

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

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

Resolution adopted this 23rd day of February 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: c/a—Antenucci Real Estate, LLC.
Engineer (file)

TEMPORARY ENTRANCE AND WORK AGREEMENT

ARTICLES OF AGREEMENT

This Agreement is entered into on the date stated below by Antenucci Real Estate, LLC, an Ohio limited liability company, whose tax mailing address is 2544 S. Waynesville Road, Morrow, Ohio 45152 (the "Grantor"), and the Warren County Board of County Commissioners, whose mailing address is 406 Justice Drive, Lebanon, Ohio 45036 (the "Grantee").

Witnesseth:

In order to improve public safety and better serve the needs of the traveling public a bridge replacement project on Waynesville Road over Grays Run is to be completed. In order to replace the bridge it is necessary to enter onto property owned by the Grantor. The subject real estate is located on 3470 Waynesville Road, Morrow, Ohio 45152, identified as Parcel #13-08-100-021. Grantee requests permission from Grantor to enter onto a part of the said real estate for the purpose of completing the following items of work:

1. Remove trees, trim tree limbs, and/or brush as necessary for construction of the bridge.
2. Install precast concrete box culvert with wing walls.
3. Place rock channel protection.
4. Grade the channel for proper stream flow.
5. When weather permits, seed and straw any disturbed area.

Upon completion of the above mentioned items of work, the Grantee agrees to restore any disturbed property, with the exception of any trees, tree limbs and brush that are removed, to its original condition, but not better than any pre-existing condition. Removal of any trees or brush will be kept to the minimal required for construction.

Now, therefore, in consideration of One Dollar (\$1.00), the receipt and sufficiency of which are hereby stipulated, Grantor does hereby grant a *license* to Grantee, its agents and employees, to enter onto the aforesaid real estate in the area illustrated on Exhibit "A" attached hereto to complete the aforementioned items of work.

This Temporary Entrance and Work Agreement shall bind and inure to the benefit of each party hereto and their respective heirs, successors and assigns and shall terminate upon the completion of the Waynesville Road Bridge #39-0.77 Replacement Project or December 31, 2021, whichever comes first.

[the remainder of this page is blank]

FEB 13 2021 ROWL

RECEIVED ON 02/13/21

IN EXECUTION WHEREOF, Ann Antenucci, whose title is President, of Antenucci Real Estate, LLC, an Ohio limited liability company, pursuant to the authority granted to him/her by the company's operating agreement to execute this Agreement on its behalf, has hereunto set his/her hand on the date stated below.

Grantor:

Antenucci Real Estate, LLC

Signature: Ann Antenucci

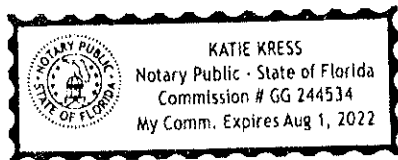
Printed Name: ANN ANTENUCCI

Title: Pres.

Date: 2-9-21

STATE OF FL, COUNTY OF Sarasota, ss.

BE IT REMEMBERED, that on this 09th day of February, 2021 before me, the subscriber, a Notary Public in and for said state, personally came an individual known or proven to me to be Ann Antenucci whose title is President of Antenucci Real Estate, LLC, an Ohio limited liability company, the Grantor in the foregoing Agreement, and while acting in his/her official capacity on behalf of Grantor, did acknowledge the signing thereof to be his/her voluntary act and deed. In compliance with R.C. 147.542 (D)(1), no oath was administered to the signer by this notary in regard to the notarial act.



Notary Public: [Signature]
My commission expires: 08/01/22

[the remainder of this page is blank]

IN EXECUTION WHEREOF, the Warren County Board of County Commissioners, the Grantee herein, have caused this agreement to be executed by Tom Grossmann, whose title is President or Vice-President, on the date stated below, pursuant to Resolution Number 21-0254, dated 2/23/21

Grantee:

Signature: [Signature]

Printed Name: Tom Grossmann

Title: Vice President

Date: 2/23/21

STATE OF OHIO, WARREN COUNTY, ss.

BE IT REMEMBERED, that on this 23 day of February, 2021 before me, the subscriber, a Notary Public in and for said state, personally came a certain individual known or proven to me to be Tom Grossmann, President or Vice-President of the Warren County Board of County Commissioners, being the Grantee in the foregoing Agreement, and pursuant to the Resolution authorizing such act, did acknowledge the signing thereof to be his or her voluntary act and deed. In compliance with R.C. 147.542 (D)(1), no oath was administered to the signer by this notary in regard to the notarial act.



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

Notary Public: [Signature]
My commission expires: 12/26/2022

DAVID P. FORNSHELL,
PROSECUTING ATTORNEY
WARREN COUNTY, OHIO

By: [Signature]
Bruce A. McGary, Assistant Prosecutor
520 Justice Drive, 2nd Floor
Lebanon, OH 45036
Ph. (513) 695-1325
Fx. (513) 695-2962
Email: bruce.mcgary@warrencountyprosecutor.com



Warren County GIS

Date: 1/8/2021

| | | | |
|----------------------|------------------------|------------------------|-------------------------|
| Cadastral Lines | Corporate Line | Parcel Line | Hardware |
| all other values | County Line | ROW Unknown Width Line | Subdivision Lot Line |
| Line Type | Farm Lot Line | Road ROW | Township and Range Line |
| Aud to Trad Line | Crosspass Line | School Line | Tract Line |
| Div to Township Line | Subdivision Limit Line | Section Line | VMS Line |
| | | | Marked Road Line |

1 inch = 40 feet

Bridge #39-0.77 - Exhibit A

Additional Info NTS

The provider makes no warranty or representation with respect to this information, its quality or suitability for a particular purpose. This information is provided AS IS, and the requester assumes the entire risk as to its quality and suitability. The provider will not be liable for direct, indirect, incidental, or consequential damages resulting from any defect in the information. The provider shall have no liability for any other information, Programs or data used with or combined with the requested information, including the cost of recovering information, programs or data.

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

Resolution

Number 21-0255

Adopted Date February 23, 2021

APPROVE AND AUTHORIZE THE VICE PRESIDENT OF THE BOARD OF COMMISSIONERS TO SIGN LOCAL SUPPORT AGENCY MEMORANDUM OF UNDERSTANDING WITH LEBANON CORRECTIONAL INSTITUTION

BE IT RESOLVED, to approve and authorize the Vice President of the Board of Commissioners, on behalf of Emergency Services Department, to sign the Local Support Agency Memorandum of Understanding with Lebanon Correctional Institution; copy of said Memorandum of Understanding attached hereto and made a part hereof.

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

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

Resolution adopted this 23rd day of February 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—Lebanon Correctional Institution
Emergency Services (file)



Department of
Rehabilitation & Correction

Mike DeWine, Governor
Annette Chambers-Smith, Director

**Local Support Agency Memorandum of Understanding
With
Lebanon Correctional Institution (LeCI)**

Date: 2/23/2021

The Ohio Department of Rehabilitation and Correction protects Ohio citizens by ensuring effective supervision of adult offenders in environments that are safe, humane and appropriately secure. However, there may be a Critical Incident which disrupts the routine operations or services of a correctional facility creating a state of disorder, a threat to security or an inability to maintain orderly control of inmates. During our response and recovery from the Critical Incident, it may be necessary to utilize resources beyond what ODRC is able to directly provide.

I. Statement of Purpose

The purpose of this Memorandum of Understanding is to identify resources that can be made available by the Warren County Department of Emergency Services to the Lebanon Correctional Institution to assist in response and recovery of a Critical Incident occurring at the prison. This memorandum is developed to provide a planning guide for the prison to know the agency's capabilities to respond to a Critical Incident, However, this memorandum does not guarantee that any or all services, personnel, and/or equipment will be available at all times.

NOTE: The Department of Emergency Services is the Emergency Management Authority for Warren County, Ohio.

II. Request for Assistance

In the event of a Critical Incident in the prison, the agency will be contacted by a prison employee in the ICS Logistics Section. Requests for local Emergency Management resource assistance will be made by the following process.

- A. Call the Warren County Communication Center at 513-695-2525 and request the Supervisor or Operator in Charge.
- B. Provide:
 - a. The nature of the Critical Incident.
 - b. The assistance needed (type, kind, quantity and time to report).



Department of
Rehabilitation & Correction

Mike DeWine, Governor
Annette Chambers-Smith, Director

- c. The location to which they are to respond.
- d. The person to whom they are to report to upon arrival.
- e. A contact name and number.

C. Request the Communication Center to page the Emergency Management Staff.

In the event of a Critical Incident in Warren County, Lebanon Correctional Institution will be contacted by a county employee. Requests for local resource assistance will be made by the following process.

- A. Call Lebanon Correctional Institution at 513-932-1211 and request for the Shift Commander in charge.
- B. Provide:
 - a. The nature of the Critical Incident.
 - b. The assistance needed (type, kind, quantity and time to report).
 - c. The location to which they are to respond.
 - d. The person to whom they are to report to upon arrival.
 - e. A contact name and number.

III. Scope of Assistance

The Local Support Agency resources are understood to be available to the prison on a twenty-four (24) hour a day, seven (7) day a week basis, unless otherwise specified in this Memorandum of Understanding.

- A. The Personnel Resource response by the agency to the prison is as follows:
 - 1. Director of Emergency Services
 - 2. Emergency Management Operations Manager
 - 3. LEPC Coordinator
 - 4. Communications and Telecommunications Personnel as deemed necessary by the Director and Incident Command
- B. The Equipment Resource response by the agency to the prison is as follows:
 - 1. 800 MHZ Radios which include the Marcs and Warren County Systems



Department of Rehabilitation & Correction

Mike DeWine, Governor
Annette Chambers-Smith, Director

2. Cellular Telephones

C. The Support Services capabilities of the agency to the prison is as follows:

1. Acquisition Resources
2. On Scene Resource Coordination
3. Communication Coordination with Responders
4. Search & Rescue Coordination
5. Activation of County Emergency Operation Center
6. Direct Avenue of Control with Ohio Emergency Management Agency's E.O.C. via Radio, Fax, and/or Telephone for State Coordination of Resources

D. The agency utilizes the following radio frequencies:

Warren County operates on the Ohio MARCS system.

The Lebanon Correctional Institution resources are understood to be available to Warren County on a twenty-four (24) hour a day, seven (7) day a week basis, unless otherwise specified in this Memorandum of Understanding.

A. The Support Services capabilities of Lebanon Correctional to Warren County is as follows:

1. Lebanon Correctional Institution is able to provide additional manpower by providing level 1 security inmates to assist with debris cleanup as the result of a natural disaster.
2. In the need of an emergency evacuation of the Warren County Jail Lebanon Correctional Institution is able to provide up to seven (7) – twelve (12) passenger transportation vans.

IV. Prison/Agency Responsibilities

The Incident Commander will designate an individual to coordinate the agency assistance and needs in response to the Critical Incident. This individual will coordinate all security and any other needs of the agency, which may include, but not be limited to: Specific security issues, access to facilities, and protection of equipment and personnel. The prison will work with the agency to identify and arrange for the availability of utility connections at each prison site to facilitate the utilization of the agency resources. By ODRC policy, the prison Incident Commander has been delegated authority to manage a Critical Incident. However, where there is active involvement of Local Support

Agencies, a Unified Command structure may be established, and command authority would then be shared with assisting agencies. The Incident Commander and the prison Incident Command Organization will work closely with the agency to coordinate their response. In order to maintain effective information release, the prison's Public Information Officer shall coordinate the Public/Media Information Release. The Local Support Agency shall consult with the prison's Public Information Officer prior to the release of information.

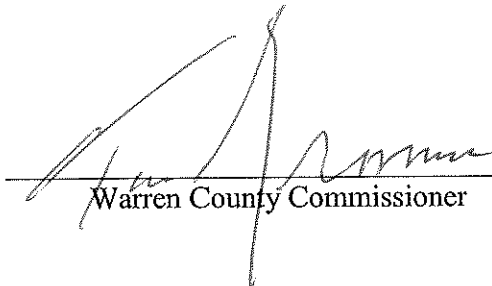
V. Annual Review of the Memorandum of Understanding

The Lebanon Correctional Institution and the Warren County Department of Emergency Services will conduct an annual review of the details of this Memorandum of Understanding. Once updated, the prison will re-issue this document.

VI. Limitation of Liability

The Warren County Board of County Commissioners and its Department, Agencies and employees shall not be liable to ODRC, its' employees, agents or officers, or to third parties for claims, damages, expenses, costs, fees, attorney fees, injurious actions, causes of actions or suits due to a refusal or failure to respond, in whole or in part, to a request for assistance.

One Hour


Warren County Commissioner

2/23/2021
Date

APPROVED AS TO FORM


Kathryn M. Horvath
Asst. Prosecuting Attorney

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

Resolution

Number 21-0256

Adopted Date February 23, 2021

ENTER INTO CLASSROOM TRAINING AGREEMENT ON BEHALF OF
OHIO MEANS JOBS WARREN COUNTY

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

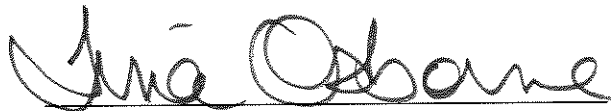
Eureka! Ranch International, Ltd
3849 Edwards Road
Newtown, Ohio 45244

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

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

Resolution adopted this 23rd day of February 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—OhioMeansJobs
OhioMeansJobs (file)

Classroom Training Agreement

This Agreement is entered into and made between the Warren County Board of Commissioners, hereinafter Commissioners, on behalf of OhioMeansJobs Warren County, hereinafter OMJWC, and **Eureka! Ranch International, Ltd., 3849 Edwards Road, Newtown, OH 45244**, hereinafter referred to as "Contractor".

Purpose:

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

Terms of the Agreement:

This Agreement shall be effective upon execution by the Commissioners through June 30, 2021. The Contractor understands that this Agreement is contingent upon the OMJWC's receipt of Workforce Innovation and Opportunity Act (WIOA), National Emergency Grant (NEG) or any supplemental funding through the State of Ohio or the U.S Department of Labor. The Contractor understands that if said funding is not provided, that this Agreement will be null and void as of the date the OMJWC notifies the Contractor in writing that said funding is not available.

Responsibilities of the Contractor:

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

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

require immediate dismissal as per Contractor written policies in the course catalog.

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

Responsibilities of OMJWC:

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

General Provisions:

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

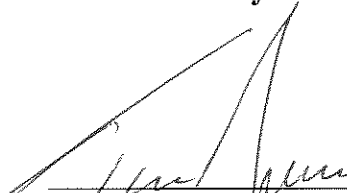
Assurances and Certifications:

1. Any patent rights, copyrights and/or rights in data resulting from this Agreement shall be the sole property of OMJWC.
2. The Contractor shall not assign any part of the Agreement without the written consent of OMJWC.
3. Attempts shall be made to resolve all disputes through an informal process among the trainee, the Contractor and OMJWC. If resolution does not occur to the satisfaction of any party, the first step is to use existing grievance procedures, if any, established by the Contractor to resolve disputes with trainees. If the Contractor has no internal grievance procedures or if the dispute remains unresolved, the parties agree to participate in and be bound by determinations resulting from OMJWC's grievance, complaint and disallowed cost resolution procedure.
4. During the performance of this Agreement, the Contractor will not discriminate against any trainee because of religion, race, political affiliation, color, sex, sexual orientation, national origin, ancestry, physical handicap, age or creed and shall not engage in any sectarian training activity.
5. The Contractor shall abide by appropriate standards for OSHA health and safety standards in training situations.
6. The Contractor assures that it is an accredited training institution which employs qualified instructors and which will comply with the local, state, federal, license and insurance requirements.
7. The Contractor will defend, indemnify, protect and save OMJWC 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 Contractor, its agents, employees, licensees, contractors or sub-contractors; (b) the failure of the Contractor, its agents, employees, licensees, contractors, to observe the applicable standard of care in providing services pursuant to this Agreement; and (c) the intentional misconduct of the Contractor, its agents, employees, licensees, contractors, or sub-contractors that result in injury to persons or damage to property.
8. This Agreement contains the entire Agreement between the parties with respect to the subject matter thereof, and supersedes all prior written or oral Agreements between the parties. No representations, promises, understandings or Agreements, or otherwise, not herein contained shall be of any force or effect.

Signature Page

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

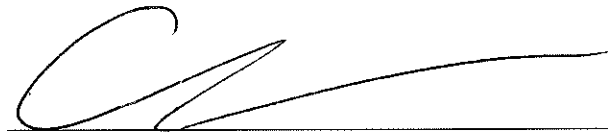
Warren County Board of Commissioners



David G. Young, President
Tom Grossman, Vice President

2/23/21
Date

Contractor



Authorized Contractor Signature

2/12/21
Date

Corie Spialek

2/12/21

Typed Name of Authorized Contractor

Date

Approved as to form:



Keith Anderson, Asst. Prosecutor

2-18-2021
Date

AFFIDAVIT OF NON COLLUSION

STATE OF OHIO
COUNTY OF HAMILTON

I, CORIE SPIALEK, holding the title and position of DIRECTOR at the firm EUREKA RANCH, 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 12TH day of February 2021

[Signature]
(Notary Public),
Hamilton County.



DAVID MARTIN LAFKAS
ATTORNEY AT LAW
Notary Public, State of Ohio
My Commission Has No Expiration
Section 147.03 R.C.

