

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

Resolution

Number 23-1652

Adopted Date December 12, 2023

HIRE JORDAN PALMER AS A PROTECTIVE SERVICES CASEWORKER I, WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION

WHEREAS, the department has requested to hire Ms. Palmer as a Protective Services Caseworker I; and

NOW THEREFORE BE IT RESOLVED, to hire Jordan Palmer as a Protective Services Caseworker I, within the Warren County Department of Job and Family Services, Children Services Division, classified, full-time permanent, non-exempt status, Pay Grade #14, \$20.86 per hour, effective January 2, 2024, subject a background check, drug screen and a 365-day probationary period.

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

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

Resolution adopted this 12th day of December 2023.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

H/R

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

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

Resolution

Number 23-1653

Adopted Date December 12, 2023

HIRE BAILEY RANALDO AS A FELLOWSHIP STUDENT, PART OF THE CHILD WELFARE FELLOWSHIP PROGRAM TO WORK WITHIN WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION

WHEREAS, pursuant to resolution #23-1476, adopted November 7, 2023 this Board approved a subgrant agreement with Wood County Job and Family Services and the Child Welfare Fellowship project parties on behalf of Warren County Children Services; and

WHEREAS, Wood County has determined Ms. Rinaldo is eligible for the Fellowship program; and

WHEREAS, the Director of Warren County Children Services has requested to hire Ms. Rinaldo as a Fellowship Student, part of the Fellowship Program; and

NOW THEREFORE BE IT RESOLVED, to hire Bailey Rinaldo as Fellowship Student, part of the Child Welfare Fellowship Program, within the Warren County Department of Job and Family Services, Children Services Division, unclassified, part-time, 20 hours per week, non-exempt status, \$15.00 per hour, effective December 18, 2023, through June 30, 2024

BE IT FURTHER RESOLVED, Ms. Rinaldo is required to comply with all regulations of the Child Welfare Fellowship Program and all Warren County policies and procedures.

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

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

Resolution adopted this 12th day of December 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

H/R

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

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

Resolution

Number 23-1654

Adopted Date December 12, 2023

AMEND RESOLUTION #23-1543, ADOPTED NOVEMBER 14, 2023, ADOPTING CLASSIFICATION SPECIFICATION FOR DIRECTOR OF DEVELOPMENT TO REFLECT THE CORRECT WAGE FOR MATTHEW SCHNIPKE

WHEREAS, pursuant to Resolution #23-1543, adopted November 14, 2023, the wage for Mr. Schnipke was listed as \$4,021.30 bi-weekly, the correct bi-weekly wage for Mr. Schnipke is \$4,038.46; and

NOW THEREFORE BE IT RESOLVED, to amend Resolution #23-1543, adopted November 14, 2023, to reflect the correct wage for Matthew Schnipke is \$4,038.46 effective pay period beginning November 18, 2023.

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

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

Resolution adopted this 12th day of December 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: M. Schnipke's Personnel file
OhioMeansJobs (file)
Economic Development (file)
OMB S. Spencer

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

Resolution

Number 23-1655

Adopted Date December 12, 2023

ACCEPT RESIGNATION OF IBRAHIM DABDOUB, CUSTODIAL WORKER I, WITHIN WARREN COUNTY FACILITIES MANAGEMENT DEPARTMENT EFFECTIVE DECEMBER 23, 2023

BE IT RESOLVED, to accept the resignation of Ibrahim Dabdoub, Custodial Worker I, within Warren County Facilities Management Department, effective December 23, 2023.

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

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

Resolution adopted this 12th day of December 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Facilities Management (file)
I. Dabdoub's Personnel File
OMB – Sue Spencer
Tammy Whitaker

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

Resolution

Number 23-1656

Adopted Date December 12, 2023

AUTHORIZE THE POSTING OF THE "CUSTODIAL WORKER I" POSITION, WITHIN THE DEPARTMENT OF FACILITIES MANAGEMENT, IN ACCORDANCE WITH WARREN COUNTY PERSONNEL POLICY MANUAL, SECTION 2.02(A)

WHEREAS, there exists an opening for the "Custodial Worker I" position within the Department of Facilities Management; and

NOW THEREFORE BE IT RESOLVED, to authorize the posting of the position of "Custodial Worker I" in accordance with Warren County Personnel Policy Manual, Section 2.02(A); posting to occur for a period of at least seven (7) consecutive calendar days beginning December 6, 2023.

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

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

Resolution adopted this 12th day of December 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Facilities Management (file)
OMB-Sue Spencer

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

Resolution

Number 23-1657

Adopted Date December 12, 2023

APPROVE THE PROMOTION OF CHRISTOPHER LEMMING TO THE POSITION OF WASTEWATER TREATMENT PLANT OPERATOR I WITHIN THE WARREN COUNTY WATER AND SEWER DEPARTMENT

WHEREAS, Mr. Lemming has obtained his Class I Wastewater Treatment license; and

NOW THEREFORE BE IT RESOLVED, to approve the promotion of Chris Lemming to the position of Water Treatment Plant Operator I of Warren County Water and Sewer Department, classified, full-time permanent, non-exempt status, Pay Range 15, at \$25.24 per hour, effective pay period beginning December 2, 2023; and

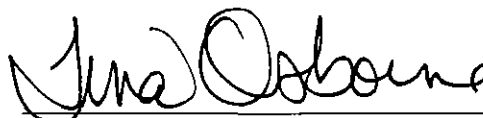
BE IT FURTHER RESOLVED, Mr. Lemming will receive a three (3) percent increase when he completes his probation period in April 2024

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

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

Resolution adopted this 12th day of December 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

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

Resolution

Number 23-1658

Adopted Date December 12, 2023

ACKNOWLEDGE AND AUTHORIZE RENEWAL NOTICE AND RENEWAL OPTION AND ADDENDUM TO THE ADMINISTRATIVE SERVICE AGREEMENT WITH DENTAL CARE PLUS EFFECTIVE JANUARY 1, 2024

WHEREAS, the Board of County Commissioners utilizes Dental Care Plus for the administrative services of the Dental Care Plan; and

WHEREAS, the Board authorizes Option 3 which enhances out-of-network claim payment; and

WHEREAS, Addendum A indicates a two-year rate guarantee of \$3.00 per employee per month which is unchanged from the current of \$3.00; and

NOW THEREFORE BE IT RESOLVED, to authorize the Renewal Notice and Renewal Option and Addendum to the Administrative Service Agreement with Dental Care Plus effective January 1, 2024; attached hereto and made a part hereof.

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

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

Resolution adopted this 12th day of December 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

HR/

cc: c/a—Dental Care Plus
Horan & Assoc
Benefits File
Tammy Whitaker, OMB

RENEWAL NOTICE

081116 - WARREN COUNTY COMMISSIONERS

PPO

Benefit Plan Number: M1459

Network: DentaSelect Plus

Benefit Year: The 12 month period beginning January 1st and ending December 31st (calendar year)

Annual Maximum Benefit: \$1500 per Member

Orthodontic Lifetime Maximum Benefit: \$2400 per Eligible Member
 Limited to eligible dependent children under age 19

Deductible: \$50 In-Network/\$50 Out-of-Network per Member, per Benefit Year

The deductible applies to Basic and Major Benefits only
 Any deductible amount that is satisfied will be applied toward both the In-Network and Out-of-Network deductibles.

Covered Dental Services	Deductible Applied	In-Network		Out-of-Network	
		Percentage of Allowable Expense Paid by the Plan	Member Copayment	Percentage of Allowable Expense Paid by the Plan	Member Copayment
Preventive Benefits	No	100%	None	100%	None
Basic Benefits	Yes	80%	20%	80%	20%
Major Benefits	Yes	50%	50%	50%	50%
Orthodontic Benefits	No	60%	40%	60%	40%

Limited to eligible dependent children under age 19

- Out-of-network claims are reimbursed at the Match level.
- Endodontic Services are covered as Basic Benefits.
- Periodontic Services are covered as Basic Benefits.
- Sealants are covered as Basic Benefits.
- Implants are covered as Major Benefits.
- Dependent Children will be eligible for coverage until age 26.

<u>Contract</u>	<u>Enrolled</u>	<u>Current Admin Fee</u>	<u>Renewal Admin Fee</u>	<u>Recommended Funding Rates</u>
Individual	359	\$3.00	\$3.00	\$28.78
Family	554	\$3.00	\$3.00	\$71.94

Effective 01/01/2024
 The next scheduled renewal date is January 01, 2026.

The Dental Care Plus Group reserves the right to reconsider these rates if overall enrollment varies by more than 10%.

RENEWAL OPTION

081116 - WARREN COUNTY COMMISSIONERS

PPO

Option: 3

Network: DentaSelect Plus

Benefit Year: The 12 month period beginning January 1st and ending December 31st (calendar year)

Annual Maximum Benefit: \$1500 per Member

Orthodontic Lifetime Maximum Benefit: \$2400 per Eligible Member
 Limited to eligible dependent children under age 19

Deductible: \$50 In-Network/\$50 Out-of-Network per Member, per Benefit Year

The deductible applies to Basic and Major Benefits only
 Any deductible amount that is satisfied will be applied toward both the In-Network and Out-of-Network deductibles.

Covered Dental Services	Deductible Applied	In-Network		Out-of-Network	
		Percentage of Allowable Expense Paid by the Plan	Member Copayment	Percentage of Allowable Expense Paid by the Plan	Member Copayment
Preventive Benefits	No	100%	None	100%	None
Basic Benefits	Yes	80%	20%	80%	20%
Major Benefits	Yes	50%	50%	50%	50%
Orthodontic Benefits	No	60% <small>Limited to eligible dependent children under age 19</small>	40%	60% <small>Limited to eligible dependent children under age 19</small>	40%

Out-of-network claims are reimbursed at the 90th Percentile.

Endodontic Services are covered as Basic Benefits.

Periodontic Services are covered as Basic Benefits.

Sealants are covered as Basic Benefits.

Implants are covered as Major Benefits.

Dependent Children will be eligible for coverage until age 26.

<u>Contract</u>	<u>Enrolled</u>	<u>Current Admin Fee</u>	<u>Renewal Admin Fee</u>	<u>Recommended Funding Rates</u>
Individual	359	\$3.00	\$3.00	\$30.51
Family	554	\$3.00	\$3.00	\$76.26

Effective 01/01/2024

The next scheduled renewal date is January 01, 2026.

[Handwritten Signature] President 12-12-23

 Authorized Signature Title Date

This renewal is for a standalone dental benefits plan that is not a federally qualified health plan. The plan does not include the full range of pediatric dental benefits required under the federal regulations governing essential health benefits.

The Dental Care Plus Group reserves the right to reconsider these rates if overall enrollment varies by more than 10%.

Please note: If this signed renewal option is not signed and returned to The Dental Care Plus Group before the 10th of the month prior to your renewal date your next invoice will reflect the renewal rates originally released that correspond to your current benefit plan(s).

ADDENDUM A
to
Administrative Services Contract
WARREN COUNTY COMMISSIONERS

I. COMPENSATION

All Fees shall be paid by the Employer to DCP Holding Company ("DCP") at the location set forth in the invoice on or before the Due Date, as set forth below.

A. Administration Fees

The Employer agrees to pay the monthly Administration Fee at the following rate:

\$3.00 per enrolled employee per month
01-01-2024 to 01-01-2026
***This rate guaranteed for 2 year**

An invoice for the monthly Administration Fee will be submitted to the Employer by DCP on approximately the fifteenth (15) day of each month.

The Due Date for payment of the monthly Administrative Fee to DCP is the last banking day of the month in which the invoice is received.

B. Run-off Fees

If Employer elects to utilize the services of DCP to process Run-off Claims, Employer agrees to pay a Run-off Fee as follows:

\$4.00 per Claim

A monthly invoice for the Run-off Fee will be submitted to the Employer by DCP approximately the fifteenth (15) day of each month.

The Due Date for payment of the Run-off Fee to DCP is the last banking day of the month in which the invoice is received.

C. Consulting Fees

If upon termination or non-renewal of this Contract, Employer requests DCP provide Transition Services as set forth in Section 1.14 of the Contract, Employer agrees to pay DCP for such services at the following rate:

\$125 per hour

An invoice for Consulting Fees will be transmitted to the Employer by DCP no later than the fifteenth (15) day of the month following the month when the Consulting Fees were incurred.

The Due Date for payment of the Consulting Fees to DCP is the last banking day of the month in which the invoice is received.

II. FUNDING OF PAID CLAIM EXPENSES

Paid Claims Expenses on all Claims processed by DCP shall be funded by the Employer by the Due Date as set forth below.

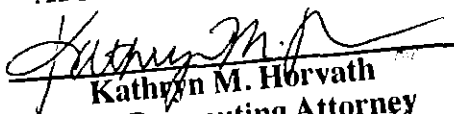
DCP shall prepare and transmit to Employer a weekly Claim Expense Backup Report which sets forth the amount of Paid Claim Expenses which the Employer is required to fund. Paid Claim Expenses include all processed Claims which have been approved for payment by DCP through the date of the Report. The amount which some Network Providers are paid on a Claim may differ from the amount set forth in the Claim Expense Backup Report as a result of the Network Provider's agreement to permit DCP to withhold a portion of the Network Fee.

The Due Date by which Paid Claim Expenses must be transferred by the Employer to the Claims payment account designated in writing by DCP is two (2) working days from the date of receipt of the Report. No Claim will be paid by DCP until the Paid Claim Expense for such Claim has been funded by Employer as set forth above. In no circumstances will DCP use, lend or advance its own funds for the payment of Claims.

If Employer elects to utilize the services of DCP to process Run-off Claims, this Section II shall also apply to the funding of the Paid Claims Expenses for such Run-off Claims.

III. APPLICABLE STATE LAW

The Contract shall be governed by the law of the State of Ohio.

APPROVED AS TO FORM

Kathryn M. Horvath
Asst. Prosecuting Attorney

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

Resolution

Number 23-1659

Adopted Date December 12, 2023

ACKNOWLEDGE POLICY WITH ARCH INSURANCE FOR THE PROVISION OF STOP LOSS COVERAGE FOR 2024 RELATIVE TO THE SELF-INSURED WORKERS' COMPENSATION PROGRAM

WHEREAS, this Board has elected Stop Loss coverage through Arch Insurance in order to mitigate risk relative to the Self-Insured Workers' Compensation program; and

NOW THEREFORE BE IT RESOLVED, to acknowledge policy for period effective January 1, 2024, through December 31, 2024 by Arch Insurance for Stop Loss coverage relative to the Self-Insured Workers' Compensation program.; policy attached hereto.

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

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

Resolution adopted this 12th day of December 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

HR/

cc: Adam Balls, World Risk
OMB File /Workers' Compensation
Tammy Whitaker, OMB

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

Resolution

Number 23-1660

Adopted Date December 12, 2023

CANCEL REGULARLY SCHEDULED COMMISSIONERS' MEETING OF THURSDAY
DECEMBER 14, 2023

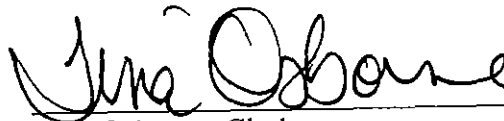
BE IT RESOLVED, to cancel the regularly scheduled Commissioners' Meeting of Thursday,
December 14, 2023.

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

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

Resolution adopted this 12th day of December 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/tao

cc: Auditor
Commissioners' file
Press

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

Resolution

Number 23-1661

Adopted Date December 12, 2023

ADVERTISE FOR BIDS THE FY23 SOUTH LEBANON – HOBART AVENUE SIDEWALKS
CDBG PROJECT

BE IT RESOLVED, to advertise for bids for the FY23 South Lebanon- Hobart Avenue Sidewalks
CDBG Project for the Warren County Office of Grants Administration; and

BE IT FURTHER RESOLVED, to advertise said bid for one (1) week in a newspaper of general
circulation and for two consecutive weeks on the County website, beginning the week of December
17, 2023; bid opening to be January 4, 2024 @ 9:00 a.m.

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

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

Resolution adopted this 12th day of December 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

KP

cc: OGA (file)
OMB Bid file

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

Resolution

Number 23-1662

Adopted Date December 12, 2023

ADVERTISE FOR BIDS FOR THE ROACHESTER – COZADDALE ROAD BRIDGE #52-4.02
REHABILITATION PROJECT

BE IT RESOLVED, to advertise for bids for the Roachester – Cozaddale Road Bridge #52-4.02
Rehabilitation Project for the County Engineer; and

BE IT FURTHER RESOLVED, to advertise said bid for one (1) week in a newspaper of general
circulation and for three (3) consecutive weeks on the Warren County website, beginning the week
of December 31, 2023; bid opening to be January 23, 2024 @ 9:30 a.m.

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

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

Resolution adopted this 12th day of December 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

KP/

cc: Engineer (file)
OMB Bid file

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

Resolution

Number 23-1663

Adopted Date December 12, 2023

ENTER INTO CONTRACT WITH FORD DEVELOPMENT CORPORATION FOR THE
MASON MORROW MILLGROVE ROAD (PIKE STREET) BRIDGE #38-3.73
REHABILITATION PROJECT

WHEREAS, pursuant to Resolution #23-1556 dated November 21, 2023, this Board approved a Notice of Intent to Award Bid for the Mason Morrow Millgrove Road (Pike Street) Bridge #38-3.73 Rehabilitation Project to Ford Development Corp., for a total bid price of \$539,090.08; and

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

NOW THEREFORE BE IT RESOLVED, to enter into contract with Ford Development Corporation, 11148 Woodward Lane, Cincinnati, Ohio 45241, for a total bid price of \$539,090.08; as attached hereto and made a part hereof.

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

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

Resolution adopted this 12th day of December 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

LL/

cc: c/a— Ford Development Corporation
Engineer (file)
OMB Bid file

CONTRACT

THIS AGREEMENT, made this 12 day of December 2023, with the Warren County Board of Commissioners, 406 Justice Drive, Lebanon, Ohio hereinafter called "Owner" and **Ford Development Corporation, 11148 Woodward Lane, Cincinnati, Ohio 45241** doing businesses as (an individual, partner, a corporation) hereinafter called "Contractor."

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

Mason Morrow Millgrove Road (Pike Street) Bridge #38-3.73 Rehabilitation Project

hereinafter called the project, for the sum of **\$539,090.08, (Five Hundred Thirty-Nine Thousand, Ninety Dollars and Eight Cents)**, and all work in connection therewith, under the terms as stated in the Conditions of the Contract; and as his/her (its or their) own proper cost and expense furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, Conditions of the Contract, the Specifications and Contract Documents. "Contract Documents" means and includes the following:

- Proposal Price (Bid) Sheet
- Exception Sheet
- Bidder Identification
- A) Invitation to Bidders
- B) General Instruction to Bidders
- C) Non- Collusion Affidavit
- D) Bid Guaranty & Contract Bond
- E) Performance Bond
- F) Contract
- G) Bonding & Insurance Requirements
- H) Experience Statement
- I) Affidavit of Non-Delinquency of Real and/or Personal Property Tax
- J) Equal Employment Opportunity Requirements, Bid Conditions and Non-discrimination and Equal Employment Opportunity Affidavit
- K) Findings for Recovery Affidavit Wage Rate Determination
- L) Wage Rate Determination
- M) Special Provision/Technical Specifications

The CONTRACTOR hereby agrees to commence work under this contract on or before a date to be specified in a Written "Notice to Proceed" of the OWNER, and to fully complete the project after the written notice to proceed has been issued and within 14 weeks after construction has started. The Contractor further agrees to pay, as liquidated damages, the sum of \$600.00 for each consecutive calendar day thereafter.