My commission expires No expiration 20

Resolution

Number 21-0257

Adopted Date February 23, 2021

APPROVE AND AUTHORIZE THE PRESIDENT AND/OR VICE-PRESIDENT OF THIS BOARD TO SIGN A SUBGRANT AWARD AGREEMENT ON BEHALF OF THE WARREN COUNTY SHERIFF'S OFFICE

BE IT RESOLVED, to approve and authorize the President and/or Vice President of this Board to sign a Subgrant Award Agreement, Subgrant Number 2020-CE-LEF-2224, on behalf of the Greater Sheriff's Office in accordance with the provisions of the Ohio Law Enforcement Fund (LEF), as set forth by the Ohio Office of Criminal Justice Services (OCJS), the duly authorized State Agency, as attached hereto and made a part hereof; and

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

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

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

Resolution adopted this 23rd day of February 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

sm/

cc: c/a – Ohio Office of Criminal Justice Services
OGA
W.C. Sheriff's Office (file)
OCJS
Auditor's Office – Brenda Quillen



Department of
Public Safety



Office of Criminal Justice Services

Mike DeWine, Governor
Jon Ruttel, Lt. Governor

Thomas J. Silkebaugh, Director
Karlton F. Moore, Executive Director

SUBGRANT AWARD AGREEMENT

Subgrant Number: 2020-CE-LEF-2224

Title: Warren County Sheriff's Office

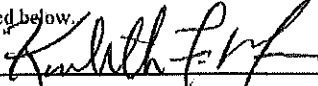
In accordance with the provisions of the FY20(BJA - CESF) Pub. L. No. 116-136, Div. B; 28 U.S.C. 530C, Catalog of Federal Domestic Assistance (CDFA) 16.034 Coronavirus Emergency Supplemental Funding Program 2020 funded through the U.S. Department of Justice Bureau of Justice Assistance, the Ohio Office of Criminal Justice Services, as the duly authorized State Agency, hereby approves the project application submitted as complying with the requirements of the Agency for the fiscal year indicated in the subgrant number above and awards to the foregoing Subgrantee a Subgrant as follows:

| | | | |
|----------------------|--------------------------------|-------------|------|
| Subgrantee: | Warren County Commissioners | | |
| Implementing Agency: | Warren County Sheriff's Office | | |
| Award Periods: | 03/01/2020 to 03/31/2021 | | |
| Closeout Deadline: | 05/30/2021 | | |
| Award Amounts: | OCJS Funds: | \$31,155.00 | 100% |
| | Cash Match: | \$0.00 | |
| | Inkind Match: | \$0.00 | |
| | Project Total: | \$31,155.00 | 100% |

The terms set forth in the 'Responsibility for Claims' section of the OCJS Standard Federal Subgrant Conditions Handbook are subject to Ohio law, including section 3345.15 of the Ohio Revised Code and the Ohio Constitution. As a result, those terms may not apply to subgrant recipients who are political subdivisions of the state, and do not apply to state instrumentalities.

This Subgrant is subject to the statements as set forth in the approved Programmatic and Budget Application submitted and approved revisions thereto, as well as the OCJS Standard Federal Subgrant Conditions and Special Conditions to this Subgrant, which are attached hereto and hereby included by reference herein. The Subgrant is also bound by all applicable federal guidelines, as referenced in the Standard Conditions. Revisions to this Subgrant Award Agreement must be approved in writing by OCJS.

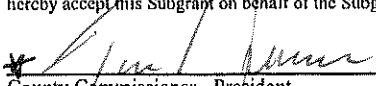
The Subgrant shall become effective as of the award date, for the period indicated, upon return to OCJS of this Subgrant Award Agreement executed on the behalf of the Subgrantee's and Implementing Agency's authorized official in the space provided below.


Karlton F. Moore, Executive Director
Ohio Office of Criminal Justice Services

2/3/21
Award Date

The Subgrantee agrees to serve as the official subrecipient of the award, agrees to provide the required match as indicated above, and assumes overall responsibility for compliance with the terms and conditions of the award. I hereby accept this Subgrant on behalf of the Subgrantee.

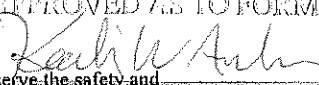
The Implementing Agency agrees to comply with the terms and conditions of the award. I hereby accept this Subgrant on behalf of the Implementing Agency.


County Commissioner - President
Warren County Commissioners - Vice
Date 2/23/21


Sheriff
Warren County Sheriff's Office
Date 2-9-2021

Mission Statement

"to save lives, reduce injuries and economic loss, to administer Ohio's motor vehicle laws and to preserve the safety and well being of all citizens with the most cost-effective and service-oriented methods available."

APPROVED AS TO FORM

Keith W. Anderson
Asst. Prosecuting Attorney

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

Resolution

Number 21-0258

Adopted Date February 23, 2021

APPROVE THE ACCEPTANCE OF SCOPE OF WORK QUOTE FROM INDIGITAL, ON BEHALF OF WARREN COUNTY TELECOMMUNICATIONS

WHEREAS, these services will include labor to move the Solacom B side controller, reinstall and test as listed on the Scope of Services attached hereto and a part hereof; and

NOW THEREFORE BE IT RESOLVED, approve the acceptance of the scope of work quote with INdigital on behalf of Warren County Telecommunications.

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

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

Resolution adopted this 23rd day of February 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: c/a—INdigital
Telecom (file)



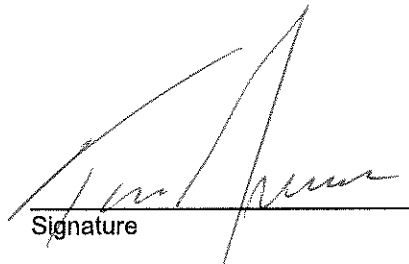
February 17, 2021

Warren County, OH
Solacom B Side Controller Move

Scope of Work

- Techs arrive on site at 11am. (2h 45min from Fort Wayne Office)
- Techs bring INdigital owned Dolly and/or Hand cart.
- INdigital supplies plywood for makeshift path.
- INdigital Provides 4 techs for the physical move
- Chase works from the PSAP to do the backend work of moving stations, moving call traffic and coordinate testing with the PSAP directly until clear then meets at B Side Location for further assistance.
- Install SMS 4G Gateways once B Side is back online.
- The total length of the move, from door to door, is about 50 feet.
- The path is across gravel which is snow covered.
- Paul Kindell's staff can be available to assist with moving the pieces of plywood if needed.
- Power, cabling, etc., is all in place for the B sides new spot.

| | |
|-------------------------------------------------------------------|------------|
| Travel – Approximately 5 hours round trip - Trip charge | \$250.00 |
| 4 Techs labor to move, reinstall & test B side Solacom controller | \$2,160.00 |
| Sub-total | \$2,410.00 |
| Discount | -\$910.00 |
| Total Investment | \$1,500.00 |


Signature

2/23/21
Date

Tom Grossmann
Print

Vice President
Title

Larry Stidham
Vice President Sales & Marketing | INdigital

direct: 260.469.2151
email: lstidham@indigital.net
main office: 877.469.2010
website: indigital.net
address: 1616 Directors Row, Fort Wayne, IN 46808
join us online: [Facebook](#) | [Twitter](#) | [LinkedIn](#)

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

Resolution

Number 21-0259

Adopted Date February 23, 2021

ENTER INTO THE IN-BUILDING RADIO DISTRIBUTION AGREEMENT WITH
VERIZON WIRELESS ON BEHALF OF WARREN COUNTY TELECOMMUNICATIONS

WHEREAS, Verizon Wireless will install multicarrier neutral host capable in-building distribution antenna system which shall include microcell(s), rerad(s) or other similar or comparable in-building radio distribution devices; and

NOW THEREFORE BE IT RESOLVED, to authorize the President of the Board to sign the Verizon Wireless In-Building Radio Distribution Agreement, as attached hereto and made a part hereof.

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

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

Resolution adopted this 23rd day of February 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: c/a—Verizon Wireless
Telecom (file)

In-Building Radio Distribution Agreement

This In-Building Radio Distribution Agreement (“Agreement”) is made, and shall be effective, as of the last date of the signatures below (“Effective Date”), between Warren County Ohio, with a principal place of business at 406 Justice Drive, Lebanon, OH 45036 (“Licensor”) and Celco Partnership d/b/a Verizon Wireless, a Delaware general partnership, with a principal place of business at One Verizon Way, Mail Stop 4AW100, Basking Ridge, NJ 07920 (“Licensee”). Licensor and Licensee may be referenced in this Agreement individually as a “Party” or collectively as the “Parties”.

1. **License.** Licensor hereby licenses to Licensee certain spaces on and within Licensor's premises at 416 S. East Street, 900 Memorial Drive, 406 Justice Drive, 500 Justice Drive, 822 Memorial Drive, Lebanon, OH 45036 (the “Premises”) for the installation of a multicarrier neutral host capable in-building distributed antenna system (“System”) which shall include microcell(s), rerad(s) or other similar or comparable in-building radio-distribution devices and the antennas serving them together with cables, fibers or the equivalent connecting them, and for the placement of Licensee Equipment as defined below. The Premises, System, components and design principles are described on Exhibit A. Licensee’s Equipment is shown on Exhibit B. The Licensee Equipment shall include Licensee owned or controlled equipment for the exclusive use by Licensee that connects to the System. Licensee may replace and augment the System and the Licensee Equipment or portions of either with similar or comparable equipment and modify any frequencies upon which such equipment operates as needed to provide in-building coverage.
2. **Consideration.** In consideration for the rights granted herein, Licensor’s Premises will receive the benefits of enhanced wireless communications arising from operation of the System. The design, construction, equipment, installation and maintenance of the System shall be at Licensee’s sole cost.
3. **Construction, Installation, Maintenance & Interference.** All construction, installation and maintenance shall be performed by Licensee or its contractors in a safe manner consistent with current wireless industry engineering and construction standards and practices, and lien-free. Licensee, with Licensor’s cooperation as or if needed, shall obtain all required governmental and quasi-governmental permits, licenses, approvals, and authorizations. Licensee agrees to only install radio equipment of the type and frequency that will not cause measurable interference to the equipment of Licensor or other tenants of the Premises existing as of the date of this Agreement. Should Licensee’s equipment cause measurable interference, and provided Licensor gives written notice, Licensee will take all steps necessary to correct and eliminate the interference. Licensor agrees that it and/or any other tenant of the Premises (current or future) will install only such radio equipment that is of the type and frequency that will not cause measurable interference to the existing equipment of Licensee. Should Licensor’s or another tenants’ equipment cause measurable interference with Licensee, and provided Licensee gives written notice to Licensor of it, Licensor will take all steps necessary to correct and eliminate the interference, including causing other tenants of the Premises causing such interference to

correct and eliminate the interference. The parties acknowledge that there will not be an adequate remedy at law for non-compliance with the provisions of this paragraph and therefore, either party shall have the right to specifically enforce the provisions of this paragraph in a court of competent jurisdiction. Licensor expressly acknowledges and agrees that Licensee shall have the right to install exterior antennas as part of the System, as part of the initial installation contemplated under this Agreement, and as part of any future modifications.

4. Power. Licensor will supply electrical power in quality, quantity, and levels currently available at the Premises, and customary for the operation of the System, at Licensor's cost. Notwithstanding the foregoing, no interruption or discontinuance of such electrical power will render Licensor liable to Licensee for damages or relieve Licensee of any of its obligations hereunder, except as such results from the acts or omissions of the Licensor.

5. Ownership & Control. The System is personal property of Licensee, and Licensee at all times owns and controls the System. Licensor and Licensee agree, and Licensor shall so inform any purchaser or mortgagee of the Premises of this Agreement, that all equipment forming a part of the System shall be and remain the property of Licensee under all circumstances, under Licensee's exclusive control, free and clear of any liens or encumbrances other than those permitted by Licensee, and shall be deemed to be and remain personal property and not part of the real estate on which the same are located. Without limitation on any other rights of Licensee, such equipment may be removed by Licensee upon expiration or cancellation of the term of this Agreement, as the same may be from time to time extended or renewed, or upon earlier termination, for whatever reason. Licensee shall have 90 days after such expiration or termination to accomplish such removal. Licensee shall restore any areas of Licensor's premises damaged by such removal, except normal wear and tear.

6. Access. Licensor agrees to provide Licensee, its employees and agents access to the Premises twenty-four hours a day, seven days a week for the purpose of design, construction, installation, upgrading, maintenance and repair of the System, including testing of radio frequency coverage.

7. Term; Default; Termination.

a. The initial term of this Agreement shall be five years beginning on the Effective Date, with four automatic five-year renewal terms, unless either Party terminates it at the end of the then current term by giving the other Party written notice of intent to terminate at least six months prior to the end of the then current term.

b. Notwithstanding anything to the contrary contained herein, Licensee shall have the right to terminate this Agreement at any time without cause provided that 30 days prior notice is given to Licensor.

c. In the event Licensee defaults in the performance of any of its covenants or obligations hereunder and such default continues for a period of 60 days after written notice

thereof from Licensor (unless the nature of the event takes longer to cure and Licensee commences a cure within the time period and diligently pursues it), Licensor may thereafter terminate this Agreement by written notice to Licensee.

d. Upon any such termination, Licensee shall remove Licensee Equipment and, at the option of Licensee, may remove the entire System. Licensee shall repair or restore any damage to the Premises resulting from the removal of the Licensee Equipment or System, normal wear and tear excepted.

8. Insurance.

b. The Licensee shall procure and maintain throughout the term of this Agreement commercial general liability insurance with limits of \$2,000,000 per occurrence for bodily injury (including death) or damage to or destruction of property (including the loss of use thereof). Licensor shall be named as an additional insured as their interest may appear under this Agreement on the liability insurance. When permitted by law, Licensee may elect to self-insure any portion of the insurance required to be maintained if Licensee meets one of the following criteria: (i) maintain a senior unsecured credit rating from Standard & Poor's and Moody's of at least BBB- or Baa2 or commensurate rating respectively; or (ii) maintain a minimum net worth of \$100 million at all times throughout the term of this Agreement. If, at any time during the term of this Agreement, Licensee no longer meets the self-insurance requirements set forth above, Licensee shall procure and maintain insurance for the risks it is self-insuring as soon as possible but no later than 30 days from the date of such event.

9. Limitation of Liability. Whether the cause of any damage, loss or liability is insurable, insured or not insured, foreseen or unforeseen, neither Party shall be responsible or liable to the other for anticipatory profits or any indirect, special, incidental or consequential damages of any kind or nature arising directly or indirectly in connection with the construction, use or operation of the Premises or the exercise of any rights related thereto, whether based on an action or claim in contract or tort, including negligence, strict liability or otherwise.

10. Quiet Enjoyment. Licensor covenants that Licensee, upon performing all the covenants, shall peaceably and quietly have, hold and enjoy the Premises. ; Licensor owns or leases the Premises or otherwise has the right to grant the license given in this Agreement; the Licensor has obtained all required consents or approvals from any landlord, mortgagee or other person or entity having an interest therein; and Licensor is not in default under any lease with the owner of the Premises and the term of such lease extends to the term of this Agreement with any and all renewal terms.

11. Title and Environmental Representations and Warranties. Except as disclosed to and acknowledged in writing by Licensee, Licensor represents and warrants that; (i) Licensor owns or leases the Premises or otherwise has the right to grant the license granted hereunder and has obtained all required consents or approvals from any landlord,

mortgagee or other person or entity having an interest therein; At its sole discretion, Licensee may cease installation or operation of the System and Licensee Equipment, until such times as Licensor corrects any condition that would be a breach of the above representations and warranties.

12. Assignment. This Agreement may be assigned by Licensee to its principal, affiliates or subsidiaries, or to any entity which acquires all or substantially all of its assets in the applicable FCC license area by reason of a merger, acquisition or other business reorganization, without the consent of Licensor. As to other parties, any sale, assignment or transfer by either Party must be with the written consent of the other Party, such consent not to be unreasonably withheld.

13. Notice. All notices hereunder must be in writing and shall be sent certified mail, return receipt requested, to Licensor at 406 Justice Drive, Lebanon, OH 45036 and to Licensee at 180 Washington Valley Road, Bedminster, NJ 07921, Attention Network – Real Estate.

14. Miscellaneous. This Agreement contains all agreements, promises and understandings between Licensor and Licensee regarding this transaction, and no oral agreement, promises or understandings shall be binding upon either Licensor or Licensee in any dispute, controversy or proceeding. This Agreement may not be amended or varied except in a writing signed by all Parties. This Agreement shall extend to and bind the heirs, personal representatives, successors and assigns hereto. The failure of either Party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights hereunder shall not waive such rights, and the Parties shall have the right to enforce such rights at any time. This Agreement and the performance hereof shall be governed interpreted, construed and regulated by the laws of the state in which the Premises are located without reference to its choice of law rules.

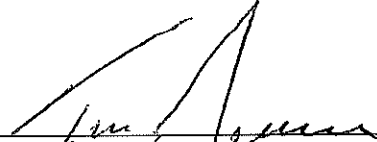
[SIGNATURE PAGE FOLLOWS.]

Permittor Site Name: Warren County Ohio
Permittor Site Number: 644588

IN WITNESS WHEREOF, the authorized representatives of the Parties hereto execute this Agreement below, intending to be bound.

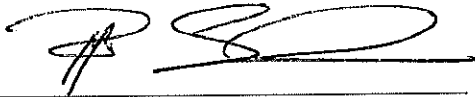
LICENSOR

Warren County Ohio

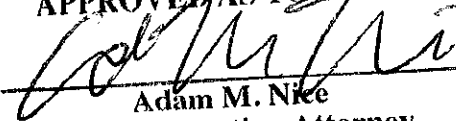
By: 
Name: Tom Grossmann
Title: Vice President
Date: 2/23/21

LICENSEE

Cellco Partnership d/b/a Verizon Wireless

By: 
Name: Rob Sanderson
Title: MGR In Building
Date: 2-8-21

APPROVED AS TO FORM


Adam M. Nice

Asst. Prosecuting Attorney

Permitter Site Name: Warren County Ohio
Permitter Site Number: 644588

Exhibit A
Premises, System, Design

Permitter Site Name: Warren County Ohio
Permitter Site Number: 644588

Exhibit B
Licensee's Equipment

Equipment List Report

Project name: Warren County

Design company: Indoor Wireless Inc.

Project creation date: 4/20/2020

Designer: Bruce A. Yoder

| Type | Manufacturer | Model | Description | Inventory# | Qty |
|-------------------|----------------------|--------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|---------------|
| Network Equipment | Cisco | WS-C3650-24PS-L | Cisco Catalyst 3560 Series Switches - 24 10/100/1000 Ethernet ports + 4 SFP Ports, with AC power supply | N/A | 1 |
| Network Equipment | Cisco | WS-C3850-12S-S (C3850-NM-4-1G) | Stackable 12 SFP Ethernet ports, with 350WAC power supply, 1 RU, IP Base feature set. C3850-NM-4-1G:4 x Gigabit Ethernet network modules | N/A | 1 |
| Network Equipment | Cisco | WS-C3560CX-8PC-S | Cisco Catalyst 3560-CX Series Switches - 10 10/100/1000 Ethernet ports + 2 SFP Ports, with AC power supply | N/A | 12 |
| Cable | CommScope | 760107201 | GigaSPEED X10D® Cat 6A U/UTP Cable, blue jacket, 4 pr count, per ft (2091B BL 4/23 W1000) | N/A | 10575.02 feet |
| Cable | CommScope | CPCSSY2-0ZF006 | GigaSPEED X10D® Patch Cord, Blue, Plenum, 6 ft | N/A | 88 |
| Cable | CommScope | CPCSSY2-0ZM002 | GigaSPEED X10D® Patch Cord Blue, Plenum, 2m | N/A | 105 |
| Miscellaneous | CommScope | 7680813 | [Era™] SFP+ 10GBase-LR, (SM) | N/A | 26 |
| Miscellaneous | CommScope | 760057356 M202SMB-246 | M200 Surface Mount Box, 2 port, Ivory (M202SMB-246) | N/A | 88 |
| Miscellaneous | CommScope | 760152587 | SYSTIMAX 360™ GigaSPEED X10D® 1100GS6 Evolve Cat 6A U/UTP Patch Panel, 24 port | N/A | 13 |
| Network Equipment | CommScope | 760092429 | GigaSPEED X10D® MGS600 Series Information Outlet, white (MGS600-262) | N/A | 88 |
| Cable | Generic | LC-UPC LC-UPC Duplex Jumper | Duplex jumper LC-UPC - LC-UPC, 3m | N/A | 26 |
| Attenuator | RFS | N-TER-02 | Termination Load - 0-3000MHz - 02W - N Connectors | N/A | 3 |
| Splitter | RFS | CDSE4x4-698/2700-01 | 4X4 Hybrid Combiner - 694-2700MHz - N Connectors - PIM-155dBc | N/A | 1 |
| Network Equipment | SpiderCloud Wireless | SCSN | Services Node | N/A | 1 |
| Radio Transceiver | SpiderCloud Wireless | SCRN-310-0413 | Dual-carrier, LTE/LTE Radio Node, PoE+, Internal Antenna, LTE Band 4 (1710-1755/2110-2155) / LTE Band 13 (777-787/746-756); 2x21 dBm. Note: Default mount orientation: ceiling-mount. For wall-mount, set mechanical downtilt angle to 90 degrees. | N/A | 86 |

| Type | Manufacturer | Model | Description | Inventory# | Qty |
|-------------------|----------------------|---------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|-----|
| Radio Transceiver | SpiderCloud Wireless | SCRN-310-0413 (Side Wall Mount) | Dual-carrier, LTE/LTE Radio Node, PoE+, Internal Antenna, LTE Band 4 (1710-1755/2110-2155) / LTE Band 13 (777-787/746-756); 2x21 dBm. Note: mount orientation: wall-mount. For wall-mount, mechanical downtilt angle has been set to 90 degrees. | N/A | 1 |
| Radio Transceiver | SpiderCloud Wireless | SCRN-310-0413-E | Dual-carrier, LTE/LTE Radio Node, PoE+, External Antenna SMA Connectors, LTE Band 4 (1710-1755/2110-2155)/LTE Band 13 (777-787/746-756). Band 4: 2x21dBm, Band 13: 2x21dBm Note: Default mount orientation: ceiling-mount. For wall-mount, set mechanical downtilt angle to 90 degrees. LTE radio is 2x2 MIMO. Both antennas transmit & receive. | N/A | 1 |
| Cable | Tessco Technologies | RG-142 NM-SMAM-2' | Teflon Jumper Cable 2' RG142 N-Male / SMA-Male - Dual Silver Shields - Brown Tinted FEP Jacked | N/A | 4 |

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

Resolution

Number 21-0260

Adopted Date February 23, 2021

APPROVE CHANGE ORDER NO. 1 TO THE CONTRACT WITH BUILDING CRAFTS INC. FOR THE CONSTRUCTION OF THE LOWER LITTLE MIAMI WASTEWATER TREATMENT PLANT IMPROVEMENTS PROJECT, PURCHASE ORDER NO. 20001880

WHEREAS, this Board on June 16, 2020 entered into a Contract with Building Crafts, Inc. for upgrades to the Lower Little Miami Wastewater Treatment Plant.; and

WHEREAS, Warren County Water and Sewer Department is requesting Building Crafts, Inc. to perform additional work items not contained within the Contract; and

WHEREAS, a Change Order and Purchase Order modification is necessary in order to accommodate said changes; and

NOW THEREFORE IT IS RESOLVED:

1. Approve Change Order No. 1 to the Contract with Building Crafts, Inc., increasing Purchase Order No. 20001880 by \$16,519 and creating a new Contract and Purchase Order price in the amount of \$ 2,366,519.
2. By said Change Order, attached thereof and made part thereof, all costs and work associated with the change shall be incorporated into the Contract.
3. That the Vice President of this Board hereby execute and sign Change Order No. 1 of the Contract with Building Crafts, Inc. for the construction of the Lower Little Miami Wastewater Treatment Plant Improvements Project.

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

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

Resolution adopted this 23rd day of February 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Water/Sewer (file)
Project File
C/A— Building Crafts, Inc.



**Warren County
Water & Sewer Dept.**

406 Justice Drive
Lebanon, Ohio 45036
Phone: (513) 695-1377
FAX (513) 695-2995

CHANGE ORDER

DATE: February 16, 2021

Change Order Number 1

Project Name: Lower Little Miami Wastewater Treatment Plant Improvements

| ITEM | DESCRIPTION | ADDITIONS | DELETIONS | CONTRACT TIME IMPACT |
|-------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|-----------------|----------------------|
| 1 | 18-inch Force Main Pipe Material Substitution Furnish and install 18-inch HDPE pipe in lieu of the specified 18-inch ductile iron pipe for the Foster Pump Station force main. (Attachment A) | | \$10,500 | None |
| 2 | Socialville Foster Road Traffic Control Provide subcontracting traffic control company to regulate traffic on Socialville-Foster Road while one lane is closed during the extension of the 18-inch force main. (Attachment B). | \$8,971 | | None |
| 3 | Preliminary Treatment Slide Gate Replacement Furnish and provide all labor, equipment, and materials to replace the inoperable slide gate in the Preliminary Treatment Building. (Attachment C) | \$18,048 | | None |
| Sums of the ADDITIONS and DELETIONS | | \$27,019 | \$ 10,500 | |
| TOTALS FOR THIS CHANGE ORDER | | | \$16,519 | |

Original contract price \$2,350,000
 Current contract price adjusted by previous change orders \$ 2,350,000
 The Contract price due to this change order will be increased by \$16,519
 The New contract price including this change order will be \$ 2,366,519
 The contract time will be increased by 0 calendar days.

Acceptance of this Change Order by the contractor constitutes final settlement of all matters relating to the change in Work that is the subject of the Change Order, including but not limited to, all direct, indirect and cumulative costs and schedule impacts associated with such change and any and all adjustments to the Contract Sum or Price and the extension of the Contract completion time.

[Signature] 2/12/21
 Contractor's Signature Date
Chay Brown 2/12/21
 Warren County Sanitary Engineer Date

Warren County Commissioner Date
[Signature] 2/23/21
 Warren County Commissioner Date
 Vice President
 Warren County Commissioner Date



BUILDING CRAFTS, INC.
Contractors | Engineers

2 Rosewood Drive
P.O. Box 286
Wilder, KY 41076

Phone: (859) 781-9500
Fax: (859) 781-9505

www.buildingcrafts.com

CHANGE ORDER NO. 1
ATTACHMENT A

November 10, 2020

Warren County Board of Commissioners
Attn: Chris Brausch
406 Justice Drive
Lebanon, OH 45036

Re: Lower Little Miami WWTP Improvements
Proposal No. 0702-CP01: HDPE Pipe Substitution

Dear Mr. Brausch,

Building Crafts, Inc. submits Proposal No. 0702-CP01: HDPE Pipe Substitution for your consideration. The proposed change order includes furnishing and installing 18-inch HDPE pipe in lieu of 18-inch ductile iron pipe from the Foster Pump Station force main to the tie-in location at Old Foster Pump Station. Building Crafts is offering a credit of Ten Thousand Five Hundred and 00/100 Dollars (\$10,500.00) for this substitution. See attached breakdown.

This is a lump sum proposal that is valid for ten (10) days. Please review this proposal at your earliest convenience and notify us if this proposal is acceptable. Do not hesitate to contact me if you should have any questions on this matter.

Sincerely,
Building Crafts, Inc.

Mike Dreyer
Project Manager

Date: October 19, 2018
 Proposal No: 0702-CP01
 Description: HDPE Substitution

| REFERENCE | ITEM DESCRIPTION | QTY | UNIT | MATERIAL | | LABOR | | EQUIPMENT | | SUBCONTRACT | | |
|-----------|----------------------------------------------|-------|------|-------------|----------------|-----------|---------------|-----------|------------|-------------|------------|--|
| | | | | UNIT COST | TOTAL COST | UNIT COST | TOTAL COST | UNIT COST | TOTAL COST | UNIT COST | TOTAL COST | |
| | Credits for DIP | | | | | | | | | | | |
| | 18" DIP | 200 | ft | \$ 122.30 | \$ (24,460.00) | | | | | | | |
| | 18" Mega Lug Kits | 10 | ea | \$ 175.00 | \$ (1,750.00) | | | | | | | |
| | Laborer | 48 | hr | | | \$ 42.87 | \$ (2,057.76) | | | | | |
| | Operator | 24 | hr | | | \$ 52.34 | \$ (1,256.16) | | | | | |
| | Costs for HDPE | | | | | | | | | | | |
| | 18" HDPE Pipe | 200 | ft | \$ 54.64 | \$ 10,927.00 | | | | | | | |
| | 18" DR11 MJ Adapter | 4 | ea | \$ 530.16 | \$ 2,120.64 | | | | | | | |
| | 18" HDPE MJ Gland Pack | 4 | ea | \$ 180.67 | \$ 722.68 | | | | | | | |
| | Fusion Machine Rental | 1 | LS | \$ 5,000.00 | \$ 5,000.00 | | | | | | | |
| | Laborer | 32 | hr | | | \$ 42.87 | \$ 1,371.84 | | | | | |
| | Operator | 16 | hr | | | \$ 52.34 | \$ 837.44 | | | | | |
| | Subtotals | | | | \$ (7,439.68) | | \$ (1,104.64) | | \$ - | | \$ - | |
| | Material | | | | \$ (7,439.68) | | | | | | | |
| | Small Tools | 5% | L | | \$ (55.23) | | | | | | | |
| | Sales Tax | 0.00% | | | \$ - | | | | | | | |
| | Subtotal - Material | | | | \$ (7,494.91) | | | | | | | |
| | Labor | | | | \$ (1,104.64) | | | | | | | |
| | Superintendent | 0.0 | hr | \$ 65.00 | \$ - | | | | | | | |
| | Project Manager | 0.0 | hr | \$ 100.00 | \$ - | | | | | | | |
| | Payroll Tax, Insurance, Contributions | 27% | | | \$ (298.25) | | | | | | | |
| | Subtotal - Labor | | | | \$ (1,402.89) | | | | | | | |
| | Equipment | | | | \$ - | | | | | | | |
| | Subtotal - Equipment | | | | \$ - | | | | | | | |
| | Subcontract | | | | \$ - | | | | | | | |
| | Subcontract Overhead & Profit | 5% | | | \$ - | | | | | | | |
| | Subtotal - Subcontract | | | | \$ - | | | | | | | |
| | Overhead & Profit | 15% | | | \$ (1,334.67) | | | | | | | |
| | Bonds & Insurance | 3.0% | | | \$ (266.93) | | | | | | | |
| | Subtotal - OH&P, Bonds, Insurance | | | | \$ (1,601.60) | | | | | | | |
| | CHANGE REQUEST TOTAL | | | | \$ (10,499) | | | | | | | |



BUILDING CRAFTS, INC.
Contractors | Engineers

2 Rosewood Drive
P.O. Box 286
Wilder, KY 41076

Phone: (859) 781-9500
Fax: (859) 781-9505

www.buildingcrafts.com

CHANGE ORDER NO. 1
ATTACHMENT B

December 22, 2020

Warren County Board of Commissioners
Attn: Chris Brausch
406 Justice Drive
Lebanon, OH 45036

Re: Lower Little Miami WWTP Improvements
Proposal No. 0702-CP02: Socialville-Foster Road Tie-in

Dear Mr. Brausch,

Following the response to RFI-003 Building Crafts, Inc. submits Proposal No. 0702-CP02: Socialville-Foster Road Tie-in for your consideration. The proposed change order includes using a subcontracted traffic control company to regulate traffic on Socialville-Foster Road while one lane is closed during working hours. Also included in this proposal is the use of CDF backfill due to the proximity of the tie-in location to the roadway. Building Crafts is proposing the total cost of this work to be of Eight Thousand Nine Hundred and Seventy-One and 00/100 Dollars (\$8,971.00). See attached breakdown.

This is a lump sum proposal that is valid for ten (10) days. Please review this proposal at your earliest convenience and notify us if this proposal is acceptable. Do not hesitate to contact me if you should have any questions on this matter.

Sincerely,
Building Crafts, Inc.

Mike Dreyer
Project Manager

Date: December 22, 2020
 Proposal No: 0702-CP02
 Description: Socialville-Foster Road Tie0in

| REFERENCE | ITEM DESCRIPTION | QTY | UNIT | MATERIAL | | LABOR | | EQUIPMENT | | SUBCONTRACT | |
|----------------------------------------------|------------------|-----|------|-----------|-------------|-----------|------------|-----------|------------|-------------|-------------|
| | | | | UNIT COST | TOTAL COST | UNIT COST | TOTAL COST | UNIT COST | TOTAL COST | UNIT COST | TOTAL COST |
| 1 | Traffic Control | 40 | HR | | | | | | | \$ 176.00 | \$ 7,040.00 |
| 2 | CDF Backfill | 10 | CY | \$ 115.00 | \$ 1,150.00 | | | | | | |
| Subtotals | | | | | \$ 1,150.00 | | \$ - | | \$ - | | \$ 7,040.00 |
| Material | | | | | \$ 1,150.00 | | | | | | |
| Small Tools | | | | 5% L | \$ - | | | | | | |
| Sales Tax | | | | 0.00% | \$ - | | | | | | |
| Subtotal - Material | | | | | \$ 1,150.00 | | | | | | |
| Labor | | | | | \$ - | | | | | | |
| Superintendent | | | | 0.0 hr | \$ 65.00 | | | | | | |
| Project Manager | | | | 0.0 hr | \$ 100.00 | | | | | | |
| Payroll Tax, Insurance, Contributions | | | | 27% | \$ - | | | | | | |
| Subtotal - Labor | | | | | \$ - | | | | | | |
| Equipment | | | | | \$ - | | | | | | |
| Subtotal - Equipment | | | | | \$ - | | | | | | |
| Subcontract | | | | | \$ 7,040.00 | | | | | | |
| Subcontract Overhead & Profit | | | | 5% | \$ 352.00 | | | | | | |
| Subtotal - Subcontract | | | | | \$ 7,392.00 | | | | | | |
| Overhead & Profit | | | | 15% | \$ 172.50 | | | | | | |
| Bonds & Insurance | | | | 3.0% | \$ 256.26 | | | | | | |
| Subtotal - OH&P, Bonds, Insurance | | | | | \$ 428.76 | | | | | | |
| CHANGE REQUEST TOTAL | | | | | \$ 8,971 | | | | | | |



BUILDING CRAFTS, INC.
Contractors | Engineers

2 Rosewood Drive
P.O. Box 286
Wilder, KY 41076

Phone: (859) 781-9500
Fax: (859) 781-9505

www.buildingcrafts.com

CHANGE ORDER NO. 1
ATTACHMENT C

January 29, 2021

Warren County Board of Commissioners
Attn: Chris Brausch
406 Justice Drive
Lebanon, OH 45036

Re: Lower Little Miami WWTP Improvements
Proposal No. 0702-CP03: Preliminary Treatment Slide Gate

Dear Mr. Brausch,

Building Crafts, Inc. received a request to provide pricing to replace the inoperable slide gate in the Preliminary Treatment Building. The county provided quotes for the by-pass pumping and slide gates. Based on the desired slide gate Building Crafts, Inc. submits Proposal No. 0702-CP03: Preliminary Treatment Slide Gate for your consideration. The proposed change order includes all labor for demolition of the existing gate, by-pass pumping, and installation of a new Waterman 316 Stainless Steel Gate. Building Crafts is proposing the total cost of this work to be of Eighteen Thousand Forty-Eight and 00/100 Dollars (\$18,048.00). See attached breakdown.

This is a lump sum proposal that is valid for ten (15) days. Please review this proposal at your earliest convenience and notify us if this proposal is acceptable. Do not hesitate to contact me if you should have any questions on this matter.

Sincerely,
Building Crafts, Inc.