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

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

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

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

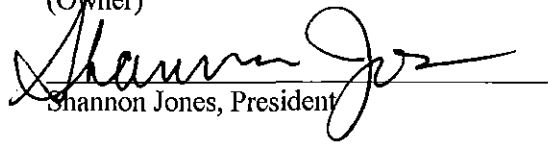
The OWNER agrees to pay the CONTRACTOR in the manner and at such times as set forth in the General Provisions such amounts as required by the Contract Documents.

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

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

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

WARREN COUNTY BOARD OF COMMISSIONERS
(Owner)

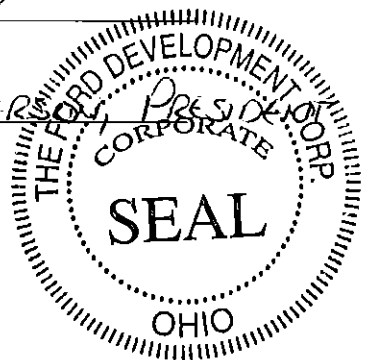

Shannon Jones, President

Ford Development Corporation

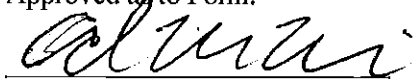
By:

Name and Title:

ROBERT F. HENDERSON



Approved as to Form:


Assistant Prosecutor

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

Resolution

Number 23-1664

Adopted Date December 12, 2023

**ENTER INTO CONTRACT WITH W. E. SMITH CONSTRUCTION FOR THE LOWER
SPRINGBORO ROAD DRILLED PIER WALL PROJECT**

WHEREAS, pursuant to Resolution #23-1437 dated October 31, 2023, this Board approved a Notice of Intent to Award Bid for the Lower Springboro Road Drilled Pier Wall Project to W. E. Smith Construction., for a total bid price of \$131,897.00; and

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

NOW THEREFORE BE IT RESOLVED, to enter into contract with W. E. Smith Construction, 2030 Bauer Rd., Blanchester, Ohio, for a total bid price of \$131,897.00; as attached hereto and made a part hereof.

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

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

Resolution adopted this 12th day of December 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

LL/

cc: c/a— W.E Smith Construction
Engineer (file)
OMB Bid file

CONTRACT

THIS AGREEMENT, made this 12 day of December, 2023, with the Warren County Board of Commissioners, 406 Justice Drive, Lebanon, Ohio hereinafter called "Owner" and **W.E. Smith Construction, 2030 Bauer Road, Blanchester, Ohio 45107, ADDRESS**, doing businesses as (an individual, partner, a corporation) hereinafter called "Contractor."

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

LOWER SPRINGBORO ROAD DRILLED PIER WALL PROJECT

hereinafter called the project, for the sum of **\$131,897.00 (One Hundred Thirty- One Thousand, Eight Hundred Ninety- Seven Thousand Dollard and No Cents)**, and all work in connection therewith, under the terms as stated in the Conditions of the Contract; and as his/her (its or their) own proper cost and expense furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, Conditions of the Contract, the Specifications and Contract Documents. "Contract Documents" means and includes the following:

- Proposal Price (Bid) Sheet
- Exception Sheet
- Bidder Identification
- A) Invitation to Bidders
- B) General Instruction to Bidders
- C) Non-Collusion Affidavit
- D) Bid Guaranty & Contract Bond
- E) Performance Bond
- F) Contract
- G) Bonding & Insurance Requirements
- H) Experience Statement
- I) Affidavit of Non-Delinquency of Real and/or Personal Property Tax
- J) Equal Employment Opportunity Requirements, Bid Conditions and Non-discrimination and Equal Employment Opportunity Affidavit
- K) Findings for Recovery Affidavit Wage Rate Determination
- L) Wage Rate Determination
- M) Special Provision/Technical Specifications

The CONTRACTOR hereby agrees to commence work under this contract on or before a date to be specified in a Written "Notice to Proceed" of the OWNER, and to fully complete the project by April 26, 2024. The Contractor further agrees to pay, as liquidated damages, the sum of \$300.00 for each consecutive calendar day thereafter.

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

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

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

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

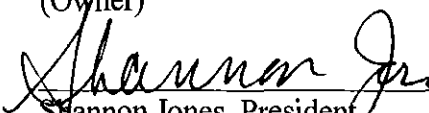
The OWNER agrees to pay the CONTRACTOR in the manner and at such times as set forth in the General Provisions such amounts as required by the Contract Documents.

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

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

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

WARREN COUNTY BOARD OF COMMISSIONERS
(Owner)


Shannon Jones, President


(Seal)
ATTEST:

By:

NAME

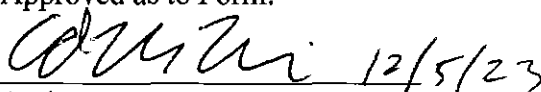
Name

Title



President

Approved as to Form:


Assistant Prosecutor

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

Resolution

Number 23-1665

Adopted Date December 12, 2023

**ENTER INTO CONTRACT WITH VALLEY TRANSPORT, LLC FOR THE OPERATION OF
THE WARREN COUNTY TRANSIT SERVICE**

WHEREAS, pursuant to Resolution #23-1320, adopted October 10, 2023, this Board authorized the initiation of negotiations with Valley Transport, LLC for the operation of the Warren County Public Transit service for the period of January 1, 2024 to December 31, 2024; and

WHEREAS, all required documentation has been submitted by the vendor; and

NOW THEREFORE BE IT RESOLVED, to enter into contract with Valley Transport, LLC, 4428 North Dixie Drive, Dayton, Ohio 45414 for the operation of the Warren County Transit Service for the period of January 1, 2024 to December 31, 2024; as attached hereto and made a part hereof.

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

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

Resolution adopted this 12th day of December 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

KP/

cc: c/a—Valley Transport, LLC
Transit (file)
Bid file

**CONTRACT
FOR
TRANSPORTATION SERVICES**

This contract executed this 30th day of November 2023 by and between the Warren County Board of Commissioners (hereinafter referred to as the County) and Valley Transport, LLC (hereinafter referred to as the Service Provider).

WITNESSETH:

WHEREAS, the County has made application by and between the State of Ohio, acting by and through the Ohio Department of Transportation (ODOT) for operating assistance under the Urban Transit Program, as codified, 49 USC 5311, and the Ohio Public Transportation Grant Program; and

WHEREAS, the goals of the Urban Transit Program are to enhance the access of people in nonurbanized areas for purposes such as health care, shopping, education, recreation, public services and employment by encouraging the maintenance, development, improvement, and use of passenger transportation systems; and

WHEREAS, the County has agreed by resolution to contract with the Service Provider to carry out the provisions of the Project.

NOW, THEREFORE, in consideration of the mutual covenants, promises, representations, and warranties set forth herein the parties agree as follows:

SECTION 1. PURPOSE OF CONTRACT. The purpose of this Contract is to provide for the undertaking of transportation services to the general public in Warren County, as described in the application, incorporated herewith and made a part hereof by reference, (hereinafter referred to as the Project) by the Service Provider and to state the terms, conditions, and mutual understandings of the parties as to the manner in which the Project will be undertaken and completed.

SECTION 2. TYPE OF CONTRACT. This contract shall be a unit price contract based on vehicle hours of service and compensation thereunder shall be in accordance with **Section 7, COMPENSATION.**

SECTION 3. PROJECT IMPLEMENTATION. The Service Provider agrees to undertake and complete the Project either directly or indirectly under the supervision of the County in accordance with the terms and conditions of this Contract and as described in the Request for Proposals which shall be incorporated herein and made a part hereof by reference. The County shall supply fuel for all WCTS vehicles.

SECTION 4. PROJECT DURATION. The Service Provider shall commence and carry on the

Project beginning January 1, 2024 and ending December 31, 2024, with renewal options for four (4) additional one year periods, upon mutual agreement of Service Provider and County, as authorized by ODOT and FTA and in accordance with the standards and guidelines established by the County. Hourly rates for the 4th and 5th years of the contract will be indexed to the annual "All Items" Consumer Price Index (CPI) for "Cincinnati-Hamilton, OH-KY-IN" as calculated by the Bureau of Labor Statistics" for the previous calendar year. **Under no circumstances shall the hourly rate increase for any single year exceed three (3) percent over the previous year's hourly rate.**

SECTION 5. LEVEL OF FUNDING. The Service Provider shall provide services under this contract for costs, in accordance with the Services Provider's budget, incorporated herewith by reference, in an amount not to exceed \$980,000 for gross operations, administrative costs and reasonable profit to the Service Provider as set forth in the cost summary. This project is funded with federal, state and local funds. The not to exceed amount may be exceeded with prior written approval of County. Service Provider shall not be required to provide service if no funding is available.

It is understood that funding provided to the Service Provider by the County is contingent upon a sufficient level of funding being available to the County through FTA and ODOT. Should, at any time, sufficient Federal and/or State funds not be available to the County for the operations of urban public transportation services, the County may suspend or terminate the Project and cancel this contract as stipulated in Section 28 TERMINATION. In the event the Agreement is terminated by County, Service Provider shall be paid for services provided through the date of termination.

SECTION 6. ELIGIBLE PROJECT EXPENDITURES. Project expenditures eligible for payment under this Contract are only for those expenditures which are eligible Urban Transit expenses and are further identified in the Project budget.

OMB Circular A-87 shall be used as guidance in establishing cost principals applicable to this contract.

SECTION 7. COMPENSATION. The Service Provider shall submit properly documented invoices, not more than once a month based on vehicle hours of service. From January 1, 2024 through March 31, 2024, the vehicle hourly rate shall be \$49.30, not to exceed 8,000 vehicle hours during that period. From April 1, 2024 through December 31, 2024, the vehicle hourly rate shall be an amount not to exceed \$40.00, not to exceed 24,000 vehicle hours during that period. After reviewing and verifying invoices, the County will process said invoices and remit payment within thirty (30) days, contingent on the availability of federal, state and/or local funds. Service Provider may cease to provide services under this Agreement should County fail to compensate Service Provider for services rendered. The provisions of the preceding paragraph shall apply to compensation owed to Service Provider.

A "Vehicle Hour" is defined as, "from the time the vehicle picks up the first passenger until the time the vehicle drops off their last passenger, excluding any scheduled lunch breaks".

PAYMENT TERMS. County shall pay Service Provider within 30 days of receipt of Service Provider's invoice.

DISPUTED INVOICES. In the event County disputes any portion of Service Provider's invoice, County shall notify Service Provider in writing within fourteen (14) days of receipt of Service Provider's invoice. County shall pay the undisputed portion of the invoice within thirty (30) days of

receipt of Service Provider's invoice.

DISPUTE RESOLUTION. Service Provider and County shall meet within fourteen (14) days of Service Provider's receipt of County's notice of a disputed invoice to negotiate a resolution to the dispute. In the event Service Provider and County cannot resolve the dispute through negotiation, the dispute will be resolved in accordance with Section 31 (below).

SECTION 8. TRANSIT REVENUE. The revenue generated from WCTS shall be considered the property of the Warren County Board of Commissioners. A revenue transfer arrangement shall be coordinated with the County and approved by ODOT prior to implementation. Daily summary sheets for the previous week shall be provided to the County by the end of the first business day of the following week.

The service provider shall repay Farebox receipts lost or stolen while in the possession of the service provider to the Warren County Board of Commissioners.

SECTION 9. ACCOUNTING RECORDS. The Service Provider shall establish and maintain in accordance with requirements and established by the County, ODOT, and FTA, separate accounts for the Project either independently or within its existing accounting system to be known as the Project Account.

All cost charged to the Project, including any approved services contributed by the Service Provider, or others, shall be supported by properly executed payroll, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of the charges in accordance with the rules and regulations of the County, ODOT and FTA.

All checks, invoices, vouchers, orders or other accounting documents in whole or in part to the extent feasible, kept separate and apart from all other such documents.

All accounting records shall be retained for three (3) years following payment of the final voucher or completion of audit whichever is later.

SECTION 10. FINANCIAL STATEMENT. The Service Provider shall submit to the County as such times as it may require, such confidential financial statements, records, and other fiscal documents as may be deemed necessary by the county, ODOT or FTA. The County at all times shall maintain the confidentiality of said documents subject to O.R.C. 149.43 et seq. and other applicable law. Upon completion of the contract for services, but subject to the County's Retention schedule and to the resolution of any pending audits or litigation, the County shall return any and all confidential financial statements, records, and other fiscal documents provided to the County by the Service Provider.

SECTION 11. AUDIT AND INSPECTION. The Service Provider shall permit the County, ODOT, and FTA or their agents to inspect all vehicles, facilities and equipment purchased by the County, including those obtained through the Project, all transportation services rendered by the Service Provider by the use of such vehicles, facilities and equipment, and all relevant Project data and records. The Service Provider shall also permit the County, ODOT, and FTA or their agents to audit the books, records, and accounts of the Service Provider pertaining to the Project. An annual audit shall be conducted.

The Service Provider agrees the County shall be permitted to inspect all work, materials, payrolls and other data and records with regard to the Project, and to audit the books, records, and accounts with regard to the Project. The Service Provider further agrees to allow the County to participate in the management of the Project, including but not limited to the hiring and appointment of Project personnel. Notwithstanding the participation of the County, the Service Provider shall make the ultimate determination in all management decisions, including the hiring and appointment of Project personnel.

Any overpayment to the Service Provider as may be determined by the audit must be refunded to the County.

SECTION 12. USE OF COUNTY'S EQUIPMENT AND FACILITIES. Vehicles, equipment Or facilities owned by the County will be used by the Service Provider only for the implementation of the Project and will be maintained at a high level of safety, cleanliness and mechanical soundness. The Service Provider shall permit the County to inspect all vehicles, equipment, and facilities for the Project. A list of vehicles and equipment is included as an attachment.

Should County be unable to replace its fixed assets after the end of their useful lives, County and Service Provider shall meet and agree on any additional repair costs incurred by Service Provider to maintain County's fixed assets beyond their useful lives.

The Service Provider shall assist the County in developing specifications and in the evaluation of procurements for capital purchases.

SECTION 13. REQUIRED INSURANCE COVERAGE.

Service Provider shall support the defense and indemnification provisions outlined in Section 14 of this Agreement by obtaining and maintaining insurance as follows:

The Service Provider shall maintain comprehensive & collision physical damage and auto liability insurance on all vehicles. Comprehensive & Collision physical damage insurance shall be maintained upon project equipment in an amount no less than the actual cash value or cost of repair, whichever is less. Auto Liability and General Liability insurance shall protect the U.S. Department of Transportation, the Ohio Department of Transportation, and Warren County from claims for damages to property and bodily injury including death, which may arise from or in connection with operation of the project equipment by the Service Provider or anyone directly or indirectly associated with the Service Provider.

The amount of the liability guaranteed by said policy shall be not less than \$1,000,000.00 for damages for any one incident and not less than \$2,000,000.00 in the aggregate.

Said policy shall name the Warren County Board of Commissioners as an "additional insured".

A certificate evidencing such coverage shall be supplied to the Board of Commissioners prior to the effective date of the contract. Any deductible on such policies will be paid by the Service Provider. Deductibles and self-insured 52 retainers, if any, will be identified in writing by the Service Provider. Warren County will be named as additional insured on all liability policies.

All accidents and incidents must be reported to the Grants Coordinator immediately but no later than

the next business day.

In addition to the above listed amounts the Service Provider shall provide proof of an Umbrella policy covering the General Liability and Auto Liability on the Underlying Coverage with a limit of \$9,000,000.00, resulting in a total of \$10M limit.

Each insurance policy will contain the following clause: "It is agreed that these policies will not be canceled nor the coverage reduced until thirty (30) days after Warren County has been notified in writing of such changes, reductions or cancellations." The Service Provider will provide proof of insurance coverage no later than ten (10) days prior to commencing service.

Upon assignment to Valley Transit, the new entity shall adhere to the same requirements set forth in this contract.

SECTION 14. INDEMNIFICATION. The Service Provider agrees to protect, defend, indemnify and hold harmless Warren County, its officers, employees and agents against any and all charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character in connection with or arising directly or indirectly out of this contract and/or performance hereof and resulting from the negligence or intentional misconduct of Service Provider.

The Service Provider further agrees to investigate, handle, respond to, and defend any and all such claims and to absorb all associated costs, even if such claims are groundless, false or fraudulent.

Upon assignment to Valley Transit, the new entity shall adhere to the same requirements set forth in this contract.

SECTION 15. ENVIRONMENTAL VIOLATIONS. The Service Provider agrees to comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 USC 18579h), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738 and Environmental Protection Agency regulations (40 CFR Part 15) which prohibits the use under nonexempt Federal contracts, grants, loans of facilities included on the EPA list for Violating Facilities. The Service Provider shall report violations to the County, ODOT, FTA, and the US EPA Assistant Administrator for enforcement.

SECTION 16. ENERGY CONSERVATION. The Service Provider shall recognize 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 (42 USC 6321 et. seq.).

SECTION 17. CONSULTANT CONTRACTS. Contracts for consultant services must be submitted by the Service Provider to the County for review and prior approval by the County, ODOT, and FTA. If the Service Provider is approved pursuant to Section 18 of this Agreement to subcontract a portion of the contract, the Service Provider shall certify to the County that the Service Provider has taken appropriate steps to ensure compliance with EEO, Title VI and DBE as further detailed in Sections 18, 20, and 21 of this contract.

SECTION 18. ASSIGNABILITY. The Service Provider shall not assign, transfer, convey or subcontract in whole or in part, sublet or otherwise dispose of the Contract without the expressed prior written consent of the County and such written consent shall not release the Service Provider from any obligations of this Contract.

The County and Service Provider agree that Valley Transport, shall assign the entire contract to Valley Transit on or before March 31, 2024.

SECTION 19. OUTSIDE CONTRACT SERVICES. All contracts for outside services must be of a sufficient amount to totally cover the expenses incurred under said contract, and must be submitted to the County for review and approval prior to execution.

SECTION 20. PROJECT MONITORING AND EVALUATION DATA. The Service Provider shall provide all data required for monitoring and evaluation of the Project requested by the County, ODOT, and FTA. The Service Provider shall provide operating data, including but not limited to, ridership, vehicle hours of service, operation costs and revenues to the County for submission to ODOT as periodically required.

SECTION 21. CHANGES IN PROJECT SCOPE OR BUDGET. Any change to the Project's scope of service or budget as described in the County's Project file with, and approved by, ODOT, and FTA must receive prior approval from the County, ODOT, and FTA before changes can become effective. Failure to obtain prior approval of such changes may result in ineligibility of certain costs for reimbursement. Changes to this Agreement shall be effective only upon written agreement between the parties.

SECTION 22. PERSONNEL. The Service Provider and its employees, agents, representatives and all others working in concert with the Service Provider shall not be considered to be employees of Warren County. Rather, Service Provider and the County shall be considered independent contractors. Nothing in this Agreement shall be construed to create an agency relationship, an employer-employee relationship, a joint venture relationship, or any other relationship allowing the County to exercise control or direction over the manner or methods by which the Service Provider, its employees, agents, or subcontractors perform hereunder, or Service Provider to exercise control or discretion over the manner or methods by which the County and its employees, agents, or subcontractors perform hereunder, other than as provided in this Agreement.

The Service Provider shall be solely responsible for the provision of staffing and the satisfactory work performance of its employees. The Service Provider shall, at a minimum, provide the staffing and standards of performance as described in the "Minimum Service Provider Staffing Requirements," attached hereto as Exhibit A to this Agreement, or any reasonable performance standard established by Warren County, and will be solely responsible for payment of all employees' and/or subcontractor's wages and benefits. Any reasonable performance standard other than what is described in the RFP shall be provided in writing to the Provider at least thirty (30) days prior to the implementation of that performance standard. The Service Provider will comply with the requirements of employee liability, workers' compensation, unemployment insurance, Immigration Status, and social security. The Service Provider will notify the Warren County Office of Grants Administration within twenty-four hours of the removal or reassignment of the Project Director or Operations Manager.