Mike Dreyer
Project Manager

Date: January 5, 2021
 Proposal No: 0702-CP03
 Description: Preliminary Treatment Building Slide Gate

| REFERENCE | ITEM DESCRIPTION | QTY | UNIT | MATERIAL | | LABOR | | EQUIPMENT | | SUBCONTRACT | |
|------------------|-----------------------------------------------|-----|------|-------------|--------------------|-----------|--------------------|-----------|-------------|-------------|--------------------|
| | | | | UNIT COST | TOTAL COST | UNIT COST | TOTAL COST | UNIT COST | TOTAL COST | UNIT COST | TOTAL COST |
| 1 | 54x66 Inch Stainless Steel Slide Gate - 316SS | 1 | EA | \$ 9,021.00 | \$ 9,021.00 | | | | | | |
| | Freight | 1 | LS | \$ 632.00 | \$ 632.00 | | | | | | |
| 2 | By-pass Pumping | 1 | LS | | | | | | | \$ 3,000.00 | \$ 3,000.00 |
| 3 | Demolition of Existing Slide Gate | | | | | | | | | | |
| | Operator | 2 | HR | | | \$ 50.95 | \$ 101.90 | | | | |
| | Carpenter | 10 | HR | | | \$ 45.29 | \$ 452.90 | | | | |
| | Laborer | 10 | HR | | | \$ 41.57 | \$ 415.70 | | | | |
| 4 | Installation of New Slide Gate | | | | | | | | | | |
| | Operator | 2 | HR | | | \$ 50.95 | \$ 101.90 | | | | |
| | Carpenter | 10 | HR | | | \$ 45.29 | \$ 452.90 | | | | |
| | Laborer | 10 | HR | | | \$ 41.57 | \$ 415.70 | | | | |
| Subtotals | | | | | \$ 9,653.00 | | \$ 1,941.00 | | \$ - | | \$ 3,000.00 |

| | | | | |
|----------------------------------------------|--------|-----------|--|--------------------|
| Material | | | | \$ 9,653.00 |
| Small Tools | 5% L | | | \$ 97.05 |
| Sales Tax | 0.00% | | | \$ - |
| Subtotal - Material | | | | \$ 9,750.05 |
| Labor | | | | \$ 1,941.00 |
| Superintendent | 4.0 hr | \$ 65.00 | | \$ 260.00 |
| Project Manager | 0.0 hr | \$ 100.00 | | \$ - |
| Payroll Tax, Insurance, Contributions | 27% | | | \$ 594.27 |
| Subtotal - Labor | | | | \$ 2,795.27 |
| Equipment | | | | \$ - |
| Subtotal - Equipment | | | | \$ - |
| Subcontract | | | | \$ 3,000.00 |
| Subcontract Overhead & Profit | 5% | | | \$ 150.00 |
| Subtotal - Subcontract | | | | \$ 3,150.00 |
| Overhead & Profit | 15% | | | \$ 1,881.80 |
| Bonds & Insurance | 3.0% | | | \$ 470.86 |
| Subtotal - OH&P, Bonds, Insurance | | | | \$ 2,352.66 |
| CHANGE REQUEST TOTAL | | | | \$ 18,048 |

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

Resolution

Number 21-0261

Adopted Date February 23, 2021

DECLARE VARIOUS ITEMS WITHIN BUILDING & ZONING, COMMON PLEAS COURT- GENERAL DIVISION, DOMESTIC RELATIONS, AND FACILITIES MANAGEMENT AND AUTHORIZE THE DISPOSAL OF SAID ITEMS

BE IT RESOLVED, to authorize disposal of various items from Building & Zoning, Common Pleas Court- General Division, Domestic Relations, and Facilities Management in accordance with the Ohio Revised Code; list of said items attached hereto and made a part hereof.

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

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

Resolution adopted this 23rd day of February 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/tg

cc: 2021 Auction file
Facilities Management (file)
Brenda Quillen, Auditor's Office

Warren County Facilities Management

430 South East Street
513-695-1463

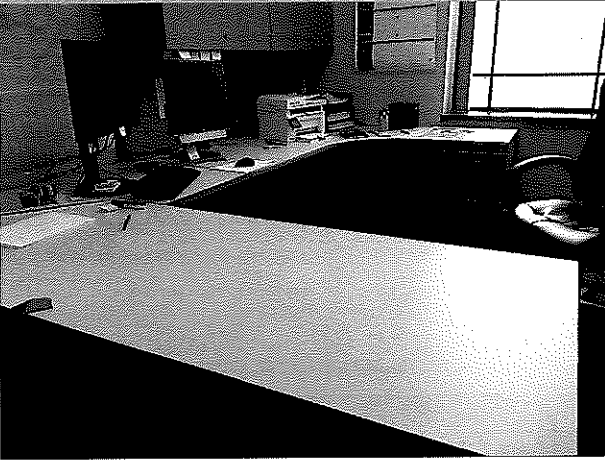
GovDeals # B&Z21001

Michael D. Shadoan
Director

GovDeals Item Inspection Form

Building & Zoning: _____ Date: Feb 9, 2021 001

DESK, FILING CABINETS, CHAIRS



| Select Item Type | | | | Lot of Multiple Items | |
|------------------|-------|-------|-----------------------|-------------------------------------------------|--|
| Qty | Brand | Model | Working Condition Y/N | Description | |
| 1 | | | Y | 2 DRAWER FILING CABINET | |
| 3 | | | Y | CHAIRS | |
| 1 | | | Y | DESK WITH 3 DRAWER AND 2 DRAWER FILING CABINETS | |
| 1 | | | Y | MARKER BOARD | |
| 1 | | | Y | OVERHANG FILING CABINETS | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

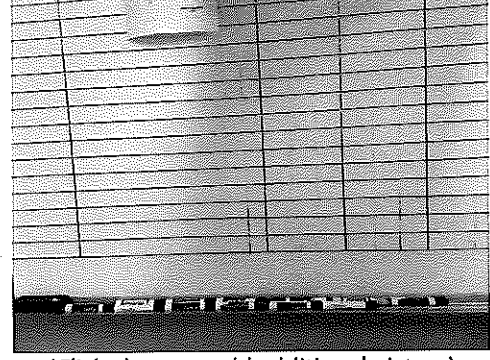
Additional Comments



(Click above to add additional picture)



(Click above to add additional picture)



(Click above to add additional picture)

Name: ANNA HELTON

Title: OFFICE ADMIN

Phone Number 513-695-1295

Location of Item: 3RD FLOOR

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

Warren County Facilities Management

GovDeals #

CPC21023

430 South East Street
513-695-1463

Michael D. Shadoan
Director

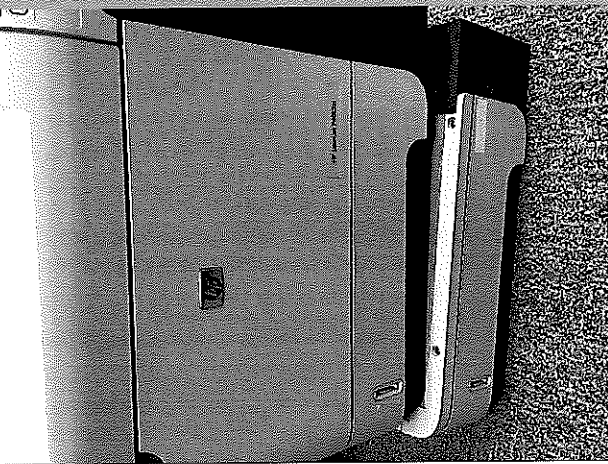
GovDeals Item Inspection Form

Common Pleas Court - General

Date: Jan 20, 2021

023

HP Laserjet Printers R



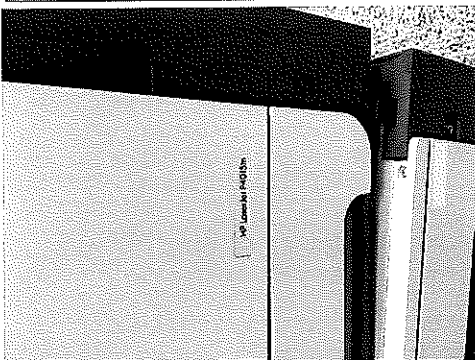
Select Item Type

Lot of Multiple Items

| Qty | Brand | Model | Working Condition Y/N | Description |
|-----|-------|--------|-----------------------|---------------------------------------|
| 1 | HP | 2035n | Unknown | HP Laserjet Printer |
| 1 | HP | P4015n | Unknown | HP Laserjet Printer w/additional tray |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

Additional Comments

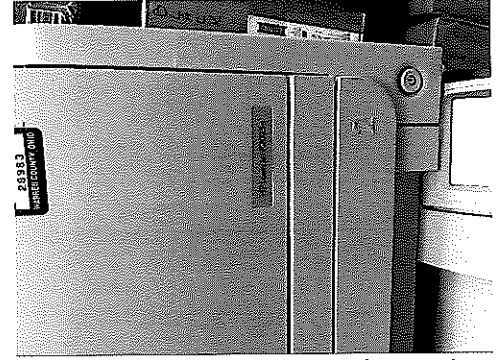
(2) HP Laserjet Printers - unknown condition



(Click above to add additional picture)



(Click above to add additional picture)



(Click above to add additional picture)

Name: CINDY PREWITT

Title: FISCAL COORDINATOR

Phone Number 513 695 2596

Location of Item: COMMON PLEAS COURT 500 JUSTICE DR LEBANON OH 45036

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

Warren County Facilities Management

DOM20043

430 South East Street
513-695-1463

Michael D. Shadoan
Director

GovDeals Item Inspection Form

Common Pleas Court - Domestic Relations

Nov 18, 2020

043

Chair



Select Item Type

Single Item

Category Furniture/Furnishings

Brand

Model #

Serial #

Date Removed From Service 7/15/20

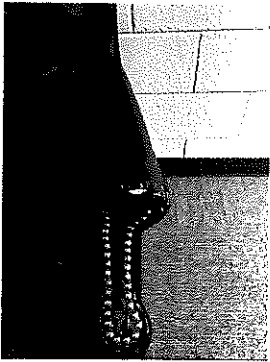
Did Item Work When Removed?

Yes

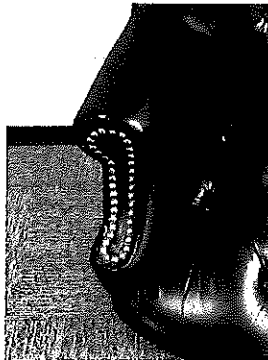
No

Unknown

Additional Comments



(Click above to add additional picture)



(Click above to add additional picture)



(Click above to add additional picture)

Name: Deborah Grubb

Title: Judicial Assistant

Phone Number 513-695-2487

Location of Item: Common Pleas Building

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

Warren County Facilities Management

GovDeals #

DOM21052

430 South East Street
513-695-1463

Michael D. Shadoan
Director

GovDeals Item Inspection Form

Common Pleas Court - Domestic Relations

Date:

Feb 11, 2021

052

COMPUTER PROCESSOR



Select Item Type

Single Item

Category Office Equipment/Supplies

Brand DELL

Model #

Serial #

Date Removed From Service 2/10/21

Did Item Work When Removed?

Yes

No

Unknown

Additional Comments

(Click above to add additional picture)

(Click above to add additional picture)

(Click above to add additional picture)

Name: Lisa Evans

Title: Judicial Assistant

Phone Number 695-1342

Location of Item: Common Pleas Building

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

Warren County Facilities Management

GovDeals #

DOM21051

430 South East Street
513-695-1463

Michael D. Shadoan
Director

GovDeals Item Inspection Form

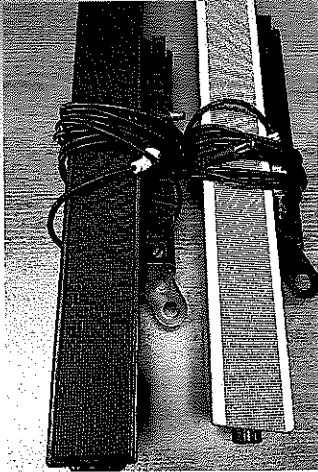
Common Pleas Court - Domestic Relations

Date:

Feb 11, 2021

051

COMPUTER SOUND BARS



Select Item Type

Lot of Multiple Items

| Qty | Brand | Model | Working Condition Y/N | Description |
|-----|---------|-------|-----------------------|--------------------|
| 1 | DELL | | UNKNOWN | COMPUTER SOUND BAR |
| 1 | UNKNOWN | | UNKNOWN | COMPUTER SOUND BAR |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

Additional Comments

(Click above to add additional picture)

(Click above to add additional picture)

(Click above to add additional picture)

Name: Lisa Evans

Title: Judicial Assistant

Phone Number 695-1342

Location of Item: Common Pleas Building

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

Warren County Facilities Management

GovDeals #

DOM21050

430 South East Street
513-695-1463

Michael D. Shadoan
Director

GovDeals Item Inspection Form

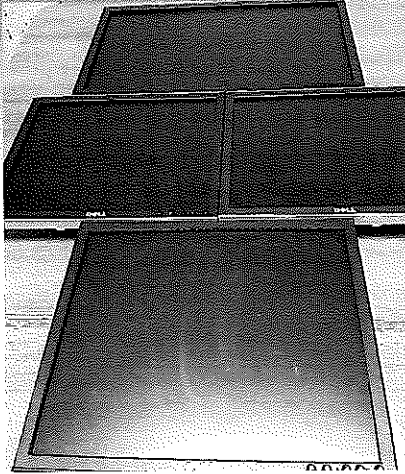
Common Pleas Court - Domestic Relations

Date:

Feb 11, 2021

050

COMPUTER MONITORS



Select Item Type

Lot of Multiple Items

| Qty | Brand | Model | Working Condition Y/N | Description |
|-----|------------|-------|-----------------------|-------------------|
| 1 | DELL | | | MONITOR - 13 X 16 |
| 1 | DELL | | | MONITOR - 12 X 14 |
| 1 | DELL | | | MONITOR - 14 X 14 |
| 1 | VIEW SONIC | | | MONITOR - 13 X 23 |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

Additional Comments

(Click above to add additional picture)

(Click above to add additional picture)

(Click above to add additional picture)

Name: LISA EVANS

Title: JUDICIAL ASSISTANT

Phone Number 695-1342

Location of Item: COMMON PLEAS BUILDING

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

GovDeals Item Inspection Form

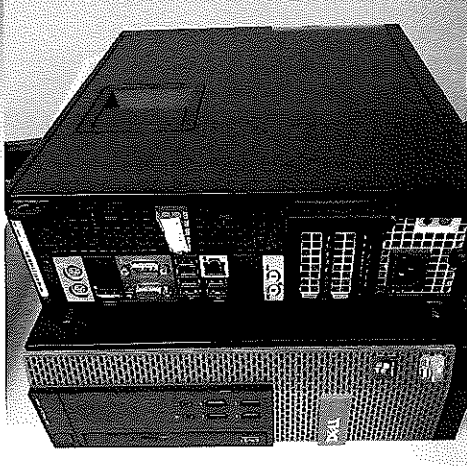
Common Pleas Court - Domestic Relations

Date:

Feb 11, 2021

049

Computer Processors



Select Item Type

Lot of Multiple Items

| Qty | Brand | Model | Working Condition Y/N | Description |
|-----|-------|-------|-----------------------|---------------------|
| 2 | Dell | | | Computer Processors |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

Additional Comments

(Click above to add additional picture)

(Click above to add additional picture)

(Click above to add additional picture)

Name: Lisa Evans

Title: Judicial Assistant

Phone Number 695-1342

Location of Item: Common Pleas Building

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

Warren County Facilities Management

430 South East Street
513-695-1463

GovDeals #

DOM21048

Michael D. Shadoan
Director

GovDeals Item Inspection Form

Common Pleas Court - Domestic Relations

Date:

Feb 11, 2021

048

MONITOR STANDS / BASES



Select Item Type

Lot of Multiple Items

| Qty | Brand | Model | Working Condition Y/N | Description |
|-----|------------|-------|-----------------------|--------------------------------------------------------------|
| 5 | View Sonic | | | Monitor Stands |
| 4 | View Sonic | | | Bases for Monitor stands (2 bases already attached to Stand) |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

Additional Comments

(Click above to add additional picture)

(Click above to add additional picture)

(Click above to add additional picture)

Name: Lisa Evans

Title: Judicial Assistant

Phone Number 695-1342

Location of Item: Common Pleas Building

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

Warren County Facilities Management

GovDeals #

DOM21047

430 South East Street
513-695-1463

Michael D. Shadoan
Director

GovDeals Item Inspection Form

Common Pleas Court - Domestic Relations

Date:

Feb 11, 2021

047

KEYBOARDS / MOUSES



Select Item Type

Lot of Multiple Items

| Qty | Brand | Model | Working Condition Y/N | Description |
|-----|------------|-------|-----------------------|--------------------|
| 4 | Lenovo | | unknown | Keyboards |
| 3 | Kensington | | unknown | Wireless Keyboards |
| 1 | Dell | | unknown | Keyboard |
| 3 | Lenovo | | unknown | Mouses |
| 2 | Kensington | | unknown | Wireless Mouses |
| 1 | Dell | | unknown | Mouse |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

Additional Comments

(Click above to add additional picture)

(Click above to add additional picture)

(Click above to add additional picture)

Name: Lisa Evans

Title: Judicial Assistant

Phone Number 695-1342

Location of Item: Common Pleas Building

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

Warren County Facilities Management

GovDeals #

DOM21046

430 South East Street
513-695-1463

Michael D. Shadoan
Director

GovDeals Item Inspection Form

Common Pleas Court - Domestic Relations

Date:

Feb 5, 2021

046

PRINTER



Select Item Type

Single Item

Category

Office Equipment/Supplies

Brand

HP

Model #

LASER JET 3015

Serial #

Date Removed From Service

2/1/21

Did Item Work When Removed?

Yes

No

Unknown

Additional Comments

(Click above to add additional picture)

(Click above to add additional picture)

(Click above to add additional picture)

Name: LISA EVANS

Title: JUDICIAL ASSISTANT

Phone Number 513-695-1342

Location of Item: COMMON PLEAS BUILDING

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

GovDeals provides services to government agencies allowing them to sell surplus assets via the Internet. Each agency has its own auction rules and may be subject to government ordinances.



Search Auctions



Advanced Search

FAC210022



Lot of TV's 70 inch & 43 inch - VIZIO TV

Auction Ends **ET**

Starting Bid **\$0.00**

[Terms and Conditions](#)

[Sign In to Place Bid](#)

0 visitors



| Condition | Category | Inventory ID |
|----------------------|--------------------|--------------|
| Used/See Description | Election Equipment | FAC210022 |

70 inch TV -- screen has a blue tint to the picture but does work.
43 inch TV -- does not work

? Questions and Answers

There are currently no questions posted for this asset.

>> Seller Information

GovDeals provides services to government agencies allowing them to sell surplus assets via the Internet. Each agency has its own auction rules and may be subject to government ordinances.