SECTION 23. LABOR PROTECTION. During the performance of this Contract, the Service

provider agrees to comply with the following:

Labor Provisions

- (1) **Overtime Requirements:** No Service Provider shall require or permit any laborer or mechanic to work in excess of eight hours in any calendar day or in excess of forty hours in any work week unless such laborer or mechanic receives compensation at a rate not less than one and one-half times his or her rate of pay for all hours worked in excess of eight hours in any calendar day or in excess of forty hours in such work weeks.
- (2) **Violation: Liability for Unpaid Wages, Liquidated Damages:** In the event of any violation, of the clause set forth in subparagraph (b) (1) of 29 CFR Section 5.5, the Service Provider responsible therefore shall be liable for the unpaid wages. In addition, the Service Provider shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchman and guards, employed in violation of the clause set forth in subparagraph (b) (1) of 29 CFR Section 5.5 in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of eight hours or in excess of the standard work week of forty hours without payment of the overtime wages required by the clause set forth in subparagraph (b) (1) of 29 CFR Section 5.5
- (3) **Withholding for unpaid wages and Liquidated Damages:** US DOT or ODOT shall upon its own action or upon written request of an authorized representative of the Department of Labor withheld or cause to be withheld, from any monies payable on account of work performed by the Service Provider under this Contractor any other Federal contract with the same Service Provider, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the Service Provider, such sums as may be determined to be necessary to satisfy any liabilities of such Service Provider for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (b) (2) of 29 CFR Section 5.5.
- (4) **Non-construction Grants:** The Service Provider shall maintain payrolls and basic payroll records during the course of the work and shall preserve for a period of three years from the completion of this Contract for all laborers and mechanics, including guards and watchman, working on the Project. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made and actual wages paid. Further, the Service Provider shall insert in any subcontract a clause providing the records to be maintained under this paragraph shall be made available by the subcontractor for inspection, copying, or transcript by authorized representatives of US DOT and the Department of Labor. The Service Provider shall permit such representatives to interview employees during working hours.
- 5) **Subcontracts:** The Service Provider shall insert in any subcontracts the clauses set forth in subparagraphs (1) through (5) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Service Provider shall be responsible for compliance by any lower tier subcontractor with the clauses set forth in subparagraphs (1) through (5) of this section.

SECTION 24. EQUAL EMPLOYMENT OPPORTUNITY. In connection with the

execution of this contract, the Service Provider shall not discriminate against any employee or applicant for employment or use of the transportation service provided because of race, religion, color, sex, age, or national origin. The Service Provider shall take affirmative action to ensure the applicants are employed and that employees are treated during their employment, without regard to their race, religion, color, sex, age, or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment, or advertising, layoff or termination, and selection for training including apprenticeship.

The Service Provider shall document such affirmative action efforts by providing the County with data relating to the sex, race, age, and classification of each employee of the Service Provider's organization.

SECTION 25. COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT. The Provider must comply with the Americans with Disabilities Act. The Service Provider agrees that as a condition to this Contract that no otherwise qualified disabled person shall, solely by reason of his/her disability, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under this program or activity that receives or benefits from Federal financial assistance administered by the County through funding by ODOT and FTA.

Service Provider shall not be responsible for any violations of the complimentary paratransit provision of the Americans with Disabilities Act or its regulations for service denials in the event County does not authorize the number of revenue hours required to provide all the trip demand. Service Provider shall not be required to provide service without compensation. County shall be solely responsible for adopting operating policies which are in compliance with the ADA.

SECTION 26. MINORITY AND DISADVANTAGED BUSINESS ENTERPRISES:

(1) Policy. It is the policy of US DOT that disadvantaged business enterprises as defined in 49 CFR Part 23 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds. Consequently, the DBE requirements of 49 CFR Part 23 apply to this contract.

(2) DBE Obligation. The County and its Service Providers agree to ensure that disadvantaged business enterprises as defined in 49 CFR Part 23 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds provided under this contract. In this regard the County and Service Providers shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts.

The Service Provider shall not exclude DBEs from participation in business opportunities by entering into long-term, exclusive agreements with non-DBEs for operation of major transportation-related activities or for the provision of goods and services for the Project.

SECTION 27. CIVIL RIGHTS ACT OF 1964 (TITLE VI). The Service Provider will comply with all requirements imposed by Title VI of the Civil Rights Act of 1964 (78 Stat. 252), The Regulation of DOT-issued thereunder (CFR Title 49, Subtitle A, Part 21), and the requirements as identified in the attached Appendix A.

SECTION 28. DRUG-FREE WORKPLACE ACT. The Service Provider will be required to implement a drug and alcohol testing program for all safety-sensitive personnel, per 49 CFR Part 655 and Part 40, by January 1, 2002. The Service Provider will also be required to comply with the

Drug-Free Workplace Act of 1988 as amended.

SECTION 29. TERMINATION. The County may, by written notice to the Service Provider, terminate the Project and cancel this contract for any of the following reasons:

- (1) ODOT notifies the County of the termination of this Project without cause.
- (2) The Service Provider discontinues providing urban public transportation services as described in the Application approved by ODOT and FTA or in approved modifications, thereto.
- (3) The Service Provider takes any action pertaining to this Contract without the approval of the County and which under the procedures of this contract would have required the approval of the County.
- (4) The commencement, prosecution or timely completion of the Project by the Service Provider if for any reason, rendered improbable, impossible, or illegal.
- (5) The Service Provider shall be in default under any provision of this contract which default remains uncured following thirty (30) days written notice of default (See Section 33, below).
- (6) Sufficient Federal and/or State funding is not made available to the County for the operation of urban public transportation services.

In the event the Agreement is terminated by County, except for default of Service Provider, Service Provider shall be paid for services provided through the date of termination.

SECTION 30. CONTRACT CHANGES. Any proposed change in this contract shall be agreed upon by the County and Service Provider and must not alter the agreement between the County and ODOT. Any change that would alter the County's contract with ODOT must receive approval from ODOT prior approving said change

In the event of any change in Federal, State or Local law, rule or ordinance which has the effect of increasing or decreasing Service Providers' operating costs, Service Provider and County shall meet to discuss the impact of these costs and may, subject to the approval of County and Service Provider, negotiate adjustments to Service Providers' rates as specified herein. Should the County and Service Provider be unable to reach an agreement to increase Service Provider's rate to offset the increased costs, Service Provider may terminate this Agreement. The County acknowledges that Service Providers' termination due to inability to recover additional costs imposed is reasonable.

SECTION 31. SEVERABILITY. In the event any provision of the contract is declared to be unlawful, invalid or unconstitutional, such declaration shall not affect, in any manner, the legality of the remaining provision of the contract and each provision of the contract will be and is deemed to be separate and severable from each other provision.

SECTION 32. DISPUTE. Any dispute concerning a question of fact in connection with the work not disposed of by agreement between the County and the Service Provider shall be referred to the Director of ODOT whose decision shall be final, unless the County or Service Provider thereafter seeks resolution in a Court of Law.

The Service Provider is responsible for maintaining the Project facilities, equipment, and vehicles and will abide by the standard Federal and State assurances as agreed to by the County in its contract with ODOT and incorporated herein by reference.

SECTION 33. DEFAULT. Neglect or failure of the Service Providers to comply with any of the terms, provisions or conditions of this contract or failure of any representation made to the County, ODOT, or FTA in connection with this Contract by the Service Provider shall be an event of default. Service Provider may correct its default or make substantial progress, as determined by the County, to correct the default within 30 days of receipt of written notice of default. County may take any action, as authorized by this Agreement, should Service Provider fail to address the default.

SECTION 34. FLEET FUEL PROVISIONS

It shall be agreed by both parties that said fuel shall only be used for WCTS vehicles for official WCTS business. The Service Provider shall be responsible for the costs of any unauthorized purchases by any of their employees through this system.

The Service Provider shall also be responsible for any fuel cards or any other materials supplied by the third party fuel vendor to the Service Provider. The Service Provider shall also be responsible for the cost of any lost, stolen, or replacement fuel cards.

The Service Provider shall notify the County immediately of the change of status of any employee of the Service Provider authorized to purchase fuel for WCTS vehicles. Any costs associated with the failure of the Service Provider to notify the County immediately shall be borne by the Service Provider.

SECTION 35. FEDERAL REQUIREMENTS

The Service Provider shall be required to comply with all of the FTA Master Agreement referenced in Appendix B. The Service Provider shall also comply with any and all additional regulations, requirements, etc. that may be required as part of the Urban Transit Program.

SECTION 36. FORCE MAJEURE

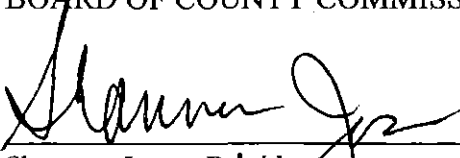
Either party shall be excused from performing its obligations under this Agreement during the time and to the extent that it is prevented from performing by a cause beyond its control, including, but not limited to: any incidence of fire, flood, or strike; acts of God; acts of the Government; war or civil disorder, violence or the threat thereof, severe weather; commandeering of material, products, plants, or facilities by the federal, state, or local government; national fuel shortage.

IN WITNESS WHEREOF, this CONTRACT is effective upon execution provided that the Warren County Board of Commissioners and the Service Provider sign below.

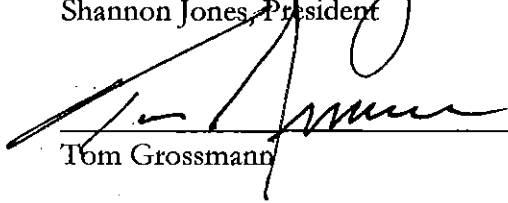
ATTEST:

BOARD OF COUNTY COMMISSIONERS

Tina Osborne, Clerk



Shannon Jones, President




Tom Grossmann

David Young

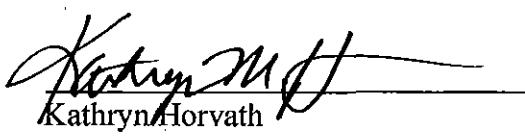
ATTEST:

VALLEY TRANSPORT LLC



Name, Printed: ANIRUDH MOHAN, CEO

Approved as to form:



Kathryn Horvath

Assistant County Prosecutor

OHIO 'STATUTORY SHORT FORM OF ACKNOWLEDGMENT' – INDIVIDUAL
§147-55(A)

State of Ohio
County of Hamilton } ss.



The foregoing Instrument was acknowledged
before me this 11/30/23 by _____
Date

Anirudh Mohan
Name of Person Acknowledging

[Signature]
Signature of Person Taking Acknowledgment

Notary Public
Title or Rank

Affix Seal Here

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Contract for transportation Services

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____


Request for Proposal for
Operation of Warren County Transit Service
Addendum #1
8/16/2023

Proposers who submit insurance coverage proposals different from those contained in the RFP requirements will not be disqualified from submitting a proposal. The county will take into consideration insurance when scoring the proposals and negotiating with proposers.

Addendum No. 1 shall be signed and included with the submission of the proposal. Please sign below and enter the date you received this addendum.

Anirudh Mohan

Name, printed



Signature

Valley Transport LLC

Company

08/21/2023

Date

AGENCY CUSTOMER ID: 8998

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY Love Insurance Agency		NAMED INSURED Valley Transport LLC 4428 North Dixie Drive Dayton, OH 45414
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: _____ FORM TITLE: _____

(This area is intentionally left blank for additional remarks.)

NON-COLLUSION AFFIDAVIT

STATE OF Ohio
COUNTY OF Montgomery

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

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

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

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

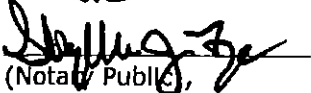
No companies, clients or contractors, INCLUDING ANY MEMBER OF THE WARREN COUNTY BOARD OF COMMISSIONERS have been solicited to propose a fake contract, bid or proposal for comparative purposes.

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

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


AFFIANT

Subscribed and sworn to before me this 1 day of Sept
20 23


(Notary Public),



SKYLLA J FRYE
Notary Public
State of Ohio
My Comm. Expires
July 6, 2027

Montgomery County.

My commission expires 6 July 20 27

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

Resolution

Number 23-1666

Adopted Date December 12, 2023

**ENTER INTO CONTRACT WITH KT HOLDEN CONSTRUCTION LLC FOR THE
SOCIALVILLE TRANSMISSION WATER MAIN – CONTRACT 3 PROJECT**

WHEREAS, pursuant to Resolution #23-1557 dated November 21, 2023, this Board approved a Notice of Intent to Award Bid for the Socialville Transmission Water Main- Contract 3 Project to KT Holden Construction LLC, for a total bid price of \$2,685,311.70; and

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


NOW THEREFORE BE IT RESOLVED, to enter into contract with KT Holden Construction LLC, 2300 Lebanon Road, Lebanon, Ohio 45036, for a total bid price of \$2,685,311.70; as attached hereto and made a part hereof.

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

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

Resolution adopted this 12th day of December 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

LL/

cc: c/a— KT Holden Construction, LLC
Engineer (file)
OMB Bid file

**SECTION 00 60 10
CONTRACT**

THIS AGREEMENT, made this 12 day of December, 2021, with the Warren County Board of Commissioners, 406 Justice Drive, Lebanon, Ohio, hereinafter called "Owner" and **KT Holden Construction, LLC, 2300 Lebanon, Ohio 45036**, doing businesses as (an individual, partner, a corporation) hereinafter called "Contractor."

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

SOCIALVILLE TRANSMISSION MAIN – CONTRACT 3

hereinafter called the project, for the sum of \$ **2,685,311.70 (Two Million, Six Hundred Eighty-Five Thousand, Three Hundred Eleven Dollars and Seventy Cents)**, and all work in connection therewith, under the terms as stated in the General Conditions and Supplemental Conditions of the Contract; and as his (its or their) own proper cost and expense furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in Contract Documents. "Contract Documents" means and includes the following:

- Addendum
- Division 00 – Contract Requirements
- Division 01 to 48 – Technical Specifications
- General Conditions
- Supplemental Conditions
- Any and All Bid Documents
- Construction Drawings

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

<u>Substantial Completion:</u>	May 1, 2024
<u>Final Completion:</u>	June 1, 2024

Any delays in substantial completion of the work that are within the control of the Contractor, their Subcontractor, or Supplier shall be subject to liquidated damages in the sum of \$200.00 for each consecutive calendar day that the project extends beyond the substantial completion deadline.

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

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

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

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

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

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

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

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

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

WARREN COUNTY BOARD OF COMMISSIONERS

(Owner)
Shannon Jones
Shannon Jones, President

(Seal)

ATTEST:

KT Holden Construction, LLC

Josh Phungil

By: Katie M
Name
President
Title

Approved as to Form:

Adriana 12/27/23
Assistant Prosecutor

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

Resolution

Number 23-1667

Adopted Date December 12, 2023

**AWARD BID TO BRENNTAG MID-SOUTH INC. FOR THE 2024 WATER TREATMENT
CHEMICALS PROJECT**

WHEREAS, bids were closed at 9:15 a.m., on December 6, 2023, and the bids received were opened and read aloud for the 2024 Water Treatment Chemicals Project, and the results are on file in the Commissioners' Office; and

WHEREAS, upon review of such bids by Michael Zeiher, Business Manager, Brenntag Mid-South Inc. has been determined to be the lowest and best bidder; and

NOW THEREFORE BE IT RESOLVED, upon recommendation of the Warren County Water and Sewer Department, that it is the intent of this Board to award the bid to Brenntag Mid-South Inc., 324 East Yusen Drive, Georgetown, KY 40324 for a bid price of \$2.39 per gallon of Sodium Hypochlorite, \$.1179 per pound of Sodium Hydroxide, \$.399 per pound of Hydrofluorosilicic Acid, and \$.265 per pound of Sodium Bisulfite.

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

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

Resolution adopted this 12th day of December 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a- Brenntag Mid-South Inc.
Water/Sewer (file)
OMB Bid file

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

Resolution

Number 23-1668

Adopted Date December 12, 2023

APPROVE EMERGENCY REPAIR OF PTP820G NETWORKING PIECE OF THE
MICROWAVE SYSTEM AT ZOAR TOWER

WHEREAS, Mobilcomm will repair the networking piece of the microwave system at Zoar
Tower site for the Zoar to Hatfield link; and

NOW THEREFORE BE IT RESOLVED, to authorize the factory repair of the PTP820G
networking piece of the microwave system at Zoar Tower; and

BE IT FURTHER RESOLVED, to approve Requisition #233564 in the amount of \$1500.00 for
the repair of the PTP820G Networking piece of the microwave system at Zoar Tower from
Mobilcomm.

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

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

Resolution adopted this 12th day of December 2023.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor
Telecom (file)

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

Resolution

Number 23-1669

Adopted Date December 12, 2023

ENTER INTO LEASE AGREEMENT WITH THE WARREN COUNTY SOIL AND WATER
CONSERVATION DISTRICT

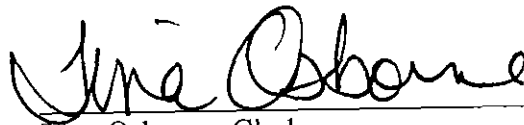
BE IT RESOLVED, to enter into a lease agreement with the Warren County Soil and Water
Conservation District for adult education in the Old Courthouse; as attached hereto and made a
part hereof.

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

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

Resolution adopted this 12th day of December 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—Warren County Soil and Water Conservation District
Commissioners' file
S. Spencer

OFFICE SPACE LEASE AGREEMENT

THIS AGREEMENT made and entered into on this 12 day of ~~December~~ 2023, by and between the Warren County Board of County Commissioners, whose mailing address is 406 Justice Drive, Lebanon, Ohio 45036 ("Lessor") and The Warren County Soil & Water Conservation District, whose mailing address is 320 East Silver Street, Lebanon, Ohio (Lessee), for the use of office space in the daily administration.

The terms and obligations of this agreement shall be as follows:

- 1) Pursuant to Ohio Revised Code § 307.09, Lessor hereby leases and rents to the Lessee a portion of the premises located as 320 East Silver Street, Lebanon, Ohio 45036, consisting of approximately 2,100 square feet (previously occupied and identified as the Treasurer's Office Area), for the period of January 1, 2024, to December 31, 2024.
- 2) Pursuant to Ohio Revised Code § 1515.08 (H), Lessee hereby leases and rents from the Lessor a portion of the premises located as 320 East Silver Street, Lebanon, Ohio 45036, consisting of approximately 2,100 square feet (previously occupied and identified as the Treasurer's Office Area), for the period of January 1, 2024, to December 31, 2024.
- 3) Lessee shall pay as rent for the premises located at 320 East Silver Street, Lebanon, Ohio, 45036 an annual rent of \$8,697.48, payable at \$724.79 monthly.
- 4) Lessee shall have exclusive use of the premises as described and for purposes stated above, in its present condition, reasonable wear and tear excepted. Lessee shall also be entitled to use the parking lot facility on a first come first serve basis, and in the event no parking spaces should be available which may occur from time to time, this occurrence or occurrences shall not be a breach of this agreement.
- 5) Lessor shall provide to the premises at no additional charge to the Lessee all property insurance, all utilities, except telephone, and maintenance and janitorial services as required.
- 6) Premises shall not be sublet or assigned to any other entity without prior written consent of either party.
- 7) No material or structural alterations of the premises shall be made without prior approval of either party, except those made at the direction of the Lessor for maintenance and/or safety purposes.
- 8) In the event of any breach of this agreement, either party hereto shall have right to terminate this lease in accordance with state law and the Lessor will have the right to re-enter and claim possession of the premises, in addition to such other remedies available to the Lessor, as the property owners, arising from said breach.

9) This agreement shall be binding and inure to the benefit of the parties, their successors, assigns and personal representatives.

10) Lessor's Execution:

IN EXECUTION WHEREOF, the Warren County Board of County Commissioners has caused this agreement to be executed by its President, on the date stated below, pursuant to Resolution No. 1669 dated 12.12.23

LESSOR:

WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS

SIGNATURE: [Signature]
PRINTED NAME: Shannon Jones
TITLE: President
DATE: 12-12-23

11) Lessee's Execution:

IN EXECUTION WHEREOF, the Warren County Soil & Water Conservation District has caused this agreement to be executed by Molly Conley, whose title is Director, on the date stated below, pursuant to the authority granted by WCSWCD Board

LESSEE:

WARREN COUNTY SOIL & WATER
CONSERVATION DISTRICT

SIGNATURE: [Signature]
PRINTED NAME: Molly M. Conley
TITLE: Director
DATE: 12/4/23

APPROVED AS TO FORM:

[Signature] 11/20/23
By: Asst. Prosecutor
Adam M. Nica

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

Resolution

Number 23-1670

Adopted Date December 12, 2023

ENTER INTO LEASE AGREEMENT WITH THE WARREN COUNTY CAREER CENTER

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

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

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

Resolution adopted this 12th day of December 2023.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

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

LEASE AGREEMENT

THIS AGREEMENT made and entered into on this 12 day of December, 2023, by and between the Warren County Board of Commissioners, 406 Justice Drive, Lebanon, Ohio 45036, hereinafter referred to as "Lessor" and the Warren County Career Center, 3525 N. State Route 48, Lebanon, Ohio 45036, hereinafter referred to as "Lessee."

WITNESSETH

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

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

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

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

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

I. Leased Premises

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

II. Term

The term of this lease shall be for the period of time commencing on January 1, 2024 and ending on the 31st day of December 2024.

III. Rent

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

DEC 12 2023 RCWD

REC'D 12/12/23 08:00:00

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

IV. Covenants of the Lessee

The Lessee agrees as follows:

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

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

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

V. Covenants of the Lessor

The Lessor agrees as follows:

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

VI. Condition and Improvements to the Premises

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

VII. Option to Renew

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

VIII. Termination

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

IX. Notices

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

:

Notices to Warren County:

Clerk of Commissioners
Warren County Board of Commissioners
406 Justice Drive
Lebanon, Ohio 45036

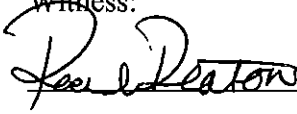
Notices to Warren County Career Center

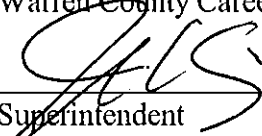
Superintendent
Warren County Career Center
3535 N. State Route 48
Lebanon, Ohio 45036

X. Binding Effect

This lease agreement shall be binding upon the successors and assigns of the parties hereto. This lease represents the entire agreement of the parties and any and all prior agreements or oral representations regarding the subject matter of this lease agreement are of no force or effect.

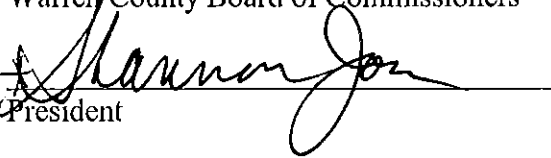
IN WITNESS WHEREOF, Superintendent Warren County Career Center and President Warren County Board of Commissioners have hereunto set their hands the date aforementioned above.

Witness:


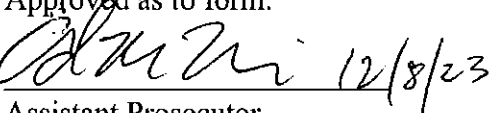
Warren County Career Center


Superintendent

Witness:

Warren County Board of Commissioners


President

Approved as to form:


Assistant Prosecutor

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

Resolution

Number 23-1671

Adopted Date December 12, 2023

ENTER INTO AGREEMENT WITH THE CITY OF MASON, OHIO REGARDING
REIMBURSEMENT FOR PUBLIC DEFENDER EXPENDITURES FOR 2024

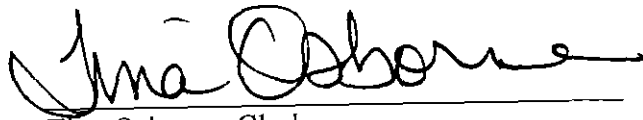
BE IT RESOLVED, to enter into an agreement with the City of Mason, Ohio for reimbursement
for 2024 public defender services, said agreement is attached hereto and made apart hereof.

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

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

Resolution adopted this 12th day of December 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—City of Mason
City of Mason – Zach Zoz (file)
Ohio Public Defender Office
Commissioner's File
Auditor – D. Gray
OMB

**AGREEMENT FOR INDIGENT DEFENSE SERVICES
IN MASON MUNICIPAL COURT
(ASSIGNED COUNSEL)**

This Agreement is entered into by and between the Warren County Board of County Commissioners, with a mailing address of 406 Justice Drive, Lebanon, Ohio 45036, (hereinafter referred to as the "COUNTY"), and the City of Mason, Ohio, with a mailing address of 6000 Mason-Montgomery Road, Mason, Ohio 45040, (hereinafter referred to as the "CITY").

WHEREAS, the CITY recognizes its responsibility under the laws of the State of Ohio and of the United States of America to provide legal counsel to indigent persons charged with a violation of a CITY Ordinance for which the penalty or any possible adjudication includes the potential loss of liberty, and

WHEREAS, the COUNTY, in furtherance of the execution of its legal responsibilities, desires that said legal services be delivered to COUNTY's indigent citizens and others so situated, and

WHEREAS, the CITY of Mason Municipal Court maintains a list of Public Defenders who are willing to provide the aforesaid legal services to the COUNTY's indigent citizens and others so situated, and

WHEREAS, the County Commissioners pursuant to Ohio Revised Code section 120.33 may enter into a contract with a municipal corporation under which the municipal corporation shall reimburse the COUNTY for counsel appointed to represent indigent persons charged with a violation of an ordinance of the municipal corporation, and

WHEREAS, these contracts must contain terms in conformance with Ohio Administrative Code 120-1-09 and the parties must follow the Ohio Public Defender Commission standards and guidelines and the limits of the County Maximum Fee Schedule for Appointed Counsel in order for the COUNTY to obtain reimbursement for indigent defense costs pursuant to Ohio Revised Code sections 120.33 and 120.35, and pay the CITY its appropriate share, and

WHEREAS, this Agreement has been authorized by the CITY by Res./Ord. Number 2013.95, passed by the Mason CITY Council on November 18, 2013, and by Resolution Number , passed by the Board of Commissioners of Warren COUNTY on December 12, 2023

NOW THEREFORE, the parties do mutually agree to bind themselves as follows:

1. REPRESENTATION

- 1.1 The CITY and COUNTY agree that the judges of the municipal court may assign by journal entry, recorded on the Court Docket, appointed counsel to represent indigent adults and juveniles in Municipal Court on or after the commencement date and during the term of this agreement in which the defendant is indigent and charged with the commission of an offense or act which is a violation of a CITY Ordinance and for which the penalty or any possible adjudication includes the potential loss of liberty.
- 1.2 Indigency shall be determined in accordance with the standards of indigency and other rules and guidelines established by the Ohio Public Defender's Commission and the State Public Defender, pursuant to Ohio Revised Code section 120.33 and Ohio Administrative Code section 120-1-03. In addition to indigency determination, all rules, standards and guidelines issued by the Office of Public Defender and Ohio Public Defender Commission shall be followed.

2. COMPENSATION

- 2.1 Pursuant to Ohio Revised Code section 120.33 and aforesaid resolutions, the COUNTY shall pay all legal fees and expenses to counsel duly appointed by the Municipal Court of Mason, Ohio, to represent indigent persons charged with violations of the ordinances of the CITY of Mason, Ohio.
- 2.2 Payment by the municipality for representation of indigent persons will be by fee schedule, and such payment shall not exceed the fee schedule in effect and adopted by the Board of County Commissioners of Warren County, Ohio.
- 2.3 CITY agrees to deposit funds in advance with the COUNTY in an amount sufficient for the payment of the legal fees and expenses that CITY anticipates incurring during the term of this Agreement.
- 2.4 The COUNTY shall pay over to the CITY any reimbursement received from the Office of the Ohio Public Defender Commission pursuant to Chapter 120 of the Ohio Revised Code for any amounts expended pursuant to this agreement, within thirty (30) days of reconciliation of reimbursements received or at a time mutually agreed upon by the parties.

3. DURATION OF CONTRACT AND TERMINATION

- 3.1 The term of this agreement shall be for one year, January 1, 2024 to December 31, 2024.
- 3.2 If the COUNTY or CITY shall fail to fulfill in a reasonable, timely and proper manner its obligations under this agreement or if either party shall substantially violate any of the covenants, agreements or stipulations of this agreement, then the aggrieved party shall hereupon have the right to terminate this agreement by giving written notice to the other party of such termination and specifying an effective date thereof at least thirty (30) days before the effective date of said termination. Termination by either party shall not constitute a waiver of any other right or remedy it may have in law or in equity for breach of this agreement by the other party.
- 3.3 Written notice shall be considered furnished when it is sent by Certified Mail, return receipt requested, or is hand-delivered.

4. TERMS OF AGREEMENT

- 4.1 As soon as is reasonably practical after a case is finally disposed of by the Mason Municipal Court, the Court shall approve counsel fees in accordance with the standards of indigency, which fees shall not be taxed as part of the costs of the case.
- 4.2 Recognizing that the requests for reimbursements must be received by the State Public Defender within ninety (90) days of the end of the calendar month in which a case is finally disposed of by the Court, the Mason Municipal Court Clerk shall promptly notify the COUNTY of the fees which have been approved.
- 4.3 After approval, the COUNTY Auditor shall thereafter process the fees and expenses approved by the Court in accordance with the procedure set forth in Ohio Revised Code section 120.33.

4.4 There shall be no discrimination against any employee who is employed in the work covered by this agreement or against any application for such employment because of the race, color, religion, sex, age, handicap or national origin. This provision shall apply to, but not be limited to, employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, raises of pay or other forms of compensation, and selection for training, including apprenticeship. The COUNTY shall insert a similar provision in any subcontract for services covered by this agreement.

4.5 No personnel of the parties or member of the governing body of any locality or other public official or employee of any such locality in which, or relating to which, the work under this agreement is being carried out, and who exercises any functions or responsibilities in connection with the review or approval of the understanding or carrying out of any such work shall, prior to the completion of said work voluntarily acquire any personal interest, direct or indirect, which is incompatible or in conflict with the discharge and fulfillment of his or her functions and responsibilities with respect to the carrying out of said work.

5. MODIFICATION

5.1 This contract may not be amended orally.

5.2 This contract may be amended only by written addendum, signed and executed by the parties named herein, or their successors.

IN WITNESS WHEREOF, the parties have hereunto set their hands.

[Signature] 11/28/23 [Signature]
CITY Date COUNTY COMMISSIONER Date

Approved as to form:

[Signature] 11/21/23
Warren County Prosecutor's Office Date
Adam M. Nice

ORDINANCE NO. 2013 - 95

AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH WARREN COUNTY COMMISSIONERS REGARDING MASON MUNICIPAL COURT PUBLIC DEFENDER

WHEREAS, Warren County and the City of Mason recognize their responsibilities under the laws of the State of Ohio and of the United States of America to provide legal counsel to indigent persons charged with a violation of a municipal ordinance for which the penalty or any possible adjudication includes the potential loss of liberty in Mason Municipal Court; and

WHEREAS, the Mason Municipal Court maintains a list of Public Defenders who are willing to provide those needed legal services to the County's indigent citizens; and

WHEREAS, the Ohio Public Defenders Office has requested a cooperative agreement between the City of Mason and Warren County regarding public defender expenditures.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Mason, Ohio, seven members elected thereto concurring:

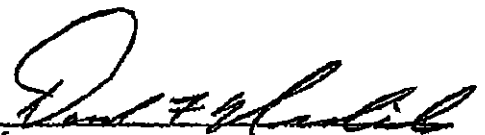
Section 1. That the City Manager is hereby authorized to enter into an agreement substantially in the form of the Agreement attached hereto as Exhibit "A".

Section 2. That the City Manager is hereby authorized to enter into agreements for subsequent years provided that the agreement is substantially in the form of the Agreement attached hereto as Exhibit "A".

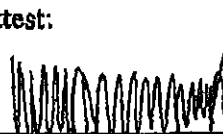
Section 3. That the City Manager is authorized to execute other documents necessary to fulfill the terms of the Agreement.

Section 4. That this ordinance shall go into effect and be in force from and after the earliest period allowed by law.

Passed this 18th day of November, 2013.


Mayor

Attest:


Clerk of Council

Certification

The undersigned, Clerk of Council of the City of Mason, hereby certifies this to be a true and exact copy of Ordinance 2013-95 adopted by the Council of the City of Mason on November 18, 2013.


Clerk of Council

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

Resolution

Number 23-1672

Adopted Date December 12, 2023

APPROVE AND ENTER INTO A MEMORANDUM OF UNDERSTANDING BETWEEN THE WARREN COUNTY BOARD OF COUNTY COMMISSIONERS ON BEHALF OF WARREN COUNTY CHILDREN SERVICES (COUNTY PCSAO) AND PUBLIC CHILDREN SERVICES ASSOCIATION OF OHIO (PCSAO) FOR THE PURPOSE OF THE OHIO START PROGRAM


BE IT RESOLVED, to approve and authorize the Warren County Board of Commissioners to enter into a Memorandum of Understanding on behalf of the Department of Warren County Children Services and Public Children Services Association of Ohio for the purpose of the Ohio START Program; copy of agreement is attached hereto and made a part hereof.

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

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

Resolution adopted this 12th day of December 2023.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

jc/

cc: c/a—Public Children Services Association of Ohio
Children Services (file)



Safe Children, Stable Families, Supportive Communities

Memorandum of Understanding

THIS MEMORANDUM OF UNDERSTANDING (“Agreement”) is made and entered into as of July 1, 2023 (Effective Date), by and between Public Children Services Association of Ohio, a nonprofit corporation organized under the laws of the State of Ohio (“PCSAO”), and Warren CCSB, a governmental entity organized under the laws of Ohio (“County PCSA”). PCSAO and County PCSA are sometimes referred to individually as a Party and collectively as the Parties.

PCSAO is a membership-driven association of Ohio’s county Public Children Services Agencies that advocates for sound public policy, promotes program excellence, and builds public value for safe children, stable families, and supportive communities.

In furtherance of Parties’ respective missions, the Parties wish to work together and collaborate with each other to plan and implement Ohio START (Sobriety, Treatment, and Reducing Trauma) which is an evidence-informed children services-led intervention model that helps public children services agencies (PCSAs) bring together caseworkers, behavioral health providers, and family peer mentors into teams dedicated to helping families struggling with co-occurring child maltreatment and substance use disorder. Specifically, the Parties will work together to implement Ohio START in partnership with the Ohio START Leadership Council.

NOW, THEREFORE, in consideration of the foregoing, the Parties agree as follows:

1. Collaboration. During the Term of this Agreement, the Parties shall work together to implement Ohio START.

2. Oversight and Evaluation.

2.1. Collaboration Oversight. The Parties shall meet regularly throughout the term of the Agreement to provide their expertise and input into the Collaboration, including the implementation and evaluation of Ohio START.

2.2. Operations. In consultation with PCSAO, County PCSA shall be responsible for managing the day-to-day operations of Ohio START. PCSAO shall be responsible for regional and statewide coordination of training, meetings, technical assistance, and consultation.

2.3. Evaluation and Data. The Parties shall regularly evaluate Ohio START for compliance and progress towards anticipated measurable outcomes as set forth in the Ohio START Evaluation Plan attached hereto as Exhibit A. County PCSA will provide and otherwise facilitate reasonable access to data with the evaluation of Ohio START.

PCSAO and County PCSA model fidelity and outcome data and collaboratively measure the impact of shared work. PCSAO and the Ohio START Leadership Council will provide assistance to County PCSAs to build capacity to collect, analyze and report Ohio START data. County PCSA agrees to administer any tools developed by the contracted evaluators for evaluation purposes. County PCSA will enter the below required information into SACWIS, in a timely manner, required information includes but is not limited to the following:

- i. Demographic information for each case member.
- ii. All applicable removal reasons for each child removed.
- iii. All substance use information for each case member. This includes use of substance use assessment tools and drug testing results.
- iv. All placement information.
- v. All case services information. This includes listing Ohio START as a prevention service in the case plan and conducting prevention services eligibility on all Ohio START cases.
- vi. All applicable disposition harm descriptions; and
- vii. All family court hearings pertaining to the family.

County PCSA will enter required information in the Needs Portal in a timely manner, required information includes but is not limited to the following:

- i. Results of the substance use disorder screening assessment.
- ii. Results of the adult and child trauma screening tools.
- iii. Family Peer mentor visit dates and reports.
- iv. Treatment session dates, including date of referral and date of first appointment; and
- v. Any other data required to track model fidelity.

3.7. Decision Making Responsibility. County PCSA acknowledges and affirms that it retains sole control and responsibility for all decisions, recommendations, and endorsements it makes. PCSAO and its contractors make recommendations only and do not promise or guarantee any specific result. PCSAO shall not have any liability, monetary or otherwise, to County PCSA, local Ohio START partners, or any other person or entity for any actions or results that occur related to recommendations to County PCSA by PCSAO.

4. PCSAO Responsibilities.

4.1. Staffing. In addition to ongoing consultation and collaborative support for Ohio START, provided by a lead(s) identified by PCSAO, PCSAO staff shall work with County PCSA to support, implement, and evaluate Ohio START.

4.2. Funding. Ohio START expenditures are reimbursed directly from ODJFS. PCSAO may occasionally assist ODJFS in budget allocations. County PCSA is responsible for adhering to the fiscal policies and procedures as defined by ODFJS along with the terms and conditions of this agreement. County PCSA is responsible for all Ohio START costs not covered by ODJFS. PCSAO shall not have any liability, monetary or otherwise, to County PCSA, local Ohio START partners, or any other person or entity for ODJFS's denial of or insufficient funding to support Ohio START expenses.

4.3. Technical Assistance. PCSAO shall provide or procure technical assistance to support the Ohio START. PCSAO may provide or assist in the coordination of securing training and share identified best practices, resource materials and tools with County PCSA. PCSAO will ensure PCSAs are able to access training and technical assistance on an as needed or required basis.

such Confidential Information; and (b) it will be bound and abide by the confidentiality requirements as provided by applicable statutes, rules, and regulations.

9. Personnel. The Parties acknowledge that access to the Confidential Information of, and interaction with any children, youth or families requires discretion and sensitivity. Each Party represents and warrants that its personnel who have such access or interaction have been screened through appropriate background checks and have no history to suggest that it would be potentially dangerous, harmful, or otherwise inappropriate for such personnel to assume the assigned responsibilities.

10. Nondiscrimination Policy. No person shall be denied benefits or be discriminated against on the grounds of race, color, religion, sex, disability, national origin, citizenship, sexual orientation, marital status, political affiliation, or belief in any Ohio START activity.