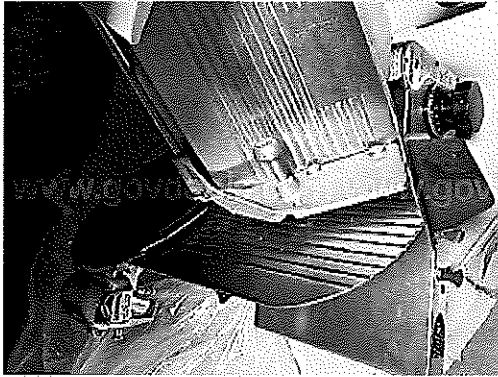


FAC 210023

Search Auctions



Advanced Search



12 inch commercial slicer

Auction Ends **ET**

Starting Bid **\$0.00**

[Terms and Conditions](#)

[Sign In to Place Bid](#)

0 visitors

Make/Brand

Globe Food Equipment

Condition

Used/See Description

Category

Cafeteria and Kitchen Equipment

Inventory ID

FAC210023

Sparks came out of electrical connection and no longer works.

? Questions and Answers

There are currently no questions posted for this asset.

>> Seller Information

GovDeals provides services to government agencies allowing them to sell surplus assets via the Internet. Each agency has its own auction rules and may be subject to government ordinances.



FAC 210024

Search Auctions



Advanced Search



Washer & Dryer

Auction Ends **ET**

Starting Bid **\$0.00**

[Terms and Conditions](#)

[Sign In to Place Bid](#)

0 visitors

Make/Brand

Admiral

Condition

Used/See Description

Category

Laundry Equipment

Inventory ID

FAC210024

Washer will not spin out on large loads.
Dryer works, no power cord included.

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information

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

Resolution

Number 21-0262

Adopted Date February 23, 2021

ACKNOWLEDGE PAYMENT OF BILLS

BE IT RESOLVED, to acknowledge payment of bills from 2/11/21, 2/16/21 and 2/18/21 as attached hereto and made a part hereof.

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

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

Resolution adopted this 23rd day of February 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

/tao

cc: Auditor

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

Resolution

Number 21-0263

Adopted Date February 23, 2021

ENTER INTO A SUBDIVISION PUBLIC IMPROVEMENT PERFORMANCE AND MAINTENANCE SECURITY AGREEMENT WITH MEADE BUILDING GROUP, LLC FOR INSTALLATION OF CERTAIN IMPROVEMENTS IN HUDSON ESTATES SITUATED IN TURTLECREEK TOWNSHIP

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

SECURITY AGREEMENT

| | | |
|----------------|---|-----------------------------------|
| Bond Number | : | 21-004 (W/S) |
| Development | : | Hudson Estates |
| Developer | : | Meade Building Group, LLC |
| Township | : | Turtlecreek |
| Amount | : | \$17,589 |
| Surety Company | : | Cashiers's Check - LCNB No 411544 |

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

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

Resolution adopted this 23rd day of February 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cgb

cc: Meade Building Group, LLC, 6723 Nickel Road, Lebanon, OH 45036
OMB – S. Spencer
Water/Sewer (file)
Bond Agreement file

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

WATER AND/OR SANITARY SEWER

Security Agreement No.

21-004 (4/5)

This Agreement made and concluded at Lebanon, Ohio, by and between Meade Building Group, LLC (1) (hereinafter the "Developer") and the Warren County Board of County Commissioners, (hereinafter the "County Commissioners"), and Meade Building Group, LLC (2) (hereinafter the "Surety").

WITNESSETH:

WHEREAS, the Developer is required to install certain improvements in Hudson Estates Subdivision, Section/Phase 1/1 (3) (hereinafter the "Subdivision") situated in Turtle Creek (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 175,890, and that the Improvements that have yet to be completed and approved may be constructed in the sum of 0; and,

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

NOW, THEREFORE, be it agreed:

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

2. The County Commissioners will, upon approval of the County Sanitary Engineer of all Improvements in the Subdivision, tentatively accept all Improvements.
3. The Developer shall be in default of the Performance Obligation if the construction or installation of any Improvement by the Developer is not completed within _____ 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 17,589 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:

Meade Building Group, LLC
6723 Nickel Rd
Lebanon, OH 45036
Ph. (513) 607 - 3622

D. To the Surety:

Meade Building Group, LLC

Ph. (513) 607 - 3622

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 # 411544)

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:

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

SIGNATURE: 

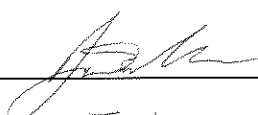
PRINTED NAME: Justin Meade

TITLE: President

DATE: 1-31-21

SURETY:

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

SIGNATURE: 

PRINTED NAME: Justin Meade

TITLE: President

DATE: 1-31-21

[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 ^{Vice} President of the Board, on the date stated below, pursuant to Board Resolution Number 21-0263, dated 2/23/21.

WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS

SIGNATURE: [Signature]

PRINTED NAME: Tom Grossmann

TITLE: ^{Vice} President

DATE: 2/23/21

RECOMMENDED BY:

By: [Signature]
SANITARY ENGINEER

APPROVED AS TO FORM:

By: [Signature], Asst. Pros.
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



411544

REMITTER: MEADE BUILDING GROUP LLC

DATE 2/10/21

PAY TO THE ORDER OF WARREN COUNTY COMMISSIONER

EXACTLY **17,589 AND 00/100 DOLLARS

\$ 17,589.00

CASHIER'S CHECK

NOTICE - THERE WILL BE A 90 DAY WAIT BEFORE THIS CASHIER'S CHECK WILL BE REPLACED IF LOST, STOLEN, OR MISPLACED. ADDITIONALLY, A CLAIM FORM MUST BE COMPLETED AS SOON AS THE CHECK IS REPORTED TO BE LOST, STOLEN, OR MISPLACED.

LCNB NATIONAL BANK

THERE CAN BE NO STOP PAYMENT ON THIS CHECK

Ashley Bellamy
AUTHORIZED SIGNATURE



⑈0000411544⑈ ⑆042205708⑆ 100047802⑈

4

Resolution

Number 21-0264

Adopted Date February 23, 2021

ENTER INTO STREET AND APPURTENANCES SECURITY AGREEMENT WITH MEADE BUILDING GROUP, LLC FOR INSTALLATION OF CERTAIN IMPROVEMENTS FOR HUDSON ESTATES SITUATED IN TURTLECREEK TOWNSHIP

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

SECURITY AGREEMENT

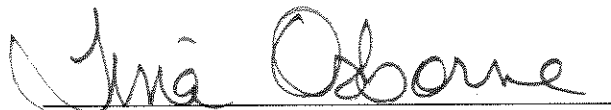
| | | |
|----------------|---|-------------------------------|
| Bond Number | : | 21-004(P) |
| Development | : | Hudson Estates |
| Developer | : | Meade Building Group, LLC |
| Township | : | Turtlecreek |
| Amount | : | \$95,900.00 |
| Surety Company | : | LCNB Cashier's Check # 411545 |

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

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

Resolution adopted this 23rd day of February 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Developer
OMB – S. Spencer
Bond Agreement file
Engineer (file)

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

STREETS AND APPURTENANCES

Security Agreement No.

21-004(P)

This Agreement made and concluded at Lebanon, Ohio, by and between Meade Building Group, LLC (1) (hereinafter the "Developer") and the Warren County Board of County Commissioners, (hereinafter the "County Commissioners"), and Meade Building Group, LLC (2) (hereinafter the "Surety").

WITNESSETH:

WHEREAS, the Developer is required to install certain improvements in Hudson Estates Subdivision, Section/Phase _____ (3) (hereinafter the "Subdivision") situated in Turtle Creek (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 479,500.⁰⁰, and that the Improvements that have yet to be completed and approved may be constructed in the sum of 40,000.⁰⁰; 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 95,900.⁰⁰ 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 2 years from the date of the execution of this agreement, as determined by the County Engineer. The same shall apply whenever construction of the Improvements is not performed in accordance with the Warren County subdivision regulations.
4. The condition of the Performance Obligation shall be that whenever the Developer shall be declared by the County Commissioners to be in default, the Surety and the Developer shall, upon written notification of default by the County Commissioners to the Surety promptly make sufficient funds available to the County Commissioners to pay the cost of the completion of the construction of the uncompleted or unapproved Improvements in accordance with Warren County subdivision regulations, including any costs incurred by the County Commissioners which are incidental to the completion of the construction of the uncompleted or unapproved Improvements, including, but not limited to costs associated with publication of legal notices, preparation of such additional plans, specifications and drawings as may, in the judgment of the County Commissioners, be necessary, preparation of bid documents, etc., but not exceeding the amount set forth in Item 1 hereof. The Developer shall have the opportunity to respond in writing within two (2) weeks of receipt of notice of intent to find the Developer in default. In the case that the performance security given is in the form of a cashier's check or certified check provided directly to the County Commissioners, the County Commissioners may apply such funds as set forth herein upon notification of default to the Surety. The determination of the amount of funds to be disbursed by Surety to the County Commissioners as set forth in the aforesaid notification is final and binding upon the parties hereto. However, the foregoing shall not release Developer from any liability for any deficiency between the amount of funds disbursed and the actual costs incurred by the County Commissioners in the completion of the construction or installation of the uncompleted or unapproved Improvements and Developer expressly agrees to be liable to the County Commissioners for any such deficiency.
5. **The County Commissioners, the Developer and Surety mutually agree that the Performance Obligation created herein shall continue until the completion of the installation of the Improvements in accordance with Warren County subdivision regulations and that upon the Improvements having been inspected and approved for two years maintenance, the Performance Obligation shall become null and void after the Developer posts the maintenance security provided for herein.**
6. The Developer will provide maintenance security to the County Commissioners in the sum of 95,900.⁰⁰ 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:

Meade Building Group, LLC
6723 Nickel Rd,
Lebanon, OH 45036

Ph. (513) 607 - 3622

D. To the Surety:

Meade Building Group, LLC

Ph. (513) 607 - 3622

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 #** 411545)

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:

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

SIGNATURE: 


PRINTED NAME: Justin Meade

TITLE: ~~OWNER~~ President

DATE: 2-9-21

SURETY:

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

SIGNATURE: 

PRINTED NAME: Justin Meade

TITLE: President

DATE: 2-9-21

[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 21-0264, dated 2/23/21.

**WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS**

SIGNATURE: [Signature]

PRINTED NAME: Tom Grossmann

TITLE: Vice President

DATE: 2/23/21

RECOMMENDED BY:

By: [Signature]
COUNTY ENGINEER

APPROVED AS TO FORM:

By: [Signature]
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



411545

REMITTER: MEADE BUILDING GROUP LLC

DATE 2/10/21

PAY TO THE ORDER OF WARREN COUNTY COMMISSIONER

EXACTLY **95,900 AND 00/100 DOLLARS

\$ 95,900.00

CASHIER'S CHECK

NOTICE - THERE WILL BE A 90 DAY WAIT BEFORE THIS CASHIER'S CHECK WILL BE REPLACED IF LOST, STOLEN, OR MISPLACED. ADDITIONALLY, A CLAIM FORM MUST BE COMPLETED AS SOON AS THE CHECK IS REPORTED TO BE LOST, STOLEN, OR MISPLACED.

LCNB NATIONAL BANK

THERE CAN BE NO STOP PAYMENT ON THIS CHECK

Ashley Bellamy
AUTHORIZED SIGNATURE



⑈0000411545⑈ ⑆042205708⑆ 100047802⑈

1

Resolution

Number 21-0265

Adopted Date February 23, 2021

ENTER INTO STREET AND APPURTENANCES (INCLUDING SIDEWALKS) SECURITY AGREEMENT WITH JOHN CANDLE HOMES, LLC FOR INSTALLATION OF CERTAIN IMPROVEMENTS IN CANDLESTONE PHASE 1 SITUATED IN DEERFIELD TOWNSHIP

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

SECURITY AGREEMENT


| | | |
|----------------|---|--------------------------------------------|
| Bond Number | : | 21-003 (P/S) |
| Development | : | Candlestone Phase 1 |
| Developer | : | John Candle Homes, LLC |
| Township | : | Deerfield |
| Amount | : | \$35,360.15 |
| Surety Company | : | Capitol Indemnity Corporation (CIC1905392) |

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

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

Resolution adopted this 23rd day of February 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

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

**STREETS AND APPURTENANCES
(including Sidewalks)**

Security Agreement No.

Bond #CIC1905392

21-003 (P/S)

This Agreement made and concluded at Lebanon, Ohio, by and between John Candler
Homes, LLC (1) (hereinafter the "Developer") and the
Warren County Board of County Commissioners, (hereinafter the "County Commissioners"), and
Capitol Indemnity Corporation (2) (hereinafter the "Surety").

WITNESSETH:

WHEREAS, the Developer is required to install certain improvements in Candlestone
Deerfield Subdivision, Section/Phase 1 (3) (hereinafter the "Subdivision") situated in
(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 176,800.77,
and that the Improvements that have yet to be completed and approved may be constructed in the sum of
25,993.25; 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 35,360.15 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 years from the date of the execution of this agreement, as determined by the County Engineer. The same shall apply whenever construction of the Improvements is not performed in accordance with the Warren County subdivision regulations.
4. The condition of the Performance Obligation shall be that whenever the Developer shall be declared by the County Commissioners to be in default, the Surety and the Developer shall, upon written notification of default by the County Commissioners to the Surety promptly make sufficient funds available to the County Commissioners to pay the cost of the completion of the construction of the uncompleted or unapproved Improvements in accordance with Warren County subdivision regulations, including any costs incurred by the County Commissioners which are incidental to the completion of the construction of the uncompleted or unapproved Improvements, including, but not limited to costs associated with publication of legal notices, preparation of such additional plans, specifications and drawings as may, in the judgment of the County Commissioners, be necessary, preparation of bid documents, etc., but not exceeding the amount set forth in Item 1 hereof. The Developer shall have the opportunity to respond in writing within two (2) weeks of receipt of notice of intent to find the Developer in default. In the case that the performance security given is in the form of a cashier's check or certified check provided directly to the County Commissioners, the County Commissioners may apply such funds as set forth herein upon notification of default to the Surety. The determination of the amount of funds to be disbursed by Surety to the County Commissioners as set forth in the aforesaid notification is final and binding upon the parties hereto. However, the foregoing shall not release Developer from any liability for any deficiency between the amount of funds disbursed and the actual costs incurred by the County Commissioners in the completion of the construction or installation of the uncompleted or unapproved Improvements and Developer expressly agrees to be liable to the County Commissioners for any such deficiency.
5. **The County Commissioners, the Developer and Surety mutually agree that the Performance Obligation created herein shall continue until the completion of the installation of the Improvements in accordance with Warren County subdivision regulations and that upon the Improvements having been inspected and approved for two years maintenance, the Performance Obligation shall become null and void after the Developer posts the maintenance security provided for herein.**
6. The Developer will provide maintenance security to the County Commissioners in the sum of 35,360.15 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:

John Cardo Homes, LLC
7556 Central Parke Blvd,
Mason OH 45040

Ph. (513) 310 - 5923

D. To the Surety:

Capitol Indemnity Corporation

P.O. Box 5900

Madison, Wisconsin 53705-0900

Ph. (608) 829 - 4200

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

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

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

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

___ **Original Escrow Letter** (attached)

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

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

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

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

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

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

DEVELOPER:

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

SIGNATURE: 

PRINTED NAME: Chad Skiff

TITLE: owner

DATE: 2/17/21

SURETY:

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

Capitol Indemnity Corporation

SIGNATURE: 

PRINTED NAME: Katherine J. Scarberry

TITLE: Attorney-in-Fact

DATE: January 12, 2021

[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 ^{Vice} President of the Board, on the date stated below, pursuant to Board Resolution Number 21-0265, dated 02/23/21.

**WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS**

SIGNATURE: [Signature]

PRINTED NAME: Tom Grossmann

TITLE: Vice President

DATE: 2/23/21

RECOMMENDED BY:

By: [Signature]
COUNTY ENGINEER

APPROVED AS TO FORM:

By: [Signature]
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

CAPITOL INDEMNITY CORPORATION
POWER OF ATTORNEY

CIC1905392

Bond Number

KNOW ALL MEN BY THESE PRESENTS. That the CAPITOL INDEMNITY CORPORATION, a corporation of the State of Wisconsin, having its principal offices in the City of Middleton, Wisconsin, does make, constitute and appoint

--- NICHOLAS J. BERTKE; AMANDA L. MORRIS; KATHERINE J. SCARBERRY; NICOLE A. LABER; JENNIFER L. SALM ---

its true and lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf, as surety, and as its act and deed, any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of

----- ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED: \$20,000,000.00-----

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of CAPITOL INDEMNITY CORPORATION at a meeting duly called and held on the 15th day of May, 2002.

"RESOLVED, that the President, Executive Vice President, Vice President, Secretary or Treasurer, acting individually or otherwise, be and they hereby are granted the power and authorization to appoint by a Power of Attorney for the purposes only of executing and attesting bonds and undertakings, and other writings obligatory in the nature thereof, one or more resident vice-presidents, assistant secretaries and attorney(s)-in-fact, each appointee to have the powers and duties usual to such offices to the business of this company; the signature of such officers and seal of the Company may be affixed to any such power of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking or other writing obligatory in the nature thereof to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any of said officers, at any time."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

IN WITNESS WHEREOF, the CAPITOL INDEMNITY CORPORATION has caused these presents to be signed by its officer undersigned and its corporate seal to be hereto affixed duly attested, this 1st day of January, 2020.

Attest:

Ryan J. Byrnes
Senior Vice President,
Chief Financial Officer and Treasurer
Suzanne M. Broadbent
Assistant Secretary

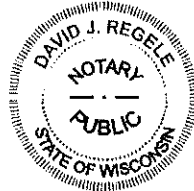


CAPITOL INDEMNITY CORPORATION

John L. Sennott, Jr.
Chief Executive Officer and President

STATE OF WISCONSIN }
COUNTY OF DANE } S.S.:

On the 1st day of January, 2020 before me personally came John L. Sennott, Jr., to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is Chief Executive Officer and President of CAPITOL INDEMNITY CORPORATION, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.