11. Intellectual Property.

11.1. Previously or Independently Created Works. The Parties acknowledge that to the extent either Party has created written or otherwise documented work product prior to this Agreement (Works) and contributes Works for use in Ohio START that are subject to intellectual property rights, including copyrights, trademarks, and moral rights (IP Rights), that Party shall hold and retain its IP Rights to those Works, subject to a nonexclusive, perpetual, royalty-free, worldwide and irrevocable license, which is hereby granted, to the other Party to use those Works solely for purposes consistent with and subject to the provisions of this Agreement, including the right to sublicense to third-parties for non-commercial purposes.

11.2. Program Materials. In furtherance of Ohio START, the Parties may produce materials, including but not limited to research instruments, published reports, or papers (Program Materials). Each Party shall have the right to use Program Materials for non-commercial purposes without the consent of or any obligation to pay or account to the other Party.

12. Communication Standards.

12.1. Prior Approval. Prior to publication or other dissemination, PCSAO and County PCSA shall review and approve Program Materials.

12.2. Acknowledgement. County PCSA shall include a statement acknowledging PCSAO, OMHAS and ODJFS as collaborators (Acknowledgement) on all Program Materials, published in any form and/or in any medium (e.g., reports and papers, flyers, programs, promotional materials, media references, websites). Acknowledgement of PCSAO and ODJFS shall prominently appear on Program Materials, wherever other such acknowledgements and credits are provided, in a form substantially similar to the following:

"This [publication/report/project/event] was made possible in collaboration with PCSAO, the Ohio Department of Mental Health and Addiction Services and the Ohio Department of Job and Family Services pursuant to grant number G-2425-06-0098."

12.3. Disclaimer. As requested by PCSAO, County PCSA shall include a disclaimer in a form substantially similar to the following:

"The findings and conclusions presented in this report are those of the author(s) alone, and do not necessarily reflect the opinions of the PCSAO."

permitted assignees.

14.7. No Third-Party Beneficiaries. Nothing in this Agreement, express or implied, is intended to nor shall be construed to confer upon any person or entity, any remedy or claim under or by reason of this Agreement as third-party beneficiaries or otherwise. The terms and conditions of this Agreement are for the sole and exclusive benefit of the Parties to this Agreement.

14.8. Entire Agreement/Modification. This document, including all attachments, contains the entire agreement of the Parties regarding the subject matter described in this Agreement, and all other promises, representations, understandings, arrangements, and prior agreements are merged into and superseded by this Agreement. This Agreement may only be modified by a written agreement of the Parties signed by an authorized representative of each Party.

14.9. No Interpretation against Drafter. The terms and conditions of this Agreement were negotiated by the Parties and any rule that inconsistencies or ambiguities are to be construed against the drafter shall not apply.

14.10. Waiver. The failure by any Party to insist upon strict performance by a party of any provision of this Agreement shall not operate or be construed as a subsequent waiver of that or any other provision by the other Party or parties.

14.11. Severability. If any term, provision, clause, or item of this Agreement is declared to be invalid or unenforceable by any court or administrative body of competent jurisdiction, the term, provision, clause, or item should be reformed (if possible, or severed if not) to give maximum effect to the intentions of the Parties, and the remaining portions of the Agreement shall be enforced to give effect to the Parties' intentions to the maximum extent possible.

14.12. Survival. The conditions, obligations and warranties contained in this Agreement that by their nature or that the Parties intend to survive the completion of the performance of the Agreement, shall survive the expiration or termination of the Agreement.

14.13. Counterparts. For the convenience of the Parties, this Agreement may be executed, delivered, and received in counterpart originals, including by means of facsimile or email transmission, and such counterparts, taken together, shall constitute a single instrument.

THE REST OF THIS AGREEMENT WAS INTENTIONALLY LEFT BLANK.

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

Resolution

Number 23-1673

Adopted Date December 12, 2023

APPROVE AGREEMENTS AND ADDENDUMS WITH VARIOUS PROVIDERS
RELATIVE TO HOME PLACEMENT AND RELATED SERVICES ON BEHALF OF
WARREN COUNTY CHILDREN SERVICES

BE IT RESOLVED, to approve and authorize the Warren County Board of Commissioners to enter into the agreements and addendums with the following providers relative to home placement and related services for calendar year 2023-2024, on behalf of Children Services as attached hereto and made a part hereof:


1. Focus on Youth, Inc.
2. Lutheran Homes Society, Inc. dba Genacross Family & Youth Services

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

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

Resolution adopted this 12th day of December 2023.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: c/a—Focus on Youth, Inc.
c/a—Lutheran Homes Society, Inc. dba Genacross Family & Youth Services
Children Services (file)

Ohio Department of Job and Family Services

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

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

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

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

and

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

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

Collectively the "Parties".

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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 in the State of Ohio or in the state where the Provider of services is located and has all requisite legal power and authority to execute this Agreement and to carry out its terms, conditions and provisions; and is licensed, certified or approved to provide services to children and families in accordance with Ohio law or the state where the Provider of services is located.

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

Article I. SCOPE OF PLACEMENT SERVICES

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

Section 1.01 FOR AGREEMENTS COMPETITIVELY PROCURED

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

Section 1.02 FOR AGREEMENTS NOT COMPETITIVELY PROCURED

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

Section 1.03 EXHIBITS

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

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

Article II. TERM OF AGREEMENT

This Agreement is in effect from **11/01/2023** through **05/31/2024**, unless this Agreement is suspended or terminated pursuant to Article VIII prior to the termination date.

In addition to the initial term described above, this Agreement may be extended, at the option of the Agency and upon written agreement of the Provider, for 0 additional, 0 year terms not to exceed 0 years. Notice of Agency's intention to extend the Agreement shall be provided in writing to Provider no less than 90 calendar days before the expiration of any Agreement term then in effect. (If a previous Request for Proposal [RFP] allows, the Agreement may be extended for a period of time to ensure adequate completion of the Agency's competitive procurement process at the rates existing for the term then in effect.)

Article III. ORDER OF PRECEDENCE

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

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

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

Article IV. DEFINITIONS GOVERNING THIS AGREEMENT

The following definitions govern this Agreement:

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

Article V. PROVIDER RESPONSIBILITIES

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

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

Emergency situations include but are not limited to the following:

1. Absent Without Leave (AWOL);
 2. Child Alleging Physical or Sexual Abuse / Neglect;
 3. Death of Child;
 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; and
 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. The Agency acknowledges that clinical treatment decisions must be recommended by licensed clinical professionals. Agency and Provider acknowledge that disagreement with a treatment decision may be taken through the dispute resolution process contained in Article XIV of this Agreement.
- D. Agency agrees to visit with the child in accordance with rule OAC 5101:2-42-65 of the Ohio Administrative Code.
- E. Agency agrees to participate in periodic meetings with each child's treatment team for case treatment plan development, review, and revision. The Agency agrees to participate in the development of the treatment plan of each child placed with the Provider by the Agency.
- F. Agency certifies that it will comply with Every Student Succeeds Act (34 CFR part 200) and will work with local school districts in developing individualized plans to address the transportation needed for a child to remain in the school of origin. Agency agrees to arrange for the transfer of each child's school records to the child's new school upon placement but not later than ten (10) business days. The Agency agrees to work with the Provider for the timely enrollment of the child in the receiving school district. The Agency has the final responsibility to obtain the child's school records and to enroll the child in the receiving school district.
- G. The Agency shall provide an opportunity for the Provider to give input in the development, substantive Addendum or modification of case plans. The Agency agrees to notify the Provider of scheduling no less than seven (7) calendar days prior to of all formal meetings (e.g. SARs, court hearings, family team conferences, etc.).
- H. The Agency shall participate in a Placement Preservation meeting if requested by the Provider prior to issuing a notice of removal of a child. The Agency shall provide a minimum of thirty (30) calendar days' notice for planned removals, to the Provider for each child who is being terminated from placement with the Provider, unless so ordered by a court of competent jurisdiction.
- 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; and
 - 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 Attachments/Exhibits of this Agreement.
- D. To the extent that the Provider maintains a foster care network, the agreed upon per diem for maintenance shall be the amount paid directly to the foster parent. Maintenance includes the provision of food, clothing, shelter, daily supervision, graduation expenses, a child's personal incidentals, and liability insurance with respect to the child, reasonable cost of travel to the child's home for visitation and reasonable cost of travel for the child to remain in the school the child was enrolled in at the time of placement. Payment for private Agency staff transporting a child to a home visit or keeping the child in their home school will be paid in accordance with Schedule A (Transportation Maintenance) of this Agreement.
- E. If the plan as determined by the Agency is to return the child to placement with the Provider, the Agency may agree to pay for the days that a child is temporarily absent from the direct care of the Provider, as agreed to by

the parties in writing.

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

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

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

Article IX. TERMINATION; BREACH AND DEFAULT

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

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

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

Article X. RECORDS RETENTION, CONFIDENTIALITY AND DATA SECURITY REQUIREMENTS

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

children's and families' documentation is protected and maintained in a secure and safe manner.

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

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

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

Article XI. PROVIDER ASSURANCES AND CERTIFICATIONS

- A. As applicable to the Provider's license and/or certification, the Provider certifies compliance with ORC 2151.86, ORC 5103.0328, ORC 5103.0319 and applicable OAC Sections as defined in Article XXII of this Agreement concerning criminal record checks, arrests, convictions and guilty pleas relative to foster caregivers, employees, volunteers and interns who are involved in the care for a child. Provider is responsible for any penalties, financial or otherwise, that may accrue because of noncompliance with this provision.
- B. To the extent that the Provider maintains a residential center or group home, the Provider agrees to comply with the provisions of their licensing Agency that relates to the operation, safety and maintenance of residential facilities. Specifically, Provider agrees that no firearm or other projectile weapon and no ammunition for such weapons will be kept on the premises.
- C. Provider certifies compliance with Drug Free Work Place Requirements as outlined in 45 C.F.R. Part 76, Subpart F.
- D. Provider certifies compliance with 45 C.F.R. Part 80, Non-Discrimination under programs receiving Federal assistance through the Department of Health and Human Services effectuation of Title VI of the Civil Rights Act of 1964.
- E. Provider certifies compliance with 45 C.F.R. Part 84, Non-Discrimination on the Basis of Handicap in Programs or Activities Receiving Federal Assistance.
- F. Provider certifies compliance 45 C.F.R. Part 90, Non-Discrimination on the Basis of Age in Programs or Activities Receiving Federal Assistance.
- G. Provider certifies compliance with the American with Disabilities Act, Public Law 101-336.
- H. Provider certifies that it will:
1. Provide a copy of its license(s), certification, accreditation or a letter extending an expiring license, certification, or accreditation from the issuer to the Agency prior to the signing of the Agreement.
 2. Maintain its license(s), certification, accreditation and that upon receipt of the renewal of its license, certification, and/or accreditation or upon receipt of a letter extending an expiring license, certification, and/or accreditation from the issuer, a copy of the license, certification and/or accreditation will be provided to the Agency within five (5) business days.
 3. Provider shall immediately notify the Agency of any action, modification or issue relating to said licensure, accreditation or certification.
- I. Provider certifies that it will not deny or delay services to eligible persons because of the person's race, color, religion, national origin, gender, orientation, disability, or age.
- J. The Provider shall comply with Executive Order 11246, entitled Equal Employment Opportunity, as amended by Executive Order 11375, and as supplemented in Department of Labor regulation 41 CFR part 60.
- K. Provider further agrees to comply with OAC 5101:9-2-01 and OAC 5101:9-2-05(A)(4), as applicable, which require that assure that persons with limited English proficiency (LEP) can meaningfully access services. To the extent Provider provides assistance to an LEP Child through the use of an oral or written translator or interpretation services in compliance with this requirement, the LEP Child shall not be required to pay for such assistance.

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

Article XII. INDEPENDENT CONTRACTOR

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

Article XIII. AUDITS AND OTHER FINANCIAL MATTERS

- A. Provider agrees to submit to Agency a copy of the independent audit it receives in accordance with ORC 5103.0323.
- B. Upon request from the Agency, Provider shall submit a copy of the most recent Federal income tax return and related schedules filed with the Internal Revenue Service (IRS).
- C. If Provider participates in the Title IV-E program, Provider agrees to timely file its Title IV-E cost report with all required items as outlined in OAC 5101:2-47-26.2 to ODJFS. Provider agrees that in the event a cost report cannot be timely filed, an extension shall be requested prior to the December 31st filing deadline.
- D. If a Provider participates in the Title IV-E program, an Agreed Upon Procedures engagement must be conducted by a certified public accountant for the Provider's cost report in accordance with OAC 5101:2-47-26.2. The procedures are conducted to verify the accuracy of costs used to establish reimbursement ceilings for maintenance and administration costs of child in care. Any overpayments or underpayment of federal funds to the Title IV-E Agency due to adjustments of cost report reimbursement ceiling amounts as a result of an audit, shall be resolved in accordance with ORC 5101.11, ORC 5101.14, and OAC 5101:2-47-01.
- E. Upon request from the Agency, the Provider shall submit a copy of the JFS 02911 and Agreed Upon Procedures.
- F. For financial reporting purposes and for Title IV-E cost reporting purposes, Provider agrees to follow the cost principles set forth in the following OAC Sections and publications:
 - 1. OAC 5101:2-47-11: "Reimbursement for Title IV-E foster care maintenance (FCM) costs for children's residential centers (CRC), group homes, maternity homes, residential parenting facilities, private foster

- homes, and substance use disorder (SUD) residential facilities".
2. OAC 5101:2-47-26.1: "Public child services agencies (PCSA), private child placing agencies (PCPA), private noncustodial agencies (PNA), residential care facilities, substance use disorder (SUD) residential facilities: Title IV-E cost report filing requirements, record retention requirements, and related party disclosure requirements";
 3. OAC 5101:2-47-26.2: "Cost Report Agreed Upon Procedures Engagement".
 4. JFS 02911 Single Cost Report Instructions.
 5. For Private Agencies: 2 CFR part 230, Cost Principles for Non-Profit Organizations.
 6. For Public Agencies: 2 CFR part 225, Cost Principles for State, Local and Indian Tribal Government.
 7. 2 CFR part 200.501, Audit Requirements.

Article XIV. GRIEVANCE/DISPUTE RESOLUTION PROCESS

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

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

Article XV. ATTACHMENTS/ADDENDA

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

Article XVI. NOTICE

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

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

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

Article XVII. CONSTRUCTION

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

Article XVIII. NO ASSURANCES

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

Article XIX. CONFLICT OF INTEREST

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

Article XX. INSURANCE

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

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

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

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

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

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

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

- E. Workers' Compensation insurance at the statutory limits required by ORC.
- F. The Provider further agrees with the following provisions:
1. All policies, except workers' compensation and professional liability, will endorse as additional insured the Board of County Commissioners, and Agency and their respective officials, employees, agents, and volunteers, including their Board of Trustees if applicable. The additional insured endorsement shall be on an ACORD or ISO form.
 2. The insurance endorsement forms and the certificate of insurance forms will be sent to the Agency Director or Designee. The forms must state the following: "Board of County Commissioners, and Agency and their respective officials, employees, agents, and volunteers are endorsed as additional insured as required by agreement on the commercial general, business auto and umbrella/excess liability policies."
 3. Each policy required by this clause shall be endorsed to state that coverage shall not be canceled or materially changed except after thirty (30) calendar days prior written notice given to the Agency Director or Designee.
 4. Provider shall furnish the Agency with original certificates and amendatory endorsements effecting coverage required by this clause. All certificates and endorsements are to be received by the Agency before the Agreement commences. The Agency reserves the right at any time to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.

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

Article XXI. INDEMNIFICATION & HOLD HARMLESS

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

Article XXII. SCREENING AND SELECTION

- A. Criminal Record Check

1. Provider warrants and represents it will comply with Article X as it relates to criminal record checks. Provider shall insure that every individual subject to a Bureau of Criminal Investigation (BCI) criminal records check will sign a release of information to allow inspection and audit of the above criminal records transcripts or reports by the Agency or a private vendor hired by the Agency to conduct compliance reviews on their behalf.
2. Provider shall not assign any individual to work with or transport children until a BCI report and a criminal record transcript has been obtained.
3. Except as provided in Section C below, Provider shall not utilize an employee, foster caregiver or all of the above who has been convicted or plead guilty to any violations contained in ORC 5153.111(B)(1), ORC 2919.24, and ORC 2151.86, and OAC Chapters 5101:2-5, 5101:2-7, 5101:2-9, 5101:2-48,
4. Provider agrees to be financially responsible for any of the following requirements in OAC Chapters 5101:2-5, 5101:2-7, 5101:2-9 and 5101:2-48 resulting in financial penalty due to lack of compliance with the criminal records checks.

B. Transportation of Child

1. The caregiver shall ensure the transportation of children in care will be reliable, legal and safe transportation with safety restraints, as appropriate for the child, and must be in compliance with applicable local, state and Federal transportation laws:
 - a. Maintenance of a current valid driver's license and vehicle insurance.
 - 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

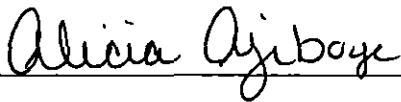
This Agreement may be executed as an original document only, or simultaneously in two or more counterparts, each of which shall be deemed an original, and each of these counterparts shall constitute one and the same instrument. It shall not be necessary in making proof of this Contract to produce or 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

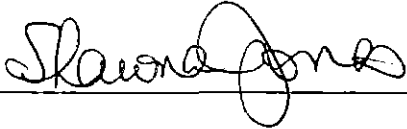
This Agreement and any modifications, Attachments, Exhibits, Addenda, or alterations, shall be governed, construed, and enforced under the laws of Ohio. Any legal action brought pursuant to this agreement will be filed in the Ohio courts, and Ohio law as well as Federal law will apply.

SIGNATURES OF PARTIES:

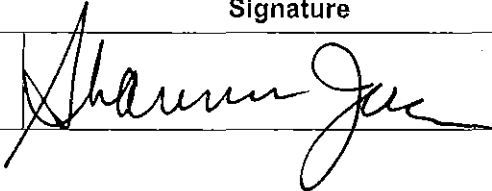
Provider: Focus on Youth, Inc.

Print Name & Title	Signature	Date
Alicia Ajiboye, Executive Director		10/30/23


Agency: Warren County Children Services

Print Name & Title	Signature	Date
Shawna Jones, Director		12-7-23

Additional Signatures

Print Name & Title	Signature	Date
Shannon Jones President.		12-12-23

APPROVED AS TO FORM


Kathryn M. Horvath
Asst. Prosecuting Attorney

Title IV-E Schedule A Rate Information

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

Run Date: 11/14/2023
 Contract Period: 11/01/2023 - 05/31/2024

Service Description	Service ID	Person	Person ID	Maintenance Per Diem	Administration Per Diem	Case Management Per Diem	Transportation / Administration Per Diem	Transporation / Maintenance Per Diem	Other Direct Services Per Diem	Behavioral Healthcare Per Diem	Other Per Diem Cost	Total Per Diem Cost	Cost Begin Date	Cost End Date
Foster Care (30073)-FFH	373628			\$35.00	\$44.00							\$79.00	11/01/2023	05/31/2024
Treatment Foster Care - Intensive TFC-1 (30362)-Spec Needs	985643			\$42.00	\$44.00							\$86.00	11/01/2023	05/31/2024
Treatment Foster Care - Intensive TFC-3 (30414)-Spec Needs	5827663			\$50.00	\$45.00							\$95.00	11/01/2023	05/31/2024
Treatment Foster Care - Special Needs (30363)-Spec Needs	985644			\$68.00	\$45.00							\$113.00	11/01/2023	05/31/2024

AFFIDAVIT OF NON COLLUSION

STATE OF OHIO
COUNTY OF Butler

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

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

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

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

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

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

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

Alicia Ajiboye
AFFIANT

Subscribed and sworn to before me this 1st day of December 20 23

Penny J. Dougan
(Notary Public),

Butler County.

My commission expires March 24 20 26



PENNY J DOUGAN
NOTARY PUBLIC - OHIO
MY COMMISSION EXPIRES
03-24-26

**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.”

AMENDMENT #5:

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

P. The Provider certifies compliance with the standards outlined in OAC 5101:2-9-42 for certification as a Qualified Residential Treatment Program (QRTP). Failure to maintain compliance with this section shall constitute grounds for termination of this Agreement in accordance with Article IX.

AMENDMENT #6:

Article XIII, subsection (C) of the Agreement shall be stricken in its entirety and replaced with the following language:

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 within 90 days of placement. If provider does not currently participate in the Title IV-E program, Provider agrees to timely file its initial Title IV-E cost report with all required items as outlined in OAC 5101:2-47-26.2 to ODJFS within 90 days of placement. Provider agrees that in the event a cost report cannot be timely filed as stated herein, an extension shall be requested prior to the December 31st filing deadline.

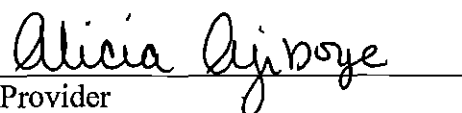
ALL TERMS AND CONDITIONS OF THE STANDARD AGREEMENT NOT SPECIFICALLY AMENDED, MODIFIED, ADDED, OR DELETED HEREBY SHALL REMAIN IN FULL FORCE AND EFFECT

IN WITNESS WHEREOF, the parties hereto have executed this Addendum to the Agreement by the President of the Warren County Board of Commissioners, pursuant to Resolution Number 1673, dated December 12, 23, and by the duly authorized _____ of _____ [Provider].

SIGNATURES OF PARTIES:



President
Warren County Board of Commissioners




Provider

Date 12-12-23

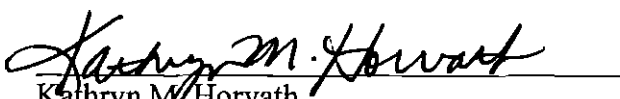
Date 12-1-23

Reviewed by:



Director
Warren County Children's Services

Approved as to Form:



Kathryn M. Horvath
Assistant Prosecuting Attorney

Client#: 79437

FOCUSON

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/30/2023

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 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: The CIMA Companies, Inc. 2750 Killarney Dr, Suite 202 Woodbridge, VA 22192-4124 703 739-9300
CONTACT NAME:
PHONE (A/C, No, Ext): 703 739-9300 FAX (A/C, No): 7037390761
E-MAIL ADDRESS: PRODUCER CUSTOMER ID #:
INSURER(S) AFFORDING COVERAGE:
INSURER A: Alliance of Nonprofits for Ins NAIC # 10023
INSURER B: Capitol Specialty Insurance Cor 10328
INSURER C:
INSURER D:
INSURER E:
INSURER F:

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL SUBR INSR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include General Liability, Automobile Liability, Umbrella Liab, Workers Compensation and Employers' Liability, Professional, and Abuse/Molestation.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Verification of Coverage

CERTIFICATE HOLDER: Warren County Board of Developmental Disabilities 410 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: Laurie S. Calenar

State of Ohio
Department of Job and Family Services

Mike DeWine
Governor

This is to Certify that

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

Has been inspected pursuant to Chapter 5103, of the Ohio Revised Code and applicable Ohio Administrative Code rules.
The specific functions which the agency is certified to perform are listed below and explained in detail in the accompanying letter.

Functions:

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

To participate in the placement of children in Foster Homes

To participate in the placement of children for Adoption

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

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



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

Lutheran Homes Society, Inc. dba Genacross Family & Youth Services, hereinafter "Provider", whose address is:

Lutheran Homes Society, Inc. dba Genacross Family & Youth Services
1905 Perrysburg Holland Rd
Holland, OH 43528

Collectively the "Parties".

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RECITALS

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

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

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

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

Article I. SCOPE OF PLACEMENT SERVICES

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

Section 1.01 FOR AGREEMENTS COMPETITIVELY PROCURED

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

Section 1.02 FOR AGREEMENTS NOT COMPETITIVELY PROCURED

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

Section 1.03 EXHIBITS

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

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

Article II. TERM OF AGREEMENT

This Agreement is in effect from 11/01/2023 through 05/31/2024, unless this Agreement is suspended or terminated pursuant to Article VIII prior to the termination date.

In addition to the initial term described above, this Agreement may be extended, at the option of the Agency and upon written agreement of the Provider, for ~~0~~ additional, ~~0~~ year terms not to exceed ~~0~~ years. Notice of Agency's intention to extend the Agreement shall be provided in writing to Provider no less than 90 calendar days before the expiration of any Agreement term then in effect. (If a previous Request for Proposal [RFP] allows, the Agreement may be extended for a period of time to ensure adequate completion of the Agency's

Taylor, Katie M

From: Przysiecki, Jeff <jprzysiecki@GENACROSS.org>
Sent: Friday, December 1, 2023 6:24 AM
To: Taylor, Katie M
Subject: RE: Rate Sheet

Yes, that will be fine. Thank you for letting me know.

HEALTH AND HAPPINESS.

Jeff Przysiecki, M. Ed.
Placement Coordinator



Genacross Lutheran Services

Family and Youth Services

1905 Perrysburg Holland Rd.
Holland, OH 43528

419-324-0956 Phone
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419-693-3295 Fax

GenacrossLutheranServices.org

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From: Katie.Taylor@jfs.ohio.gov <Katie.Taylor@jfs.ohio.gov>
Sent: Thursday, November 30, 2023 2:24 PM
To: Przysiecki, Jeff <jprzysiecki@GENACROSS.org>
Subject: [EXTERNAL] Rate Sheet

Hi Jeff,

I received the contract back from the prosecutor. On page 3 there is 3 blank lines under the agreement renewal, are you okay with me writing in 0 on the lines?

Thank you,

Katie Taylor

Assistant Business Manager
Warren County Children Service
Katie.Taylor@jfs.ohio.gov
(513)695-1556

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

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

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

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

Article V. PROVIDER RESPONSIBILITIES

- A. Provider agrees to participate with Agency in the development and implementation of the Case Plan and ICCA including participation in case reviews and / or semi-annual administrative reviews, and the completion of reunification assessments for the children in placement with the Provider. Parties shall make best efforts to share information timely regarding participants and contact information involved with planning efforts related to children and families.
- B. Provider agrees to provide services agreed to in the Case Plan and ICCA (i.e., transportation of children for routine services, including, but not limited to, court hearings, medical appointments, school therapy, recreational

activities, visitations/family visits) unless otherwise negotiated in writing as an attachment to this Agreement. Any disputes involving services or placement will be resolved through mutual-agreement and modification to the ICCA. Provider agrees the Agency is the final authority in the process. The cost of providing these services is to be included in the Agency approved per diem.

- C. Provider agrees to deliver aftercare support as described in Article IV.
- D. Provider agrees to ensure that any and all persons who may act as alternative caregivers or who have contact with the children are suitable for interaction pursuant to all applicable federal, state and local laws and regulations.
- E. Provider agrees that all caregivers must be approved by the Agency.
- F. Provider agrees to submit a progress report as negotiated by the parties for each child. The progress report will be based on the agreed upon services to be delivered to the child and/or family and will include documentation of services provided to the child and/or discharge summary. If Monthly Progress Reports are not received within 90 calendar days following the month of service provision, payment may be withheld at the Agency's discretion.
 - 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.
- G. Placement changes, emergency or non-emergency, shall occur only with the approval of the Agency. The following information shall be provided to the Agency for all placement changes: Name, address and phone number of the new foster home or other out-of-home care setting, the license/home study of the new care provider within 24 hours, excluding weekends and holidays.
- H. Provider agrees to notify all Agencies who have children placed in the same caregiver's home/group home/CRC when any child residing in the placement is critically injured or dies in that location. Notification will be made to the Agencies' Child Abuse/Neglect Hotline number or assigned Caseworker immediately.
- I. 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; and
 - 10. The filing of any law enforcement report involving the child.
- J. The Provider also agrees to notify the Agency within Twenty-four (24) hours, of any non-emergency situations.

Non-emergency situations include but are not limited to the following:

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

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

- K. Documentation of the emergency and non-emergency incidents as identified in "I and J" above shall be provided to the Agency via email, fax or other established notification system within 24 hours excluding weekends and holidays.
- L. The Provider agrees to submit each child's assessment and treatment plans as completed but no later than the 30th day of placement. Provider further agrees to provide treatment planning that will include, but is not limited to, education on or off site, preparation for integration into community-based school or vocational/job skills training, community service activities, independent living skills if age 14 or older, monitoring and supporting community adjustment.
- M. The Provider agrees to participate in joint planning with the Agency regarding modification to case plan services. Provider agrees that while the Provider may have input into the development of the child's case plan services and the ICCA, any disputes involving services or placement will be resolved through mutual agreement and modification to the ICCA. Provider agrees the Agency is the final authority in the process.
- N. The Provider shall participate in a Placement Preservation meeting if requested by the Agency prior to issuing a notice of removal of a child. A placement Preservation meeting shall be held within seven (7) business days of said request. Unless otherwise mutually agreed upon a minimum of thirty (30) calendar days' notice shall be given if placement preservation is unable to be achieved. A Discharge Plan Summary shall be provided no later than fifteen (15) calendar days after the date of discharge in accordance with the applicable licensed or certified program. (OAC 5101:2-5-17, OAC 5122-30-22, OAC 5122-30-04, OAC 5123:2-3-05).
- O. The Provider shall work in cooperation and collaboration with the Agency to provide information for each child's Lifebook and will fully comply with the provision of 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.
- P. 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.
- Q. 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.
- R. The Provider agrees to maintain its licenses and certifications from any source in good standing. The Provider agrees to report to Agency in writing any change in licensure or certification that negatively impacts such standing immediately if the negative action results in a temporary license, suspension of license or termination of license.
- S. Provider agrees that the reasonable and prudent parent standard training required by SEC. 471. [42 U.S.C. 671] of the Social Security Act and in accordance to OAC 5101:2-5-33, OAC 5101:2-9-02 or OAC 5101:2-9-03 has been completed.
- T. The Provider shall notify Agency of any changes in its status, such as intent to merge with another business or to close no later than forty-five (45) business days prior to the occurrence.
- U. The Provider agrees that the Agency shall have access to foster parent home studies and re-certifications for foster parents caring for children in placement, subject to confidentiality considerations. The Provider shall submit to Agency a copy of the current foster home license at the time of placement and recertification. Provider also agrees to notify Agency within twenty-four (24) hours of any change in the status of the foster home license.
- V. When there is a rule violation of a caregiver, a copy of the corrective action plan, if applicable, must be submitted

to the Agency when the investigation is complete.

- W. The Provider agrees to notify the Agency of scheduling no less than fourteen (14) calendar days prior to all formal meetings (i.e. FTMs, Treatment Team Meetings, IEPs, etc.).
- X. The Provider agrees to adhere to the following Medical/Medication guidelines:
 - 1. To provide over-the-counter medications and/or supplies as part of the per diem of care;
 - 2. To comply with the medical consent process as identified by Agency;
 - 3. Only the Agency can give permission for the administering or change (addition or elimination) of psychotropic medication and its ongoing management; and
 - 4. Provide an initial placement medical screening within 72 hours of child's placement into a placement resource under the Provider's operation and/or oversight.
- Y. To arrange for required health care/medical examinations within time frames required by 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.
- Z. The Network Provider agrees to notify the Agency if placement resource is currently under investigation for license violations or misconduct toward children or other third-party investigation.
- AA. The Provider will immediately notify the Agency:
 - 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 Addendum or modification of case plans. The Agency agrees to notify the Provider of scheduling no less than seven (7) calendar days prior to of all formal meetings (e.g. SARs, court hearings, family team conferences, etc.).
- H. The Agency shall participate in a Placement Preservation meeting if requested by the Provider prior to issuing a notice of removal of a child. The Agency shall provide a minimum of thirty (30) calendar days' notice for planned removals, to the Provider for each child who is being terminated from placement with the Provider, unless so ordered by a court of competent jurisdiction.
- 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; and
 - f. Other costs - (any other cost the Title IV-E Agency has agreed to participate in); non-allowable/ non-reimbursable cost.
- B. If Provider is an enrolled provider of Medicaid, Provider shall seek reimbursement for aftercare support provided

to children through Medicaid. If a child is an open client with the QRTP the following services or activities may be billed to Medicaid as medically necessary. Aftercare support provided that is not available for Medicaid reimbursement shall be billed to the Agency. If Provider is not enrolled on Medicaid, reimbursement for aftercare support provided shall be billed to the Agency. Aftercare support provided to children who are not enrolled on Medicaid shall be invoiced to the Agency less any private insurance / third-party payor reimbursement obtained by Provider. Rates for aftercare support billed to the Agency shall be consistent with the prevailing Medicaid rate for Community Psychiatric Supportive Treatment (CPST) at the most recent version of which may be found at: Manuals and Rates (ohio.gov). If the parties agree to not use the Medicaid rates, an "Agreement for Title IV-E Agencies for the Provision of Non-Placement Services" will need to be created, and the negotiated rates will be displayed on the Schedule B.

- C. Provider warrants and represents claims made for payment for services provided are for actual services rendered and do not duplicate claims made by Provider to other sources of public funds for the same service.

Article VIII. REIMBURSEMENT FOR PLACEMENT SERVICES

- A. The maximum amount payable pursuant to this contract is **\$100,000.00**.
- B. In accordance with Schedule A of this Agreement, the per diem for maintenance and the per diem for administration will be paid for each day the child was in placement. The first day of placement will be paid regardless of the time the child was placed. The last day of placement will not be paid regardless of the time the child left the placement.
- C. In accordance with Schedule A of this Agreement and in addition to Maintenance and Administration, the Agency may agree to pay a per diem for Case Management, Other Direct Services, Transportation Administration, Transportation Maintenance, Behavioral Health Care and Other. All other services and/or fees to be paid for shall be contained in the Attachments/Exhibits of this Agreement.
- D. To the extent that the Provider maintains a foster care network, the agreed upon per diem for maintenance shall be the amount paid directly to the foster parent. Maintenance includes the provision of food, clothing, shelter, daily supervision, graduation expenses, a child's personal incidentals, and liability insurance with respect to the child, reasonable cost of travel to the child's home for visitation and reasonable cost of travel for the child to remain in the school the child was enrolled in at the time of placement. Payment for private Agency staff transporting a child to a home visit or keeping the child in their home school will be paid in accordance with Schedule A (Transportation Maintenance) of this Agreement.
- E. If the plan as determined by the Agency is to return the child to placement with the Provider, the Agency may agree to pay for the days that a child is temporarily absent from the direct care of the Provider, as agreed to by the parties in writing.
- F. The service provider is required to utilize Medicaid-approved healthcare providers in the appropriate managed care network for the provision of mental health, dental and/or medical services (hereafter referred to collectively as "medical services") to children in the custody of Agency. The Service Provider will report applicable Medicaid/insurance information to the healthcare providers and instruct healthcare providers to seek payment from Medicaid or any other available third-party payer for medical services rendered to children in agency custody. Agency will not pay for the provision of any medical services to children in agency custody unless the agency Executive Director or authorized designee has provided specific prior written authorization for such medical services and associated costs.
- G. The Agency agrees to pay the Provider for all services agreed to on Schedule A and in the Attachments/Exhibits to this Agreement, where applicable, that have been provided and documented in the child's case file. Agency shall make best efforts to make payment of undisputed charges within thirty (30) business days of receipt.
- H. In the event of a disagreement regarding payment, Agency shall withhold payment only for that portion of the placement with which it disagrees. Agency will use best efforts to notify the Provider of any invoice discrepancies.

Agency and Provider will make every effort to resolve payment discrepancies within 60 calendar days. Payment discrepancies brought to the Agency after 60 days will be reviewed on a case by case basis.

- I. This Agreement is conditioned upon the availability of federal, state, or local funds appropriated or allocated for payment for services provided under the terms and conditions of this Agreement. By sole determination of the Agency, if funds are not sufficiently allocated or available for the provision of the services performed by the Provider hereunder, the Agency reserves the right to exercise one of the following alternatives:
1. Reduce the utilization of the services provided under this Agreement, without change to the terms and conditions of the Agreement; or
 2. Issue a notice of intent to terminate the Agreement.

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

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

Article IX. TERMINATION; BREACH AND DEFAULT

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

3. Actions, inactions or behaviors that may result in harm, injury or neglect of a child;
 4. Unethical business practices or procedures; and
 5. Any other event that Agency deems harmful to the well-being of a child; or
 6. Loss of funding as set forth in Article VIII.
- F. If the Agreement is terminated by Agency due to breach or default of any of the provisions, obligations, or duties embodied contained therein by the Provider, Agency may exercise any administrative, agreement, equitable, or legal remedies available, without limitation. Any extension of the time periods set forth above shall not be construed as a waiver of any rights or remedies the Agency may have under this Agreement.
- G. In the event of termination under this ARTICLE, both the Provider and the placing Agency shall make good faith efforts to minimize adverse effect on children resulting from the termination of the Agreement.

Article X. RECORDS RETENTION, CONFIDENTIALITY AND DATA SECURITY REQUIREMENTS

- A. The Provider agrees that all records, documents, writings or other information, including, but not limited to, financial records, census records, client records and documentation of legal compliance with Ohio Administrative Code rules, produced by the Provider under this Agreement, and all records, documents, writings or other information, including but not limited to financial, census and client used by the Provider in the performance of this Agreement are treated according to the following terms:
1. All records relating to costs, work performed and supporting documentation for invoices submitted to the Agency by the Provider along with copies of all Deliverables, as defined in Article XXIX, submitted to the Agency pursuant to this Agreement will be retained for a minimum of three (3) years after reimbursement for services rendered under this Agreement.
 2. If an audit, litigation, or other action is initiated during the time period of the Agreement, the Provider shall retain such records until the action is concluded and all issues resolved or three (3) years have expired, whichever is later.
 3. All records referred to in Section A 1) of this Article shall be available for inspection and audit by the Agency or other relevant agents of the State of Ohio (including, but not limited to, the County Prosecutor, the Ohio Department of Job and Family Services (ODJFS), the Auditor of the State of Ohio, the Inspector General of Ohio, or any duly authorized law enforcement officials), and the United States Department of Health and Human Services within a reasonable period of time.
- B. The Provider agrees to keep all financial records in a manner consistent with Generally Accepted Accounting Principles.
- C. The Provider agrees to comply with all federal and state laws applicable to the Agency and the confidentiality of children and families. Provider understands access to the identities of any Agency's child and families shall only be as necessary for the purpose of performing its responsibilities under this Agreement. No identifying information on child(ren) served will be released for research or other publication without the express written consent of the Agency. Provider agrees that the use or disclosure of information concerning the child for any purpose not directly related to the administration of this Agreement is prohibited. Provider shall ensure all the children's and families' documentation is protected and maintained in a secure and safe manner.
- D. The Provider agrees to comply with all applicable state and federal laws related to the confidentiality and transmission of medical records, including, but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- E. Although information about, and generated under, this Agreement may fall within the public domain, the Provider shall not release information about, or related to, this Agreement to the general public or media verbally, in writing, or by any electronic means without prior approval from the Agency, unless the Provider is required to release requested information by law. Agency reserves the right to announce to the general public and media: award of the Agreement, Agreement terms and conditions, scope of work under the Agreement, Deliverables, as defined in Article XXIX, and results obtained under the Agreement. Except where Agency approval has been

granted in advance, the Provider shall not seek to publicize and will not respond to unsolicited media queries requesting: announcement of Agreement award, Agreement terms and conditions, Agreement scope of work, government-furnished documents the Agency may provide to the Provider to fulfill the Agreement scope of work, Deliverables required under the Agreement, results obtained under the Agreement, and impact of Agreement activities.