David J. Regele
Notary Public, Dane Co., WI
My Commission Is Permanent

STATE OF WISCONSIN }
COUNTY OF DANE } S.S.:

I, the undersigned, duly elected to the office stated below, now the incumbent in CAPITOL INDEMNITY CORPORATION, a Wisconsin Corporation, authorized to make this certificate, DO HEREBY CERTIFY that the foregoing attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at the City of Middleton, State of Wisconsin this 12th day of January, 2020



Andrew B. Diaz-Matos
Senior Vice President, General Counsel and Secretary

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

Resolution

Number 21-0266

Adopted Date February 23, 2021

ENTER INTO A SUBDIVISION PUBLIC IMPROVEMENT PERFORMANCE AND MAINTENANCE SECURITY AGREEMENT WITH JOHN CANDLE HOMES, LLC FOR INSTALLATION OF CERTAIN IMPROVEMENTS IN CANDLESTONE, PHASE I SITUATED IN DEERFIELD TOWNSHIP

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

SECURITY AGREEMENT

| | | |
|----------------|---|---------------------------------------------|
| Bond Number | : | 21-003 (W/S) |
| Development | : | Candlestone, Phase I |
| Developer | : | John Candle Homes, LLC |
| Township | : | Deerfield |
| Amount | : | \$66,100.00 |
| Surety Company | : | Capitol Indemnity Corporation (CIC 1905390) |

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

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

Resolution adopted this 23rd day of February 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cgb

cc: John Candle Homes, LLC, 7556 Central Parke Blvd., Mason, OH 45040
Capitol Indemnity Corporation, P.O. Box 5900, Madison, Wisconsin 53705-0900
Water/Sewer (file)
Bond Agreement file

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

WATER AND/OR SANITARY SEWER

Security Agreement No.

Bond #CIC1905390 W/S 21-003

This Agreement made and concluded at Lebanon, Ohio, by and between John Cardlo Homes, LLC (1) (hereinafter the "Developer") and the Warren County Board of County Commissioners, (hereinafter the "County Commissioners"), and Capitol Indemnity Corporation (2) (hereinafter the "Surety").

WITNESSETH:

WHEREAS, the Developer is required to install certain improvements in Cardlestone Subdivision, Section/Phase 1 (3) (hereinafter the "Subdivision") situated in Deerfield (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 66,100, and that the Improvements that have yet to be completed and approved may be constructed in the sum of 0; and,

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

NOW, THEREFORE, be it agreed:

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

2. The County Commissioners will, upon approval of the County Sanitary Engineer of all Improvements in the Subdivision, tentatively accept all Improvements.
3. The Developer shall be in default of the Performance Obligation if the construction or installation of any Improvement by the Developer is not completed within _____ 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 6,610 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:

John Cando Homes, LLC
7556 Central Parke Blvd.
Mason Ohio 45040

Ph. (513) 310 - 5923

D. To the Surety:

Capitol Indemnity Corporation

P.O. Box 5900

Madison, Wisconsin 53705-0900

Ph. (608) 829 - 4200

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:

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

SIGNATURE: 

PRINTED NAME: Chad Seitz

TITLE: Director

DATE: 2/17/21

SURETY:

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

Capitol Indemnity Corporation

SIGNATURE: 

PRINTED NAME: Katherine J. Scarberry

TITLE: Attorney-in-Fact

DATE: January 12, 2021

[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 ^{Vice} President of the Board, on the date stated below, pursuant to Board Resolution Number 21-0264, dated 2/23/21.

WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS

SIGNATURE: [Signature]

PRINTED NAME: Tom Grossmann

TITLE: ^{Vice} President

DATE: 2/23/21

RECOMMENDED BY:

By: [Signature]
SANITARY ENGINEER

APPROVED AS TO FORM:

By: [Signature]
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

CAPITOL INDEMNITY CORPORATION
POWER OF ATTORNEY

CIC1905390

Bond Number

KNOW ALL MEN BY THESE PRESENTS, That the CAPITOL INDEMNITY CORPORATION, a corporation of the State of Wisconsin, having its principal offices in the City of Middleton, Wisconsin, does make, constitute and appoint

--- NICHOLAS J. BERTKE; AMANDA L. MORRIS; KATHERINE J. SCARBERRY; NICOLE A. LABER; JENNIFER L. SALM ---

its true and lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf, as surety, and as its act and deed, any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of

ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED: \$20,000,000.00

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of CAPITOL INDEMNITY CORPORATION at a meeting duly called and held on the 15th day of May, 2002.

'RESOLVED, that the President, Executive Vice President, Vice President, Secretary or Treasurer, acting individually or otherwise, be and they hereby are granted the power and authorization to appoint by a Power of Attorney for the purposes only of executing and attesting bonds and undertakings, and other writings obligatory in the nature thereof, one or more resident vice-presidents, assistant secretaries and attorney(s)-in-fact, each appointee to have the powers and duties usual to such offices to the business of this company; the signature of such officers and seal of the Company may be affixed to any such power of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking or other writing obligatory in the nature thereof to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any of said officers, at any time.'

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

IN WITNESS WHEREOF, the CAPITOL INDEMNITY CORPORATION has caused these presents to be signed by its officer undersigned and its corporate seal to be hereto affixed duly attested, this 1st day of January, 2020.

Attest:

Ryan J. Byrnes
Senior Vice President,
Chief Financial Officer and Treasurer
Suzanne M. Broadbent
Assistant Secretary

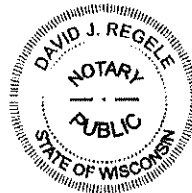


CAPITOL INDEMNITY CORPORATION

John L. Sennott, Jr.
Chief Executive Officer and President

STATE OF WISCONSIN }
COUNTY OF DANE } S.S.:

On the 1st day of January, 2020 before me personally came John L. Sennott, Jr., to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is Chief Executive Officer and President of CAPITOL INDEMNITY CORPORATION, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.



David J. Regele
Notary Public, Dane Co., WI
My Commission Is Permanent

STATE OF WISCONSIN }
COUNTY OF DANE } S.S.:

I, the undersigned, duly elected to the office stated below, now the incumbent in CAPITOL INDEMNITY CORPORATION, a Wisconsin Corporation, authorized to make this certificate, DO HEREBY CERTIFY that the foregoing attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at the City of Middleton, State of Wisconsin this 12th day of January, 2020



Andrew B. Diaz-Matos
Senior Vice President, General Counsel and Secretary

Resolution

Number 21-0267

Adopted Date February 23, 2021

ENTER INTO A SUBDIVISION PUBLIC IMPROVEMENT PERFORMANCE AND MAINTENANCE SECURITY AGREEMENT WITH M/I HOMES OF CINCINNATI, LLC FOR INSTALLATION OF CERTAIN IMPROVEMENTS IN WOODGROVE SECTION ONE SITUATED IN CLEARCREEK TOWNSHIP

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

SECURITY AGREEMENT


| | | |
|-------------|---|------------------------------------------|
| Bond Number | : | 21-005 (W/S) |
| Development | : | Woodgrove Section One |
| Developer | : | M/I Homes of Cincinnati, LLC |
| Township | : | Clearcreek |
| Amount | : | \$27,362.32 |
| Surety | : | The Hanover Insurance Company (#1085586) |

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

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

Resolution adopted this 23rd day of February 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cgb

cc: M/I Homes of Cincinnati, LLC, 9349 Waterstone Blvd, Suite 100, Cincinnati, OH 45249
The Hanover Insurance Company, 440 Lincoln Street, Worcester, MA 01653
Water/Sewer (file)
Bond Agreement file

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

WATER AND/OR SANITARY SEWER

Security Agreement No.
21-005 (W/S)
Bond #1085586

This Agreement made and concluded at Lebanon, Ohio, by and between M/I Homes of Cincinnati, LLC (1) (hereinafter the "Developer") and the Warren County Board of County Commissioners, (hereinafter the "County Commissioners"), and The Hanover Insurance Company (2) (hereinafter the "Surety").

WITNESSETH:

WHEREAS, the Developer is required to install certain improvements in Woodgrove Subdivision, Section ~~Phase~~ One (3) (hereinafter the "Subdivision") situated in Clearcreek (4) Township, Warren County, Ohio, in accordance with the Warren County Subdivision regulations (hereinafter called the "Improvements"); and,

WHEREAS, it is estimated that the total cost of the Improvements is \$273,623.20, and that the Improvements that have yet to be completed and approved may be constructed in the sum of Zero (\$0); and,

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

NOW, THEREFORE, be it agreed:

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

2. The County Commissioners will, upon approval of the County Sanitary Engineer of all Improvements in the Subdivision, tentatively accept all Improvements.
3. The Developer shall be in default of the Performance Obligation if the construction or installation of any Improvement by the Developer is not completed within One (1) years from the date of the execution of this agreement, as determined by the County Sanitary Engineer. The same shall apply whenever construction of the Improvements is not performed in accordance with the Warren County subdivision regulations.
4. The condition of the Performance Obligation shall be that whenever the Developer shall be declared by the County Commissioners to be in default, the Surety and the Developer shall, upon written notification of default by the County Commissioners to the Surety promptly make sufficient funds available to the County Commissioners to pay the cost of the completion of the construction of the uncompleted or unapproved Improvements in accordance with Warren County subdivision regulations, including any costs incurred by the County Commissioners which are incidental to the completion of the construction of the uncompleted or unapproved Improvements, including, but not limited to costs associated with publication of legal notices, preparation of such additional plans, specifications and drawings as may, in the judgment of the County Commissioners, be necessary, preparation of bid documents, etc., but not exceeding the amount set forth in Item 1 hereof. The Developer shall have the opportunity to respond in writing within two (2) weeks of receipt of notice of intent to find the Developer in default. In the case that the performance security given is in the form of a cashier's check or certified check provided directly to the County Commissioners, the County Commissioners may apply such funds as set forth herein upon notification of default to the Surety. The determination of the amount of funds to be disbursed by Surety to the County Commissioners as set forth in the aforesaid notification is final and binding upon the parties hereto. However, the foregoing shall not release Developer from any liability for any deficiency between the amount of funds disbursed and the actual costs incurred by the County Commissioners in the completion of the construction or installation of the uncompleted or unapproved Improvements and Developer expressly agrees to be liable to the County Commissioners for any such deficiency.
5. The County Commissioners, the Developer and Surety mutually agree that the Performance Obligation created herein shall continue until the completion of the installation of the Improvements in accordance with Warren County subdivision regulations and that upon the Improvements having been inspected and approved for one year maintenance, the Performance Obligation shall become null and void.
6. The Developer will provide **maintenance security** to the County Commissioners in the sum of \$27,362.32 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:

M/I Homes of Cincinnati, LLC

9349 Waterstone Blvd., Suite 100

Cincinnati, OH 45249

Ph. (513) 248 - 5400

D. To the Surety:

The Hanover Insurance Company _____

440 Lincoln Street _____

Worcester, MA 01653 _____

Ph. (508) 823 - 7200 _____

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.**

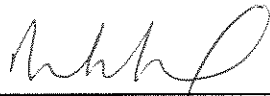
16. **In the event that Surety shall fail to make funds available to the County Commissioners in accordance with Paragraphs 4 or 9, as applicable, within thirty (30) days after notification of default, then amounts due shall bear interest at eight per cent (8%) per annum.**

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:

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

SIGNATURE: 


PRINTED NAME: Mark Kirkendall

TITLE: VP, Housing & Land Controller

DATE: 2/8/21

SURETY:

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

SIGNATURE: 

PRINTED NAME: Denise Nelson

TITLE: Attorney-In-Fact

DATE: February 8, 2021

[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 ^{Vice} President of the Board, on the date stated below, pursuant to Board Resolution Number 21-0267, dated 2/23/21

**WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS**

SIGNATURE: [Signature]

PRINTED NAME: Tom Grossmann

Vice
TITLE: President

DATE: 2/23/21

RECOMMENDED BY:

By: [Signature]
SANITARY ENGINEER

APPROVED AS TO FORM:

By: [Signature]
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

THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

POWER OF ATTORNEY

THIS Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

KNOW ALL PERSONS BY THESE PRESENTS:

That THE HANOVER INSURANCE COMPANY and MASSACHUSETTS BAY INSURANCE COMPANY, both being corporations organized and existing under the laws of the State of New Hampshire, and CITIZENS INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Michigan, (hereinafter individually and collectively the "Company") does hereby constitute and appoint,

Kathleen A. Vansovich, Julieann Johnston, Denise Nelson, Deborah L. Williams, Michael D. Ward and/or Stephanie McQuillen Of **Huntington Insurance, Inc. of Columbus, OH** each individually, if there be more than one named, as its true and lawful attorney(s)-in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, any and all surety bonds, recognizances, undertakings, or other surety obligations. The execution of such surety bonds, recognizances, undertakings or surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company, in their own proper persons. Provided however, that this power of attorney limits the acts of those named herein; and they have no authority to bind the Company except in the manner stated and to the extent of any limitation stated below:

Any such obligations in the United States, not to exceed Ten Million and No/100 (\$10,000,000) in any single instance

That this power is made and executed pursuant to the authority of the following Resolutions passed by the Board of Directors of said Company, and said Resolutions remain in full force and effect:

RESOLVED: That the President or any Vice President, in conjunction with any Vice President, be and they hereby are authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as it acts, to execute and acknowledge for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company in their own proper persons.

RESOLVED: That any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or Vice President in conjunction with any Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile. (Adopted October 7, 1981 – The Hanover Insurance Company; Adopted April 14, 1982 – Massachusetts Bay Insurance Company; Adopted September 7, 2001 – Citizens Insurance Company of America)

IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested by two Vice Presidents, this 10th day of May, 2018.

The Hanover Insurance Company
Massachusetts Bay Insurance Company
Citizens Insurance Company of America

John C. Roche, EVP and President



The Hanover Insurance Company
Massachusetts Bay Insurance Company
Citizens Insurance Company of America

James H. Kawiecki, Vice President

THE COMMONWEALTH OF MASSACHUSETTS)
COUNTY OF WORCESTER) ss.

On this 10th day of May, 2018 before me came the above named Vice Presidents of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporations.



Diane J. Marino, Notary Public
My Commission Expires March 4, 2022

I, the undersigned Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Powers of Attorney are still in force and effect.

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this 8th

day of February 2021

CERTIFIED COPY

Theodore G. Martinez, Vice President

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

Resolution

Number 21-0268

Adopted Date February 23, 2021

ENTER INTO STREET AND APPURTENANCES (INCLUDING SIDEWALKS) SECURITY AGREEMENT WITH M/I HOMES OF CINCINNATI, LLC FOR INSTALLATION OF CERTAIN IMPROVEMENTS IN WOODGROVE, SECTION ONE SITUATED IN CLEARCREEK TOWNSHIP

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

SECURITY AGREEMENT


| | | |
|----------------|---|-----------------------------------------|
| Bond Number | : | 21-006 (P/S) |
| Development | : | Woodgrove, Section One |
| Developer | : | The Hanover Insurance Company |
| Township | : | Clearcreek |
| Amount | : | \$307,637.00 |
| Surety Company | : | The Hanover Insurance Company (1085587) |

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

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

Resolution adopted this 23rd day of February 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

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

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

**STREETS AND APPURTENANCES
(Including Sidewalks)**

Security Agreement No.

Bond #1085587 21-006(P/S)

This Agreement made and concluded at Lebanon, Ohio, by and between M/I Homes of Cincinnati, LLC (1) (hereinafter the "Developer") and the Warren County Board of County Commissioners, (hereinafter the "County Commissioners"), and The Hanover Insurance Company (2) (hereinafter the "Surety").

WITNESSETH:

WHEREAS, the Developer is required to install certain improvements in Woodgrove Subdivision, Section/Phase X ONE (3) (hereinafter the "Subdivision") situated in Clearcreek (4) Township, Warren County, Ohio, in accordance with the Warren County Subdivision regulations (hereinafter called the "Improvements"); and,

WHEREAS, it is estimated that the total cost of the Improvements is \$1,538,184.99, and that the Improvements that have yet to be completed and approved may be constructed in the sum of \$188,126.25; 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 \$307,637.00 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 One (1) years from the date of the execution of this agreement, as determined by the County Engineer. The same shall apply whenever construction of the Improvements is not performed in accordance with the Warren County subdivision regulations.
4. The condition of the Performance Obligation shall be that whenever the Developer shall be declared by the County Commissioners to be in default, the Surety and the Developer shall, upon written notification of default by the County Commissioners to the Surety promptly make sufficient funds available to the County Commissioners to pay the cost of the completion of the construction of the uncompleted or unapproved Improvements in accordance with Warren County subdivision regulations, including any costs incurred by the County Commissioners which are incidental to the completion of the construction of the uncompleted or unapproved Improvements, including, but not limited to costs associated with publication of legal notices, preparation of such additional plans, specifications and drawings as may, in the judgment of the County Commissioners, be necessary, preparation of bid documents, etc., but not exceeding the amount set forth in Item 1 hereof. The Developer shall have the opportunity to respond in writing within two (2) weeks of receipt of notice of intent to find the Developer in default. In the case that the performance security given is in the form of a cashier's check or certified check provided directly to the County Commissioners, the County Commissioners may apply such funds as set forth herein upon notification of default to the Surety. The determination of the amount of funds to be disbursed by Surety to the County Commissioners as set forth in the aforesaid notification is final and binding upon the parties hereto. However, the foregoing shall not release Developer from any liability for any deficiency between the amount of funds disbursed and the actual costs incurred by the County Commissioners in the completion of the construction or installation of the uncompleted or unapproved Improvements and Developer expressly agrees to be liable to the County Commissioners for any such deficiency.
5. **The County Commissioners, the Developer and Surety mutually agree that the Performance Obligation created herein shall continue until the completion of the installation of the Improvements in accordance with Warren County subdivision regulations and that upon the Improvements having been inspected and approved for two years maintenance, the Performance Obligation shall become null and void after the Developer posts the maintenance security provided for herein.**
6. The Developer will provide **maintenance security** to the County Commissioners in the sum of ~~\$244,564.43~~ 307,637.00 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:

M/I Homes of Cincinnati, LLC
9349 Waterstone Blvd., Suite 100
Cincinnati, OH 45249
Ph. (513) 248 - 5400

D. To the Surety:

The Hanover Insurance Company

440 Lincoln Street

Worcester, MA 01653

Ph. (508) 823 -7200

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)

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

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

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

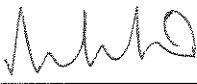
16. **In the event that Surety shall fail to make funds available to the County Commissioners in accordance with Paragraphs 4 or 9, as applicable, within thirty (30) days after notification of default, then amounts due shall bear interest at eight per cent (8%) per annum.**

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

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

DEVELOPER:

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

SIGNATURE: 

PRINTED NAME: Mark Kirkendall

TITLE: VP, Housing & Land Controller

DATE: 2/8/2021

SURETY:

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

SIGNATURE: 

PRINTED NAME: Denise Nelson

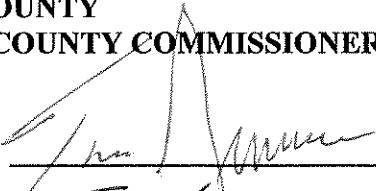
TITLE: Attorney-In-Fact

DATE: February 8, 2021

[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 ^{Vice} President of the Board, on the date stated below, pursuant to Board Resolution Number 21-0268, dated 2/23/21

**WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS**

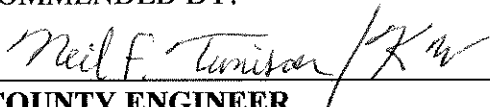
SIGNATURE: 

PRINTED NAME: Tom Grossmann

TITLE: Vice President

DATE: 2/23/21

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

THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

POWER OF ATTORNEY

THIS Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

KNOW ALL PERSONS BY THESE PRESENTS:

That THE HANOVER INSURANCE COMPANY and MASSACHUSETTS BAY INSURANCE COMPANY, both being corporations organized and existing under the laws of the State of New Hampshire, and CITIZENS INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Michigan, (hereinafter individually and collectively the "Company") does hereby constitute and appoint,

Kathleen A. Vansovich, Julieann Johnston, Denise Nelson, Deborah L. Williams, Michael D. Ward and/or Stephanie McQuillen Of Huntington Insurance, Inc. of Columbus, OH each individually, if there be more than one named, as its true and lawful attorney(s)-in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, any and all surety bonds, recognizances, undertakings, or other surety obligations. The execution of such surety bonds, recognizances, undertakings or surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company, in their own proper persons. Provided however, that this power of attorney limits the acts of those named herein; and they have no authority to bind the Company except in the manner stated and to the extent of any limitation stated below:

Any such obligations in the United States, not to exceed Ten Million and No/100 (\$10,000,000) in any single instance

That this power is made and executed pursuant to the authority of the following Resolutions passed by the Board of Directors of said Company, and said Resolutions remain in full force and effect:

RESOLVED: That the President or any Vice President, in conjunction with any Vice President, be and they hereby are authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as it acts, to execute and acknowledge for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company in their own proper persons.