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

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

Article XI. PROVIDER ASSURANCES AND CERTIFICATIONS

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

- N. The Provider certifies that all approvals, licenses, or other qualifications necessary to conduct business in Ohio have been obtained and are current.
- O. Provider shall comply with the Small Business Job Protection Act (Public Law ("P.L.") 104-188), the Multiethnic Placement Act of 1994 (P.L. 103-382), Titles IV-B (42 U.S.C. 620 et seq.) and IV-E (42 U.S.C. 670 et seq.) of the Social Security Act ("the Act"), the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (P.L. 104-193), Section 471(a) of Title IV-E of the Act (42 U.S.C. 671(a)), and 45 C.F.R. 1356, including all rules, regulations and guidelines issued by federal and state authorities, OAC 5101:9-4-07 and OAC 5101:2-47-23.1.

Article XII. INDEPENDENT CONTRACTOR

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

Article XIII. AUDITS AND OTHER FINANCIAL MATTERS

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

3. OAC 5101:2-47-26.2: "Cost Report Agreed Upon Procedures Engagement".
4. JFS 02911 Single Cost Report Instructions.
5. For Private Agencies: 2 CFR part 230, Cost Principles for Non-Profit Organizations.
6. For Public Agencies: 2 CFR part 225, Cost Principles for State, Local and Indian Tribal Government.
7. 2 CFR part 200.501, Audit Requirements.

Article XIV. GRIEVANCE/DISPUTE RESOLUTION PROCESS

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

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

Article XV. ATTACHMENTS/ADDENDA

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

Article XVI. NOTICE

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

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

if to Provider, to
 Lutheran Homes Society, Inc. dba Genacross Family & Youth Services
 1905 Perrysburg Holland Rd
 Holland, OH 43528

Article XVII. CONSTRUCTION

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

Article XVIII. NO ASSURANCES

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

Article XIX. CONFLICT OF INTEREST

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

Article XX. INSURANCE

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

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

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

5. Severability of interests;
6. Personal injury; and
7. Joint venture as named insured (if applicable).

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

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

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

- E. Workers' Compensation insurance at the statutory limits required by ORC.
- F. The Provider further agrees with the following provisions:
1. All policies, except workers' compensation and professional liability, will endorse as additional insured the Board of County Commissioners, and Agency and their respective officials, employees, agents, and volunteers, including their Board of Trustees if applicable. The additional insured endorsement shall be on an ACORD or ISO form.
 2. The insurance endorsement forms and the certificate of insurance forms will be sent to the Agency Director or Designee. The forms must state the following: "Board of County Commissioners, and Agency and their respective officials, employees, agents, and volunteers are endorsed as additional insured as required by agreement on the commercial general, business auto and umbrella/excess liability policies."
 3. Each policy required by this clause shall be endorsed to state that coverage shall not be canceled or materially changed except after thirty (30) calendar days prior written notice given to the Agency Director or Designee.
 4. Provider shall furnish the Agency with original certificates and amendatory endorsements effecting coverage required by this clause. All certificates and endorsements are to be received by the Agency before the Agreement commences. The Agency reserves the right at any time to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage

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

Article XXI. INDEMNIFICATION & HOLD HARMLESS

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

Article XXII. SCREENING AND SELECTION

A. Criminal Record Check

1. Provider warrants and represents it will comply with Article X as it relates to criminal record checks. Provider shall insure that every individual subject to a Bureau of Criminal Investigation (BCI) criminal records check will sign a release of information to allow inspection and audit of the above criminal records transcripts or reports by the Agency or a private vendor hired by the Agency to conduct compliance reviews on their behalf.
2. Provider shall not assign any individual to work with or transport children until a BCI report and a criminal record transcript has been obtained.
3. Except as provided in Section C below, Provider shall not utilize an employee, foster caregiver or all of the above who has been convicted or plead guilty to any violations contained in ORC 5153.111(B)(1), ORC 2919.24, and ORC 2151.86, and OAC Chapters 5101:2-5, 5101:2-7, 5101:2-9, 5101:2-48.
4. Provider agrees to be financially responsible for any of the following requirements in OAC Chapters 5101:2-5, 5101:2-7, 5101:2-9 and 5101:2-48 resulting in financial penalty due to lack of compliance with the criminal records checks.

B. Transportation of Child

1. The caregiver shall ensure the transportation of children in care will be reliable, legal and safe transportation with safety restraints, as appropriate for the child, and must be in compliance with applicable local, state and Federal transportation laws:
 - a. Maintenance of a current valid driver's license and vehicle insurance.
 - 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

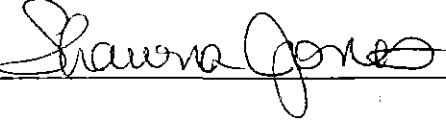
This Agreement and any modifications, Attachments, Exhibits, Addenda, or alterations, shall be governed, construed, and enforced under the laws of Ohio. Any legal action brought pursuant to this agreement will be filed in the Ohio courts, and Ohio law as well as Federal law will apply.

SIGNATURES OF PARTIES:

Provider: Lutheran Homes Society, Inc. dba Genacross Family & Youth Services

Print Name & Title	Signature	Date
Katie Zawisza, Executive Director		11/13/23


Agency: Warren County Children Services

Print Name & Title	Signature	Date
Shawna Jones, Director		12-5-23

Additional Signatures

Print Name & Title	Signature	Date

APPROVED AS TO FORM


Kathryn M. Horvath
Asst. Prosecuting Attorney

Title IV-E Schedule A Rate Information

Title IV-E Schedule A Rate Information
 Agency: Warren County Children Services
 Provider / ID: Lutheran Homes Society, Inc. dba Genacross Family & Youth Services / 24323

Run Date: 11/07/2023
 Contract Period: 11/01/2023 - 05/31/2024

Service Description	Service ID	Person	Person ID	Maintenance Per Diem	Administration Per Diem	Case Management Per Diem	Transportation / Administration Per Diem	Transportation / Maintenance Per Diem	Other Direct Services Per Diem	Behavioral Healthcare Per Diem	Other Per Diem Cost	Total Per Diem Cost	Cost Begin Date	Cost End Date
Anthony Wayne GROUP Home(20031)	107799			\$389.31	\$17.68		\$6.34	\$0.19	\$1.26		\$39.22	\$454.00	11/01/2023	05/31/2024
East Toledo Group Home (20422)	44799			\$389.31	\$17.68		\$6.34	\$0.19	\$1.26		\$39.22	\$454.00	11/01/2023	05/31/2024
Maumee Youth Center(20560)	107797			\$457.84	\$32.09		\$4.67	\$0.37	\$1.06		\$3.97	\$500.00	11/01/2023	05/31/2024
Oregon GROUP Home(20030)	107798			\$389.31	\$17.68		\$6.34	\$0.19	\$1.26		\$39.22	\$454.00	11/01/2023	05/31/2024
Wynn GROUP Home(20259)	107800			\$389.31	\$17.68		\$6.34	\$0.19	\$1.26		\$39.22	\$454.00	11/01/2023	05/31/2024

K2 11/13/23

**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.”

AMENDMENT #5:

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

P. The Provider certifies compliance with the standards outlined in OAC 5101:2-9-42 for certification as a Qualified Residential Treatment Program (QRTP). Failure to maintain compliance with this section shall constitute grounds for termination of this Agreement in accordance with Article IX.

AMENDMENT #6:

Article XIII, subsection (C) of the Agreement shall be stricken in its entirety and replaced with the following language:

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 within 90 days of placement. If provider does not currently participate in the Title IV-E program, Provider agrees to timely file its initial Title IV-E cost report with all required items as outlined in OAC 5101:2-47-26.2 to ODJFS within 90 days of placement. Provider agrees that in the event a cost report cannot be timely filed as stated herein, an extension shall be requested prior to the December 31st filing deadline.

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

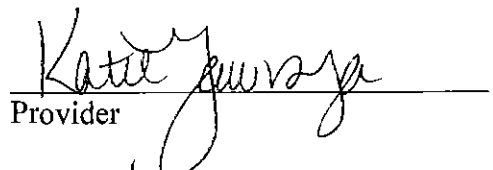
IN WITNESS WHEREOF, the parties hereto have executed this Addendum to the Agreement by the President of the Warren County Board of Commissioners, pursuant to Resolution Number _____, dated _____, and by the duly authorized _____ of _____ [Provider].

SIGNATURES OF PARTIES:



President
Warren County Board of Commissioners

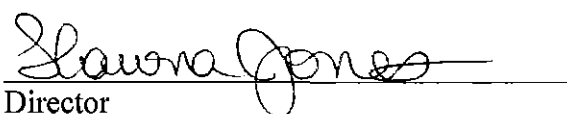
Date 12-12-23



Provider

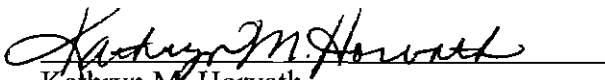
Date 11/13/23

Reviewed by:



Director
Warren County Children's Services

Approved as to Form:



Kathryn M. Horvath
Assistant Prosecuting Attorney

Title IV-E Schedule A Rate Information

Title IV-E Schedule A Rate Information
 Agency: Warren County Children Services

Provider / ID: Lutheran Homes Society, Inc. dba Genacross Family & Youth Services / 24323

Run Date: 11/07/2023
 Contract Period: 11/01/2023 - 05/31/2024

Service Description	Service ID	Person	Person ID	Maintenance Per Diem	Administration Per Diem	Case Management Per Diem	Transportation / Administration Per Diem	Transportation / Maintenance Per Diem	Other Direct Services Per Diem	Behavioral Healthcare Per Diem	Other Per Diem Cost	Total Per Diem Cost	Cost Begin Date	Cost End Date
Anthony Wayne GROUP Home(20031)	107799			\$389.31	\$17.68		\$6.34	\$0.19	\$1.26		\$39.22	\$454.00	11/01/2023	05/31/2024
East Toledo Group Home (20422)	44799			\$389.31	\$17.68		\$6.34	\$0.19	\$1.26		\$39.22	\$454.00	11/01/2023	05/31/2024
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Wynn GROUP Home(20259)	107800			\$389.31	\$17.68		\$6.34	\$0.19	\$1.26		\$39.22	\$454.00	11/01/2023	05/31/2024

AFFIDAVIT OF NON COLLUSION

STATE OF Ohio
COUNTY OF LUCAS

I, Kate Zawisza, holding the title and position of Executive Director at the firm Genacross, 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.

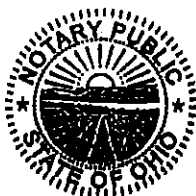
Relative to sealed bids, the price of the bid or proposal has not been disclosed to any client, company or contractor, INCLUDING ANY MEMBER OF THE WARREN COUNTY BOARD OF COMMISSIONERS, and will not be disclosed until the formal bid/proposal opening date.

Kate Zawisza
AFFIANT

Subscribed and sworn to before me this 13th day of Nov. 20 23

Mary C. Nungester
(Notary Public),
Lucas County.

My commission expires Sept. 14 20 24



MARY C. NUNGESTER
Notary Public, State of Ohio
My Commission Expires Sept. 14, 2024

**State of Ohio
Department of Job and Family Services**

**Mike DeWine
Governor**

This is to Certify that

**Lutheran Homes Society, Inc. dba Genacross Family and Youth Services
1905 Perrysburg Holland Road
Holland, Ohio 43528-9582
Recertification - S-0000006369**

Has been inspected pursuant to Chapter 5103, of the Ohio Revised Code and applicable Ohio Administrative Code rules.
The specific functions which the agency is certified to perform are listed below and explained in detail in the accompanying letter.

Functions:

To operate or provide Independent Living arrangements

To operate a Group Home(s)

To operate a Children's Residential Center(s)

Qualified Residential Treatment Program Compliant October 1, 2021

This certificate is effective from November 7, 2023, to November 6, 2025





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/16/2022

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

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

PRODUCER Hylant- Toledo 811 Madison Ave Toledo OH 43604	CONTACT NAME: Kathy Hall, CIC, CPIA	
	PHONE (A/C No. Ext): 248-568-7465	FAX (A/C, No):
E-MAIL ADDRESS: kathy.hall@hylant.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Philadelphia Indemnity Ins Co		18058
INSURER B: Travelers Cas & Surety of Amer		31194
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED LUTHHOM-05
 Lutheran Homes Society, Inc.
 Genacross Family & Youth
 2021 N. McCord Rd
 Toledo OH 43615

COVERAGES **CERTIFICATE NUMBER:** 1280294251 **REVISION NUMBER:**

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"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			PHPK2498897	1/1/2023	1/1/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COM/OP AGG \$ 3,000,000 Empl Benefits \$ 1,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> Comp - \$1,00 <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> Coll - \$1,000			PHPK2498897	1/1/2023	1/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			PHUB844327	1/1/2023	1/1/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	PHPK2498897	1/1/2023	1/1/2024	PER STATUTE OTH-ER Ohio Stop Gap E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A B	Property Crime			PHPK2498897 106229447	1/1/2023 1/1/2023	1/1/2024 1/1/2024	Blanket Bldg \$18,739,578 Blanket Contents \$2,393,585 Employee Dishonesty 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Professional Liability - Philadelphia Insurance Company - Policy# PHPK2498897, Effective 1/1/2023 - 1/1/2024
 \$1,000,000 - Each Professional Incident
 \$3,000,000 - Professional Aggregate
 \$1,000,000 - Abusive Conduct Liability - Includes sexual abuse, molestation, misconduct, exploitation or injury
 Management Liability - Continental Casualty Company (CNA) - Policy #425620458, Effective 1/1/2023 - 1/1/2024
 \$5,000,000 - Directors & Officers - Aggregate
 \$5,000,000 - Employment Practices - Aggregate
 See Attached...

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 <i>Judy K. Wilson</i>
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Resolution

Number 23-1674

Adopted Date December 12, 2023

AUTHORIZE WARREN COUNTY SHERIFF TO SIGN ADDENDUM FOR POLICE PROTECTION WITH THE KINGS LOCAL SCHOOL DISTRICT, ON BEHALF OF THE WARREN COUNTY SHERIFF'S OFFICE

BE IT RESOLVED, to authorize the Warren County Sheriff to sign Addendum for Police Protection with the Kings Local School District, on behalf of the Warren County Sheriff's Office as attached hereto and made a part hereof.

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

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

Resolution adopted this 12th day of December 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—Kings Local School District
Sheriff (file)

**ATTACHMENT A
2024 PAYROLL ADDENDUM**

School Resource Deputy Agreement between the Sheriff of Warren County, Ohio and the Kings School District, Warren County, Ohio.

In conjunction with the terms and conditions of the above referenced agreement relative to the number of and the compensation for the services of School Resource Deputy Sheriff, and the following schedule of payments, shall be implemented commencing as of January 1, 2024 and continuing through midnight on December 31, 2024.

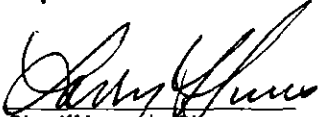
Salaries (5102)				\$ 228,708.80
Overtime (5114)				\$ 8,500.00
PERS (5811)	18.10%	\$	237,208.80	\$ 42,934.79
Benefits (5820)				\$ 24,606.60
Single	1	\$	599.26	\$5,992.60
Employee + Spouse	0	\$	1,344.67	\$0.00
Employee + Child	0	\$	1,068.69	\$0.00
Family	1	\$	1,758.64	\$17,586.40
Couple	0	\$	584.82	\$0.00
Waive	1	\$	102.76	\$1,027.60
Worker's Comp (5830)	2%	\$	237,208.80	\$ 4,744.18
Medicare (5871)	1.45%	\$	237,208.80	\$ 3,439.53
Total				\$ 312,933.90

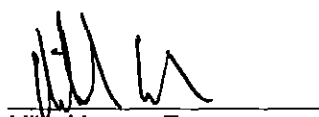
These totals may fluctuate with changes of personnel and be documented in the biweekly payroll record.

1ST QUARTER INVOICE: \$78,233.48
 2ND QUARTER INVOICE: \$78,233.48
 3RD QUARTER INVOICE: \$78,233.48
 4TH QUARTER INVOICE: \$78,233.46


All other conditions and terms shall remain in effect.

In witness where of, the parties have hereunto set their hands on this 30 day of November, 2023, at Warren Co., Ohio


 Sheriff Larry L. Sims


 Mike Morrow, Treasurer

APPROVED AS TO FORM


 Adam M. Nice
 Asst. Prosecuting Attorney

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

Resolution

Number 23-1675

Adopted Date December 12, 2023

ENTER INTO CONTRACTS WITH VARIOUS PROVIDERS RELATIVE TO PROVIDING TOWING AND STORAGE SERVICES, ON BEHALF OF THE WARREN COUNTY SHERIFF'S OFFICE

BE IT RESOLVED, to enter into the contracts with the following providers relative to providing towing and storage services on behalf of the Warren County Sheriff's Office as attached hereto and made a part hereof:

- | | |
|--------------------------------------|--------------------------------------|
| 1. Barnes Automotive Service LLC | 7. Hammell's Auto & Towing |
| 2. Barrett's Towing | 8. Jacob's Towing Inc |
| 3. Case Towing LLC | 9. John's Auto Service & Towing |
| 4. Dare's Garage, Inc | 10. Krimmers Towing |
| 5. Englewood Truck Towing & Recovery | 11. M&M Towing |
| 6. Generation Motors LLC | 12. Sandy's Auto & Truck Service Inc |
| | 13. Sora's Towing, Inc |

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

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

Resolution adopted this 12th day of December 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc:	c/a – Barnes Automotive Service LLC	c/a - Jacob's Towing Inc
	c/a - Barrett's Towing	c/a - John's Auto Service & Towing
	c/a - Case Towing LLC	c/a - Krimmers Towing
	c/a - Dare's Garage, Inc	c/a - M&M Towing
	c/a - Englewood Truck Towing & Recovery	c/a - Sandy's Auto & Truck Service Inc
	c/a - Generation Motors LLC	c/a - Sora's Towing, Inc
	c/a - Hammell's Auto & Towing	Sheriff (file)

Warren County, Ohio
Towing Contract for the Warren County Sheriff's Office

This Contract is made this 9 day of November, 2023 by and between the Board of Warren County Commissioners "County" on behalf of the Warren County Sheriff's Office "WCSO", 822 Memorial Drive, Lebanon, Ohio 45036, and

Company name: Dare's Garage Inc
Address: 6255 E US 22+3 MORROW OH 45152
By: Richard Dare, its duly authorized President
Name Title

hereinafter known as "Contractor."

Recitals

Whereas, from time to time, the WCSO has need for the provision of towing and vehicle storage services, wrecker services and/or the removal or impound of vehicle (hereinafter "services"), in accordance with law; and

Whereas, the Contractor has adequate equipment to service tow calls from the WCSO and to remove such vehicles, and has storage facilities to store the same,

Witnesseth, that for the mutual promises contained herein, the parties do hereby agree as follows:

1. Other Contracts: The WCSO reserves the right to enter into other contracts for the same services with other Contractors. The Contractor hereby waives any claim for damages or extra compensation by reason of any real or supposed interference with the Contractor's performance of services under this contract due to these other contracts.