RESOLVED: That any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or Vice President in conjunction with any Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile. (Adopted October 7, 1981 – The Hanover Insurance Company; Adopted April 14, 1982 – Massachusetts Bay Insurance Company; Adopted September 7, 2001 – Citizens Insurance Company of America)

IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested by two Vice Presidents, this 10th day of May, 2018.

The Hanover Insurance Company
Massachusetts Bay Insurance Company
Citizens Insurance Company of America

John C. Roche

John C. Roche, EVP and President



The Hanover Insurance Company
Massachusetts Bay Insurance Company
Citizens Insurance Company of America

James H. Kawiecki

James H. Kawiecki, Vice President

THE COMMONWEALTH OF MASSACHUSETTS }
COUNTY OF WORCESTER } ss.

On this 10th day of May, 2018 before me came the above named Vice Presidents of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said Instrument by the authority and direction of said Corporations.



Diane J. Marino
Diane J. Marino, Notary Public
My Commission Expires March 4, 2022

I, the undersigned Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Powers of Attorney are still in force and effect.

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this 8th day of February 2021

CERTIFIED COPY

Theodore G. Martinez
Theodore G. Martinez, Vice President

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

Resolution

Number 21-0269

Adopted Date February 23, 2021

APPROVE VARIOUS RECORD PLATS

BE IT RESOLVED, upon recommendation of the Warren County Regional Planning Commission, to approve the following Record Plats and authorize County Administrator to sign documents relative thereto:


- Candlestone, Phase 1 – Deerfield Township
- Hudson Estates – Turtlecreek Township
- Woodgrove Section One – Clearcreek Township

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

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

Resolution adopted this 23rd day of February 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Plat File
RPC

Resolution

Number 21-0270

Adopted Date February 23, 2021

APPROVE AN OPERATIONAL TRANSFER FROM COMMISSIONERS FUND #11011112
INTO HUMAN SERVICES FUND #2203

WHEREAS, the Department of Human Services has requested that the sixth/seventh/eighth disbursements of their mandated share for SFY 2021 be transferred into the Human Services Public Assistance Fund #2203; and

NOW THEREFORE BE IT RESOLVED, to approve the following operational transfer from Commissioners Fund #1101 into Human Services Fund #2203:

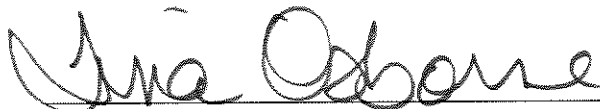
| | | | |
|--------------|------|----------------|--------------------------------------------|
| \$ 47,799.00 | from | #11011112-5742 | (Commissioners Grants - Public Assistance) |
| | into | #2203-49000 | (Human Services - Public Assistance) |

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

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

Resolution adopted this 23rd day of February 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Operational Transfer file
Human Services (file)
OMB

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

Resolution

Number 21-0271

Adopted Date February 23, 2021

APPROVE OPERATIONAL TRANSFER FROM COMMISSIONERS FUND #11011112 INTO CHILD SUPPORT ENFORCEMENT AGENCY FUND #2263

WHEREAS, the Child Support Enforcement Agency has submitted a request to this Board to transfer the first quarter of their 2021 local share to their Fund #2263; and

NOW THEREFORE BE IT RESOLVED, to approve the following operational transfer from Commissioners Fund #11011112 to the Child Support Enforcement Agency Fund #2263:


| | | | |
|-------------|------|----------------|----------------------------------|
| \$70,747.00 | from | #11011112-5748 | (Commissioners Transfers - CSEA) |
| | into | #2263 49000 | (CSEA - County Share) |

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

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

Resolution adopted this 23rd day of February 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Operational Transfer file
CSEA (file)
OMB

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

Resolution

Number 21-0272

Adopted Date February 23, 2021

APPROVE SUPPLEMENTAL APPROPRIATION INTO SENIOR CITIZEN FUND #2201

BE IT RESOLVED, to approve the following supplemental appropriation current year APS
Worker Transfer:

\$41,250.00 into #22011111-5410 (Senior Citizen – Contracts BOCC Appr'd)

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

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

Resolution adopted this 23rd day of February 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor
Supplemental Appropriation file
Commissioners file
OMB – S. Spencer

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

Resolution

Number 21-0273

Adopted Date February 23, 2021

APPROVE SUPPLEMENTAL APPROPRIATION INTO JUVENILE COURT CLERK
COMPUTER FUND #2278

BE IT RESOLVED, to approve the following supplemental appropriation into Juvenile Court
Clerk Computer Fund #2278 in order to refund a grant from the Ohio Supreme Court
Technology Grant for unspent funds:

\$8.82 into 22781410-5950 (Refunds)

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

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

Resolution adopted this 23rd day of February 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Appropriation Adj. file
Juvenile (file)

BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO

Resolution

Number 21-0274

Adopted Date February 23, 2021

APPROVE APPROPRIATION ADJUSTMENT FROM COMMISSIONERS GENERAL FUND #11011110 INTO PROSECUTOR'S OFFICE FUND #11011150

BE IT RESOLVED, to approve the following appropriation adjustment from Commissioners Fund #11011110 into Prosecutor's Office Fund #11011150 in order to process a vacation leave payout for Amy Gill former employee of Prosecutor's Office:

\$9,048.00 from #11011110-5882 (Commissioners - Vacation Leave Payout)
 into #11011150-5882 (Prosecutor's Office - Vacation Leave Payout)

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

Mr. Young – yea

Mr. Grossmann – yea

Mrs. Jones – yea

Resolution adopted this 23rd day of February 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Appropriation Adjustment file
Prosecutor's Office (file)
OMB

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

Resolution

Number 21-0275

Adopted Date February 23, 2021

APPROVE APPROPRIATION ADJUSTMENT WITHIN THE BUILDING AND ZONING
DEPARTMENT FUND #11012300

BE IT RESOLVED, to approve the following appropriation adjustment:

\$128.75 from #11012300-5910 (Other Expense)
 into #11012300-5317 (Non-Capital Purchase)

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

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

Resolution adopted this 23rd day of February 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor
Appropriation Adjustment file
Building/Zoning (file)

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

Resolution

Number 21-0276

Adopted Date February 23, 2021

APPROVE APPROPRIATION ADJUSTMENT WITHIN COMMON PLEAS COURT
COMMUNITY BASED CORRECTIONS #2289

BE IT RESOLVED, to approve the following appropriation adjustment:

\$5,000.00 from BUDGET-BUDGET 22891224-5317 (Non-Capital Purchases)
into BUDGET-BUDGET 22891224-5318 (Data Bd Approv – Non Cap)

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

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

Resolution adopted this 23rd day of February 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Appropriation Adjustment file
Common Pleas (file)

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

Resolution

Number 21-0277

Adopted Date February 23, 2021

APPROVE REQUISITIONS AND AUTHORIZE COUNTY ADMINISTRATOR TO SIGN DOCUMENTS RELATIVE THERETO

BE IT RESOLVED, to approve requisitions as listed in the attached document and authorize Tiffany Zindel, County Administrator, to sign on behalf of this Board of County Commissioners.

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

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

Resolution adopted this 23rd day of February 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Commissioners file

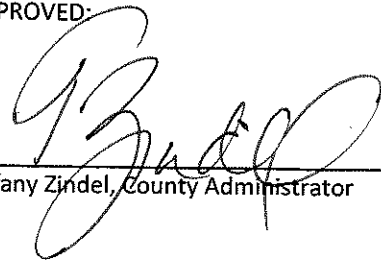
REQUISITIONS

| Department | Vendor Name | Description | Amount |
|------------|--------------------------------------|--------------------------------|--------------|
| JUV | WARREN COUNTY EDUCATIONAL SVC CENTER | JUV ATTENDS PROGRAM THRU JUNE | 14,000.00 |
| ENG | REQ BLANKET | ENG. TEMP EASE MORROW ROSSBURG | 1.00 |
| ENG | DOUBLE JAY CONSTRUCTION | ENG. LYTLFIVE PTS/BUNNELL HI | 1,727,284.00 |
| ENG | REQ BLANKET | ENG. TEMP EASE WAYNESVILLE RD | 1.00 |

PO CHANGE ORDERS

| Department | Vendor Name | Description | Amount |
|------------|---------------------------------|----------------------------|-----------------------|
| FAC | L & B WATER SOLUTIONS | CONTINUATION OF CURRENT | \$ 29,000.00 INCREASE |
| WAT | BUILDING CRAFTS INC | LLMWWTP IMPROV PROJECT | \$ 16,519.00 INCREASE |
| SHE | COMMUNITY MENTAL HEALTH CENTERS | JAIL BOUNDARY SPANNER | \$ 22,929.12 DECREASE |
| SHE | COMMUNITY MENTAL HEALTH CENTERS | JAIL CORRECTIONS THERAPIST | \$ 18,686.81 DECREASE |
| WAT | VILLAGE OF WAYNESVILLE | EDWARDS DR UTILITY REPLACE | \$ 1,779.75 INCREASE |

2/23/2021 APPROVED:



Tiffany Zindel, County Administrator

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

Resolution

Number 21-0278

Adopted Date February 23, 2021

**APPROVE AND ENTER INTO A CONTRACT WITH AFFORDABLE LANGUAGE
SERVICES ON BEHALF OF THE WARREN COUNTY PROSECUTOR'S OFFICE**

NOW THEREFORE BE IT RESOLVED, to approve the contract with Affordable Language Services on behalf of the Warren County Prosecutor's Office for interpreting services for on-site interpreting, over the phone interpreting, and video remote interpreting, for a period of one year effective upon adoption of this resolution; copy of contract attached hereto and made a part hereof:

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

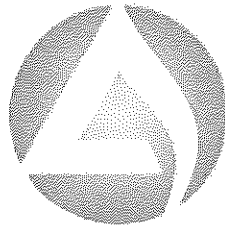
Mr. Young – yea
Mr. Grossmann – yea
Mrs. Jones – yea

Resolution adopted this 23rd day of February 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: c/a—Affordable Language Services
Prosecutor (file)



AFFORDABLE
Language
SERVICES

The Right Words Mean Everything

Service Agreement

Prepared Exclusively For

Warren County Prosecutor's Office

On-Site Interpreting

Over the Phone Interpreting (OPI)- On Demand & Scheduled

Video Remote Interpreting (VRI) – On Demand & Scheduled

Video Conferencing Support

Translation & Localization

February 19, 2021

Nancy M. McMahon

VP, Customer Engagement

O 513.792.5031

M 513.368.2837

nmcmahon@affordablelanguages.com



Affordable Language Services is dedicated to our mission of building partnerships, connecting the right people, and making a difference. We have a vision to become the Region's 1st Choice Language Service Partner. Long-term client partnerships, excellent service combined with skilled Interpreters and Linguists are critical to achieving the mission and vision of our organization.

Our **core values** reflect our approach to service and underscore important aspects of our business approach.

CARE DEEPLY

About the customer experience
Operational excellence
Each other

DEMONSTRATE INTEGRITY

Do what we say we will do
Respect & compassion
Absolute honesty

TAKE INITIATIVE

Leave no stone unturned!
Be proactive
Go above and beyond!

Our desire is to provide a dynamic solution that is acutely tuned to the needs and growth plans of Warren County Prosecutor's Office. We are focused on providing a centralized, holistic system of service that maximizes efficiency, proactively adapts to your needs, and consistently improves your experience.

SCOPE OF SERVICE (Specific to this Agreement)

- On-Site Interpreting
- Over the Phone Interpreting (OPI)- On Demand & Scheduled
- Video Remote Interpreting (VRI) – On Demand & Scheduled
- Telehealth Support/Video Conferencing Support
- Translation & Localization Services

This agreement is valid for execution through February 24, 2021.

Our proposed Service Agreement, based on current conversations, will be in effect through March 31, 2022. This period is defined as the Initial Term.

This proposal is priced with the understanding that Affordable Languages Services will be your 1st call or primary provider for Over-the-Phone, Video Remote and On-Site Interpreting Services.



Document Translation

Our goal is to ensure that your carefully chosen words are translated as you intended. We will provide innovative solutions that make it easy, with an approach consisting of a professional Linguist, Machine Translation or a Combination:

- Rapid Turnaround Time
- Secure Client Portal
- Content Management
- Style Guide Design & Management
- Quality Management System for Internal Processes and Linguist Management & Quality Results
- Efficiency and Cost Effectiveness with Future Projects Through Utilization of Translation Memory
- In-Country Linguists Available for Projects When Required

Affordable Language Services - Translation Scope

- Translation Client "Needs Analysis" and Strategic Overview
- Document Translation
- Website Localization (Service is quoted per Project)
- Transcription (Service is quoted per Project)
- Subtitling (Service is quoted per Project)
- Dubbing (Service is quoted per Project)

Base translation pricing is embedded in this proposal providing a competitive framework. Translation Memory will significantly compound pricing discounts as projects accumulate. ***Translation Memory is accessible and buildable by language and across ALL departments within your organization.***

Each translation project is unique and will generate its' own individual quote.

The table below outlines cost as it relates to elements of translation and should be used as a guideline. Specific projects may require additional attention, depending on source file type, post translation formatting, and unique project requirements.



TRANSLATION SERVICES

Service Agreement:

| Language | Translation & Revision/Word | Minimum Fee | Languages |
|----------|-----------------------------|-------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Group 1 | \$0.18 | \$65.00 | Chinese (Simplified), Spanish, Vietnamese |
| Group 2 | \$0.23 | \$65.00 | Arabic, Nepali, Russian, Dari, Malay, Punjabi, Tagalog, Tajik, Thai, Ukrainian, Urdu, Uzbek |
| Group 3 | \$0.24 | \$65.00 | Portuguese (Brazil), Portuguese (Portugal), Turkish, Bulgarian, Croatian, Hungarian, Ilokano, Moldovan, Swahili, Tatar, Turkmen |
| Group 4 | \$0.25 | \$65.00 | Chinese (Traditional) , French, Greek, Italian, Japanese, Korean, Albanian, Armenian, Belarusian, Bengali, Bosnian, Burmese, Czech, Farsi, Filipino, Gujarati, Hindi, Indonesian, Kannada, Kyrgyz, Lao, Latvian, Lithuanian, Macedonian, Marathi, Oromo, Pashto, Polish, Romanian, Sanskrit, Serbian, Slovakian, Slovenian, Somali, Telugu, Tswana (Setswana) |
| Group 5 | \$0.30 | \$75.00 | Dutch, French (Canadian), German, Hebrew, Afar, Afrikaans, Amharic, Assamese, Azerbaijani, Catalan, Chin Hakha (Lai), Chuukese, Danish, Divehi (Maldivian), Dzongkha, Estonian, Finnish, Flemish, Haitian Creole, Hausa, Hmong, Icelandic, Igbo, Irish, Karen, Kazakh, Khmer (Cambodian), Kinyarwanda, Kirundi, Konkani, Kurdish, Lingala, Malagasy, Malayalam, Maltese, Mandingo (Mandinka), Mongolian, Ndebele (N), Ndebele (S), Norwegian, Oriya, Sepedi, Sindhi, Sinhala, Sotho (Sesotho), Swedish, Tamil, Tibetan, Teso (Ateso), Tigrinya, Tongan, Tooro, Tsonga, Twi, Venda, Wolof, Xhosa, Yoruba, Zulu |
| | TBD | TBD | Extremely rare languages pricing and feasibility by request |



Translation Services continued.....

Standard Delivery:

- Delivery in 3-5 business days for up to 4000 words
- Add 1 business day for each additional 1500 words

Expedited Delivery:

- Delivery in 24-48 hours is possible for translation of certain documents, but revision by a second Linguist may not be possible due to time constraints
- Expediated delivery will result in a 40% rush fee

Desktop Publishing (DTP):

- Desktop publishing will be charged at a rate of \$55.00 per hour for document recreation and formatting. This may apply to documents like brochures and posters where formatting is necessary due to text expansion/contraction. This may also apply to documents in PDF format if recreation is necessary

Notarized Certificate of Accuracy:

- \$15 per certificate
- Verifies the translation is complete and correct and the translation was performed to the best of the Translators ability
- Certificates typically must accompany documents utilized for a legal or official purpose

Invoicing:

- All Translation Projects are invoiced when completed and delivered unless otherwise negotiated
- Invoices are submitted electronically and are password protected



INTERPRETING SERVICES

Affordable Language Services will provide Warren County Prosecutor's Office with access to Interpreting Services for communication needs. You need to make sure your Warren County Prosecutor's Office Staff can communicate effectively with consumers, patients, families and each other.

We make this process simple with customized solutions:

- **On-Site Interpreter**
 - ✓ Affordable Language Services will meet with Key Stakeholders to gain needs' insights and strategically build an Interpreter Program with a service combination of:
 - "Hub" Interpreters
 - Traditional prescheduled (individual) appointments
 - "On-Call" Interpreter program
 - ✓ Interpreters are vetted to meet defined standards of performance
 - ✓ Warren County Prosecutor's Office will have access to schedule interpreting appointments through a dedicated team at Affordable Language Services as well as credentials for accessing, scheduling and monitoring appointments on our dedicated scheduling platform
 - ✓ Customized reporting is available regarding Interpreter scheduling and usage
- **Telephonic Interpreting (Over-the Phone/On Demand)**
 - ✓ We provide a dedicated access number with live, over-the-phone language Interpreter services
 - ✓ On Demand access for approximately 185 languages
 - ✓ Availability 7 days/week – 24 hours/day – 365 days/year
 - ✓ Remote Interpreters are accessible to Warren County Prosecutor's Office facilities via telephone, via computer web browser, or interface on a mobile device through an app for Android or iOS. Calls are routed to interpreters who specialize in medical interpretation
 - ✓ *It is possible to create 1 Dedicated Phone # for your facility or 1 Dedicated Phone # for each primary location, creating a customized Quick Access language list to reflect top languages requested by location for Warren County Prosecutor's Office and negating the need for an Access Code*
- **Video Remote Interpreting (VRI/On Demand)**
 - ✓ Video Remote Interpreting can be accessed for American Sign Language as well as spoken needs
 - ✓ On Demand languages available 7 days/week – 24 hours/day – 365 days/year
 - ✓ Remote Interpreters are accessible to your facility via phone, computer web browser or interface on a mobile device (phone or tablet) through an app for android or iOS
 - ✓ Tablet/Devices and Tablet Stands available (Price – TBD) or accessibility on your equipment



- **Over-the-Phone and Video Remote Interpreting Prescheduled**
 - ✓ For appointments that require prescheduling (i.e. rare languages, lengthy appointments requiring continuity of Interpreter) we can schedule a video or phone Interpreter in advance
 - ✓ Prescheduled languages available 7 days per week – 24 hours/day – 365 days/year
- **Video Conferencing Support**
 - ✓ Capability with most technology platforms enabling the Interpreter to visually join the meeting/appointment
 - ✓ Provides more in depth and desirable outcome for provider and client
 - ✓ Compatible with bedside tablets
 - ✓ On Demand & Prescheduled languages available 7 days per week – 24 hours/day – 365 days/year



INTERPRETING SERVICES – On Site

Service Agreement:

| SERVICE On-Site interpreting | MINIMUM HOURS | REGULAR HOURS Rate/Hour | AFTER HOURS & EMERGENT Rate/Hour |
|------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------|----------------------------------------|-----------------------------------------------------|
| Consecutive Interpreting <ul style="list-style-type: none"> • SPANISH • Non-Certified Medical/Other | 1 | \$65/Hour | \$75/Hour |
| Consecutive Interpreting <ul style="list-style-type: none"> • ALL OTHER LANGUAGES • Non-Certified Medical/Other | 2 | \$70/Hour | \$80/Hour |
| Consecutive Interpreting <ul style="list-style-type: none"> • AMERICAN SIGN LANGUAGE • Non-Certified Medical/Other | 2 | \$75/Hour | \$85/Hour |
| Team Interpreting <ul style="list-style-type: none"> • AMERICAN SIGN LANGUAGE • SIMULTANEOUS – SPOKEN LANGUAGES | 2 2 | TBD TBD | TBD TBD |
| Parking | Provided by Client | | |
| Mileage | At current Federal Rate when applicable | | |

- Regular Hours' billing rate will be used for all appointments taking place within Business Hours – Monday through Friday 8 AM-5PM
- Emergent and After Hours' billing rate will apply to all times outside of Business Hours, and will include holidays (New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day and Christmas Day)
- Spoken Language Cancellation Fee: if cancelled with less than 24-hour notice (dependent upon business hours, defined as Monday – Friday 8 AM-5 PM), the minimum fee will be charged
- American Sign Language Cancellation Fee: if cancelled with less than 24-hour notice (dependent upon business hours, defined as Monday – Friday 8 AM-5 PM), the minimum fee will be charged or reserved time whichever is greater
- Rush Fee: if appointment is scheduled with less than 24-hour notice (dependent upon business hours, defined as Monday – Friday 8 AM-5 PM), the After Hours' rate will apply
- If the services are required longer than the minimum billable hour(s), appointment will be billed in 15-minute increments
- Invoicing for On-Site Interpreting is biweekly and submitted electronically
- E-Signatures will be used as Verification of Services



INTERPRETING SERVICES: Over-the-Phone and Video Remote

Service Agreement:

| OVER THE PHONE INTERPRETING (OPI) – ON DEMAND Pricing | |
|-------------------------------------------------------------------------------|--------------------|
| Language | Rate/Minute |
| Spanish | \$.85 |
| All Other Spoken | \$1.10 |
| VIDEO REMOTE INTERPRETING (VRI) – ON DEMAND Pricing | |
| Language | Rate/Minute |
| Spanish | \$1.00 |
| All Other Spoken | \$1.50 |
| American Sign Language | \$2.10 |
| OVER THE PHONE & VIDEO REMOTE INTERPRETING – SCHEDULED Pricing | |
| Language | Rate/Minute |
| Spanish | \$1.10 |
| All other Languages | \$1.65 |
| American Sign Language | \$2.20 |
| OVER THE PHONE & VIDEO REMOTE INTERPRETING Conference Pricing | |
| TBD | Rate/Minute |

Set-up Fee

Waived

- Tablet/Devices and Tablet Stands Available - Price TBD
- **All "On Demand" Appointments** are billed by actual minutes utilized per call
- **All "Scheduled" Appointments** for Spoken Languages will be billed for a minimum of 30 Minutes
- **All "Scheduled" Appointments** for American Sign Language will be billed for a minimum of 60 minutes
- 24 Hour Cancellation is required for Scheduled Appointments - if cancelled with less than 24-hour notice (dependent upon business hours, defined as Monday – Friday 8 AM-5 PM), Time Reserved will be charged
- OPI/VRI is invoiced monthly, submitted electronically and is password protected



INTERPRETING SERVICES

Qualifications & Requirements

It is important that we pre-determine the qualifications and requirements relative to assigned Interpreters.

The criteria selected will be required for an Interpreter to accept appointments with your facility.

- **BACKGROUND CHECK**

Affordable Language Services requires a background check for all On-Site interpreters

No Requirement

- **DRUG SCREENING**

Affordable Language Services requires a drug screen for all On-Site interpreters

No Requirement

- **MEDICAL**

MMR Vaccine (one-time vaccine)

TB Test (required annually, or chest x ray required every 5 years)

Flu Shot (seasonal, October – April, required annually)

Badge Required

Other: _____

No Requirement

- **EDUCATION**

State Testing Training Required

Other: _____

No Requirement

- **LEGAL**

Legal Certification Required

▪ This will require interpreters to be formally certified by the state

Legally Qualified

▪ This is for interpreters who have had legal training, but have not completed the formal certification

No Requirement

Parking on Location: (select all that may apply)

Free/open to park anywhere

Interpreter must pay

Interpreter must park in certain lot/area (please provide instruction on where)

Need parking sticker/badge



INVOICING INFORMATION

We want to make sure we provide accurate Invoicing for your organization! Please review the fields below and we will discuss your specific requirements, ensuring your information goes to the right contact with the necessary information all the time!

| CUSTOMER INFORMATION | |
|-------------------------------------------------------------------------------------|-----------------------------------------------------------------|
| Company Name: <i>Warren County Prosecutor's Office</i> | Billing Address – please list if different than address on left |
| Address: <i>520 Justice Drive</i> | Billing Address: |
| City: <i>Lebanon</i> State: <i>OH</i> Zip: <i>45036</i> | City: State: Zip |
| Client Contact for Services: <i>Michelle Buck, Office Admin</i> | Client Contact for Billing: |
| Phone #: <i>513-695-1780</i> | Phone #: |
| Email Address: | Email Address: |
| Fax #: | Fax #: |
| Preferred Method of Payment: ACH or <u>Check</u> | |
| INVOICE FIELDS – Please select if these fields are required to be shown on invoices | |
| PO Required? | Other (please specify): |
| Cost Center Code(s) Required? | Other (please specify): |
| Case Number Required? <i>Yes</i> | Other (please specify): |
| Suite/Department Required? | Other (please specify): |

→ *michelle.buck@warrencountyprosecutor.com*



COMPANY TERMS & CONDITIONS.

1. DEFINITIONS

“Company” means AFFORDABLE LANGUAGE SERVICES, LTD., including without limitation, its agents, employees, subsidiaries, divisions, affiliates and related entities and companies.

“Client” means the party hiring Company including without limitation, its agents, employees, subsidiaries, divisions, affiliates and related entities and companies.

2. LIMITATION REGARDING RESPONSIBILITY TO CHANGE TRANSLATION WORK

In the case of a translation or transcription, Client agrees to promptly review the work product of Company upon receipt thereof and to notify Company of any errors or omissions in such work product within either seven business days OR one-half the duration of the project (measured from receipt of all source files, approval, and applicable prepayment or purchase order to date of delivery). Failure to raise an objection within this period shall be considered as approval of the work as delivered. Upon timely objection, Company agrees to rectify the following without charge within a reasonable period of time: outright mistranslation, omission, typo, grammatical mistake, or non-adherence to any pre-approved glossary (“Non-Subjective Errors”). All changes requested by the Client other than non-subjective errors or omissions will be subject to additional charges.

3. PAYMENT, END USER DATA AND PRICING

PAYMENT

Payment is due within 30 days from invoice date. Interest will accrue at one and one-half percent (1.5%) per month on any outstanding balances over 30 days past invoice date.

END USER DATA

On occasion, not all end user data associated with an OPI/VRI Session may be collected for multiple reasons, including the inability of the caller to provide accurate requested information. Incorrect end user data will not be reason to deny payment for OPI/VRI services rendered.

PRICING

Upon the conclusion of the initial term of the agreement, Company can modify pricing associated with its’ services as dictated by business conditions. Such pricing changes must be provided to Client with at least 30 days’ notice.

4. NONSOLICITATION

Client shall not at any time and for a period of one year after termination of this contract, directly or indirectly, induce or attempt to influence, contract with, or hire away, any employee or contractor of Company.



Client may avoid this restriction upon payment of a one-time fee of \$5,000.00 provided that before directly hiring any employee or contractor of the company the client must first notify the company of such desire. If the client wishes to pursue hiring any contractor/employee of company, the client is required to inquire of the company management before any communication, even speaking, to said contractor/employee regarding possible direct employment.

5. CONFIDENTIAL INFORMATION

Company shall take reasonable measures to ensure that all communications which are the subject of any work by Company remain confidential. All employees and contractors used by Company are required to sign a confidentiality agreement and are aware that Client communications are confidential. If either Company or Client receives a court subpoena, request for production of documents, court order or requirement of a government agency to disclose any Confidential Information, the recipient shall give prompt written notice to the other party so that the request can be challenged or limited in scope by Company or Client, as appropriate.

Client shall not disclose or permit disclosure to any third party of any information concerning either the means or methods of Company's services nor the fees charged for such services, subject to requirement to release records under Ohio Public Records Law.

6. RETENTION OF SOURCE MATERIALS AND WORK PRODUCT

Unless otherwise agreed in writing, Company shall have no obligation to retain file copies of any source materials provided by Client or work product produced by Company but specifically reserves the right to do so at its sole and exclusive option.

7. CLIENT'S DUTIES AND OBLIGATIONS

Purpose and Use of Work

Client shall clearly and specifically indicate the purpose and intended use of any work requested from Company as well as any other specifications regarding the services to be delivered by Company, all of which must be agreed to in writing by Company. Specifically, and without limitation, the Client shall indicate whether any documents submitted to Company will be used as or in bids and tenders, any legal actions, including but not limited to court documents, letters, depositions, etc., contracts of any nature, advertising, printing or publication. Client shall cooperate with Company when additional information or collaboration is needed and shall accept liability for any delays resulting from a failure to cooperate.

Certifications

The Client shall also make known to Company any certification requirements upon making the request and all other circumstances wherein the services to be provided have a direct relation to life and death consequences, i.e. medical technology, service and operation manuals for machinery and industrial/agricultural equipment, tools, government security clearance, etc. It is understood and agreed that the services to be provided by Company shall be suitable only for the specific use and purpose disclosed by the Client and set forth in the Specifications.



Responsibility to Review Invoices and Limitation to Dispute Charges

The Client shall be responsible for reviewing invoices for accuracy and disputing any charges within 14 days of receipt of invoice. For any invoice that has already been paid, the Client may request an audit of billed services and necessary corrections to be made for a period of 60 days from the date the payment is received.

8. LIMITATION ON WARRANTIES AND COMPANY'S RESPONSIBILITY FOR DAMAGES

Company's sole obligation with respect to any Non-Subjective Error in its work product is to correct such error at no cost to Client. No liability is assumed by Company for any actual or alleged lack of nuance or impact, in particular, and without limitation, as these may relate to expressiveness of a text and its suitability for use by the Client in any particular activities. Unless otherwise agreed to in writing by the Company, Company MAKES NO WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR OTHERWISE, including but not limited to the availability or timeliness of the performance of any service.

9. INDEPENDENT CONTRACTOR

The parties agree that Company's relationship to Client is that of an independent contractor and that nothing contained in this Agreement shall be construed as creating any other type of relationship.

10. SEVERABILITY

If any provision of the Company Terms and Conditions or Client Price Sheet or Client Estimate shall be construed to be illegal or invalid, the illegal or invalid provision shall be reformed to the extent possible to give its intended effect and/or meaning and all remaining provisions hereof shall continue in full force and effect so long as the economic or legal substance of this Agreement is not affected in any manner materially adverse to any party.

11. RENEWAL

This agreement will automatically renew for a one-year period upon the conclusion of the Initial Term if neither party provides notification of intent to terminate more than 30 days prior to the end of the term.

12. TERMINATION

Client may terminate services by providing 30 days written notice to Company. Client must pay for any services performed or expenses incurred prior to the termination date, according to the terms in Section 3.



13. WAIVER

No waiver of any breach of any provision of the Service Agreement shall constitute a waiver of any subsequent breach of the same or any other provision of this Agreement. Failure to enforce any term of the Agreement shall not be deemed a waiver of future enforcement of that or any other term.

14. MODIFICATION

Except as to pricing terms of Section 3, above, this Agreement may not be modified or amended except by a written agreement signed by both parties.

15. GOVERNING LAW

The Service Agreement shall in all respects be construed in accordance with and governed by the laws of the state of Ohio, without regard to its conflict of laws rules.

16. COMPANY'S RELEASE OF INTELLECTUAL PROPERTY RIGHTS

Final release of copyrights or other intellectual property rights for work in printed or electronic form, any audio or video recordings, computer files or graphics, shall only be issued after payment in full of all outstanding balances due to Company.

17. ENTIRE AGREEMENT

This agreement includes all attached exhibits, all of which are herein incorporated by reference. This agreement contains the entire understanding of the parties with respect to the matters herein contained and supersedes all previous agreements and undertakings with respect thereto. This Agreement may be modified only by terms outlined in Section 14.



AFFORDABLE
Language
SERVICES

The Right Words Mean Everything

SIGNATURE

By signing I agree to have read and agree to all pricing and conditions in this document and to Affordable Language Services Terms and Conditions enclosed:

Affordable Language Services

*Warren County Board of
Commissioners on behalf of,
Warren County Prosecutor's Office*

Signature: _____

Signature: *[Signature]*

Print: _____

Print: Tom Grossmann

Title: _____

Title: Vice President

Date: _____

Date: 2/23/2021

APPROVED AS TO FORM

[Signature]

Adam M. Nice

Asst. Prosecuting Attorney

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

Resolution

Number 21-0279

Adopted Date February 23, 2021

APPROVE APPROPRIATION ADJUSTMENT AND SUPPLEMENTAL APPROPRIATION INTO LOCAL CORONAVIRUS RELIEF FUND #2210

BE IT RESOLVED, to approve the following appropriation adjustment from the Federal Cares Act for the Local Coronavirus Relief Fund #2210

| | | | |
|--------------|------|----------------|----------------------------------------|
| \$ 93,670.12 | from | #22101110-5317 | (Local Corona – Non-Capital Purchases) |
| | into | #22101110-5102 | (Local Corona – Regular Salaries) |

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

| | | | |
|---------------|------|----------------|-----------------------------------|
| \$ 132,235.22 | into | #22101110-5102 | (Local Corona – Regular Salaries) |
| \$ 42,932.19 | into | #22101110-5811 | (Local Corona – PERS) |
| \$ 45,905.09 | into | #22101110-5820 | (Local Corona – Health/Life Ins) |
| \$ 4,306.63 | into | #22101110-5871 | (Local Corona – Medicare) |

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

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

Resolution adopted this 23rd day of February 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor
Appropriation Adjustment file
Supplemental Appropriation file
OMB (file)