1.1 All Contractors will be placed on an alphabetical list for on-call rotation of services. This list will be maintained by the WCSO and provided to the Warren County Communications Center (WCCC). When requested by a WCSO employee, WCCC will contact the first Contractor whose services are available in the relevant district of patrol as established in Attachment 1. Should that Contractor be unavailable or unable to complete the service requested in a reasonable time or manner, the next available Contractor from the on-call rotation list will be contacted for services.

2. Availability: The Contractor shall be available by telephone (not pagers) to provide services twenty-four (24) hours per day, seven (7) days per week. In addition, the Contractor shall respond in a reasonable amount of time. The Contractor shall provide an estimated time of arrival. If the WCSO deems the response time is too long, WCSO may seek the next available contractor to respond. **The WCSO has the right to establish limited, areas of response to be served by Contractor based upon the geographical locations of the Contractor and their relation to established districts of patrol. The Contractor may make a request to be included in areas of response as provided in the attached district map (Attachment 1), however whether to include Contractor in an area of response shall be at the**

discretion of the WCSO. The Contractor shall notify the WCSO of any periods during which the Contractor shall be unavailable to provide services.

3. Services:

- A. Services include vehicle retrieval/removal, loading, securing, scene clean-up, and storage of the vehicle(s) as designated by the WCSO.
- B. All vehicles towed pursuant to this contract shall be towed to the Contractor's place of business unless the WCSO requests the vehicle be towed to another location including, but not limited to: The Warren County Sheriff's Office, Warren County Drug Task Force or the Miami Valley Regional Crime Lab.
- C. The Contractor agrees that when towing a vehicle ordered into storage by the WCSO, it shall deliver that vehicle to the location designated by the WCSO not more than two (2) hours after it is removed.
- D. The Contractor shall not respond to the scene of an accident or emergency for purposes of providing towing or wrecker services unless dispatched to the location by the WCSO, or unless engaged by a third person having a direct ownership interest in the vehicle(s) involved.
- E. WCSO employees, when at the scene, are completely in charge of the scene or event, and the Contractor shall at all times follow the directions of the WCSO employee regarding scene safety.

4. Storage:

- A. The Contractor shall have adequate storage space for vehicles; this includes storage of buses, commercial tractor/trailers and semitrailers, if equipped to tow such vehicles, when the need arises. The storage area must comply with Ohio Revised Code and local zoning and health regulations. The Contractor shall not store towed vehicle upon public streets, alleys or other public ways or unprotected private property. The Contractor shall properly and within two (2) hours secure all vehicles towed at the request of the WCSO.
- B. If a towed vehicle which has been ordered into the Contractor's possession is stored at a location other than the Contractor's place of business, it is the responsibility of the Contractor to promptly provide transportation for the person claiming the vehicle. It shall further be the duty of the Contractor to render assistance in delivering the vehicle from its storage space when necessary.
- C. The Contractor shall be available to release any vehicle stored pursuant to this contract, except those vehicles which require a release from the WCSO, between the hours of 9:00 a.m. and 5:00 p.m., Monday through Friday, excluding National Holidays. Upon the presentation of proof of ownership of the vehicle, the Contractor shall permit

the owner to retrieve any personal items from the vehicle without retrieving the vehicle or paying any fee during these same hours; however, that no owner shall be permitted to retrieve any personal items if the WCSO placed a hold on the personal items in the vehicle. For purposes of this contract, personal items do not include items attached to the motor vehicle.

- D. The Contractor agrees not to release any impounded or seized vehicle which requires a release except upon the written order of the WCSO. If the vehicle requires a release, the WCSO shall place a hold on the vehicle and the Contractor shall assume custody of the vehicle until the same is released by the WCSO.

5. Fees:

A. Vehicles Ordered Impounded/Seized:

- Vehicles which gross vehicle weight is under 10,000 pounds:

Towing Fees: \$200.00

Storage Fee: Not more than \$25.00 per twenty-four (24) hours after initial
twenty-four (24) hours.

- Vehicles which gross vehicle weight are over 10,000 pounds (Heavy Duty): The contractor is expected to stay within the usual customary rates as established and on file.

- B. Vehicles Towed from Private Residential or Agricultural Property will be in strict compliance with ORC 4513.60.

- C. Additional charges may be applied when the wait time exceeds one (1) hour upon arrival on scene, when there is extensive scene cleanup, or when additional wreckers or labor are required at the scene. Should additional wreckers be required the established rates above are applicable. Additional labor may be billed in fifteen (15) minute increments, up to a maximum of \$100.00 per hour.

- D. If the owner of an abandoned vehicle arrives after the vehicle has been prepared for removal but before the actual removal, the Contractor must give the vehicle owner the opportunity to pay a fee of not more than \$75.00 for vehicles under 10,000 pounds and not more than established rates for Heavy Duty vehicles in order to obtain release of the vehicle. Upon payment of the fee, the Contractor shall give the owner a receipt showing both the full towing fee normally assessed and the actual amount received, and shall release the vehicle to the owner.

- E. The WCSO reserves the right to review any charges made by the Contractor pursuant to this contract. If the WCSO deems necessary it shall conduct an administrative review of the Contractor procedure and charges. If the Contractor is found to have violated any terms of this contract, the Contractor may be suspended or removed from the rotation.

6. Release of Vehicles:

- A. Abandoned Vehicles: If the WCSO requests the vehicle be towed because it is an abandoned vehicle, once the vehicle has been towed, the vehicle owner is responsible for paying the towing and storage fees to reclaim the vehicle. The Contractor may release the vehicle to the owner, upon proof of ownership and payment of charges due, without the approval of the WCSO. This shall be clearly marked on the Tow Card provided by the WCSO employee.
- B. Seized Vehicles: If the WCSO orders a vehicle be towed for any other reason, and the Tow Card is marked "Hold", the Contractor shall not release the vehicle without prior written approval of the WCSO.
- C. Unclaimed Vehicles: The Contractor shall notify the WCSO of any vehicle ordered into storage; a hold has not been placed, and has not been claimed within thirty (30) days. The WCSO shall then have the right, in its sole discretion, to:
 - Sell the vehicle at public auction and pay the towing and storage fees from the proceeds of the sale; or
 - Assign the vehicle to the Contractor by delivering to the Contractor two copies of the salvage certificate title. If the WCSO assigns the vehicle to the Contractor, such assignment shall be in full satisfaction for any towing and storage fees due on the vehicle. Upon disposing of said vehicle, the Contractor must complete the required Tow Company Profit Report Form provided by the WCSO and immediately return to the WCSO.

7. Abandoned Junk Motor Vehicles:

- A. An abandoned junk motor vehicle means a vehicle that is:
 - Three (3) years old or older;
 - Extensively damaged (missing wheels, tires, motor, transmission, etc.);
 - Apparently inoperable; and
 - Has a fair market value of \$1,500.00 or less.
- B. The Contractor shall complete the required Abandoned Motor Vehicle Form provided by the WCSO. The Contractor must provide on the form a true and accurate description of the vehicle, as well as a true estimate of the vehicle's value. Upon receiving the required form, the WCSO shall take detailed photographs and execute the required paperwork.
- C. The WCSO shall execute in quadruplicate the affidavit prescribed by the registrar of the motor vehicles, describing the motor vehicle and the manner in which it was disposed of. Monies received by the Contractor from the disposal of a junk motor vehicle are in full satisfaction of any towing and storage fees due on the vehicle.

- D. If the vehicle meets the definition of junk motor vehicle excepting that it is not three (3) years old, the vehicle shall be stored by the Contractor and not immediately disposed of. The Contractor shall then notify the WCSO of any such vehicle which is not claimed within thirty (30) days and it shall be classified as an Unclaimed Vehicle as listed in Section 6. C.

8. Responsibilities and Indemnification:

- A. The Contractor hereby agrees to assume responsibility for the vehicle from the time the vehicle is prepared for towing until such time as the vehicle is no longer in the Contractor's physical control. Further, the Contractor agrees that it shall be solely responsible and assumes all liability for any and all damages caused during or after towing and storage including, but not limited to, missing, stolen or exchanged parts or accessories, or damage to the interior or exterior of the vehicle.
- B. The Contractor hereby agrees to protect, indemnify and hold harmless the County, WCSO, its employees, officials, divisions and departments against any and all actions, claims, demands or liabilities for injury or damage to persons or property arising from the performance of the Contractor's duties under this contract by any person, and shall pay all expenses which the WCSO and/or County may incur in the investigation and/or defense of any such claim, including attorney fees and court costs.
- C. Notwithstanding the foregoing, the Contractor shall not bear liability for any claims caused by the WCSO wrongfully ordering a vehicle to be towed and/or stored.

9. Insurance:

- A. The Contractor shall not commence work under the contract until it has obtained all insurance required under this paragraph. The policies shall also protect the WCSO and County and their employees and agents as additional insured parties. Certified copies of the insurance policies, fully executed by officers of the insurance company, shall be submitted with the executed contract. Coverage shall be provided through insurance companies licensed to do business in the State of Ohio and with a Best Rating of A- or better.
- B. During the term of the contract, the Contractor shall provide evidence of insurance in the amounts stated below. The Contractor may also be required to submit the original insurance policies for inspection and approval of the County. Said policies shall provide that they cannot be cancelled, permitted to expire, or be changed without fifteen (15) days advanced written notice to the County. The Contractor shall provide all insurance required by this contract.
- C. The Contractor shall maintain during the life of the contract, Comprehensive General Liability Insurance with limits of \$1,000,000.00 Per Occurrence, \$2,000,000.00/Aggregate, with no interruption of coverage during the entire term of the contract. No policy of Comprehensive General Liability coverage that provides only

excess coverage for an additional insurance is permitted. Contractor shall also carry Automobile Liability Insurance with limits of \$1,000,000.00 Per Occurrence/Aggregate. Such policies shall protect the Contractor and the County from any and all claims or damages for bodily injury, including accidental death, as well as any and all claims for property damage, during the performance of services under the Contract, whether such performance be by the Contractor, any subcontractor, or by anyone directly or indirectly employed by either of them, or in any such manner as would impose liability on the County. Contractor agrees that if any Comprehensive General Liability coverage is on a "claims made" basis, the policy provide that in the event this contract is terminated, Contractor shall continue such policy in effect for the period of any statute or statutes of limitation application to claims thereby insured, notwithstanding the termination of contract.

10. Term: This contract shall be in effect from **January 1, 2024** through **December 31, 2024**. Thereafter, this contract shall automatically renew for one-year terms. However, this contract may be terminated by either party at any time and for any reason upon fifteen (15) days written notice to the other party. Notice shall be deemed given upon receipt and shall be delivered by certified mail, return receipt requested, to the other party's address or shall be hand delivered. The contract terms and prices for services rendered shall also be reviewed periodically by the parties.

11. Safety Regulations:

- A. The Contractor shall at all times exercise every precaution for the protection of persons, including its employees, and property, and shall guard against creating any unnecessarily hazardous condition.
- B. The Contractor shall keep itself fully informed of, and shall strictly observe and comply with, all applicable federal, state, county, city and local laws, rules, regulations, and ordinances. Specifically, the Contractor shall meet all requirements of the Public Utilities Commission of Ohio (PUCO), including Federal Motor Carrier Safety Regulations (FMCSR), unless exempt from PUCO's registration requirements and FMCSR. In addition, the Contractor shall be required to give all notices and pay all fees for any required permits, licenses or inspections.
- C. Should the Contractor at any time find that any requirement of the contract is at variance with any applicable law, rule, regulation, requirement, order or decree, it shall promptly notify the Warren County Sheriff.

12. Assignment: Neither this contract, nor any part thereof, nor any funds to be received thereunder by the Contractor shall be assigned, except upon prior written permission of the County.

13. Independent Contractor Status: At all times during the term of the contract, the Contractor shall be and remain as an Independent Contractor with respect to all services performed under the contract. The Contractor agrees that all income reporting requirements to the U.S.

Government, the State of Ohio and any local governments are its responsibility and not that of the County. The Contractor shall be responsible for the payment of all taxes including, but not limited to, federal, state and local taxes; social security taxes, unemployment insurance taxes and any other taxes or license fees required by law, for its officers, agents and employees. The Contractor agrees that neither it, nor any of its officers, agents or employees are entitled to receive worker's compensation, unemployment compensation, vacation leave, sick leave or any other fringe benefits provided to the employees of the County or any other County agency under this contract. Contractor acknowledges that under this contract the County is not required to contribute to the Ohio Public Employees Retirement System on behalf of the Contractor, its officers, agents or employees, nor is the Contractor eligible to contribute to or receive benefits from said system.

14. This contract represents the entire and integrated agreement of the parties, and supersedes all prior negotiations, representations, and/or agreements, written or oral. This contract may only be modified or amended by a written agreement between the parties. This contract, and all rights and obligations of the parties hereunder, shall be construed and governed by the laws of the State of Ohio with venue located in the courts of Warren County, Ohio. To the extent that any provision of this contract is held to be invalid, that provision shall be deemed deleted from this contract and the remaining provisions shall remain in full force and effect.

Witness our signatures:

Contractor:

Richard Dave
Signature

Richard Dave
Print Name

President
Title

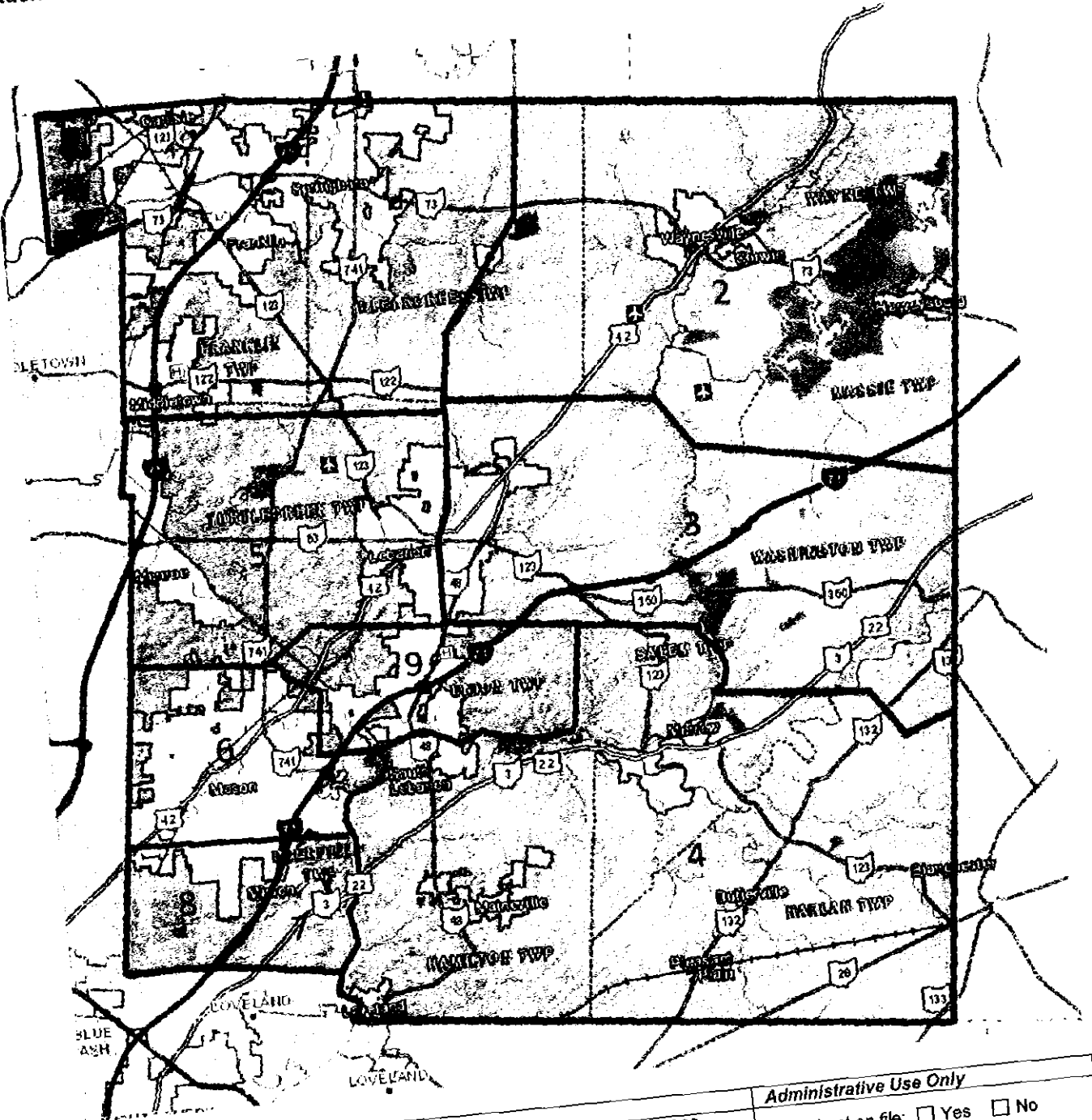
Board of Warren County Commissioners:

By *Shannon Jones*
President, pursuant to Resolution No. 1675

APPROVED AS TO FORM

Derek B. Faulkner
Derek B. Faulkner
Asst. Prosecuting Attorney

Attachment 1



<p>Contractor must complete the following:</p>	<p><i>Administrative Use Only</i></p>
<p>Indicate if you are capable of towing vehicles which weigh more than 10,000 pounds: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>Rate sheet on file: <input type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>Using the District Map above, indicate which Districts you wish to serve:</p> <p><input type="checkbox"/> 1 <input type="checkbox"/> 2 <input checked="" type="checkbox"/> 3 <input checked="" type="checkbox"/> 4 <input type="checkbox"/> 5 <input type="checkbox"/> 6 <input type="checkbox"/> 7 <input type="checkbox"/> 8 <input type="checkbox"/> 9</p>	<p>Based on geographical location of the Contractor, are these service Districts approved? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>

Warren County, Ohio
Towing Contract for the Warren County Sheriff's Office

This Contract is made this 1 day of December, 2023 by and between the Board of Warren County Commissioners "County" on behalf of the Warren County Sheriff's Office "WCSO", 822 Memorial Drive, Lebanon, Ohio 45036, and

Company name: Englewood Truck Towing + Recovery
Address: 1100 OH 122 Bldg. C Lebanon, OH 45036 Corporate Address: 7510 Jacks Ln. Clayton, OH 45315
By: Ryan Cecrle, its duly authorized Vice President
Name Title

hereinafter known as "Contractor."

Recitals

Whereas, from time to time, the WCSO has need for the provision of towing and vehicle storage services, wrecker services and/or the removal or impound of vehicle (hereinafter "services"), in accordance with law; and

Whereas, the Contractor has adequate equipment to service tow calls from the WCSO and to remove such vehicles, and has storage facilities to store the same,

Witnesseth, that for the mutual promises contained herein, the parties do hereby agree as follows:

1. Other Contracts: The WCSO reserves the right to enter into other contracts for the same services with other Contractors. The Contractor hereby waives any claim for damages or extra compensation by reason of any real or supposed interference with the Contractor's performance of services under this contract due to these other contracts.

1.1 All Contractors will be placed on an alphabetical list for on-call rotation of services. This list will be maintained by the WCSO and provided to the Warren County Communications Center (WCCC). When requested by a WCSO employee, WCCC will contact the first Contractor whose services are available in the relevant district of patrol as established in Attachment 1. Should that Contractor be unavailable or unable to complete the service requested in a reasonable time or manner, the next available Contractor from the on-call rotation list will be contacted for services.

2. Availability: The Contractor shall be available by telephone (not pagers) to provide services twenty-four (24) hours per day, seven (7) days per week. In addition, the Contractor shall respond in a reasonable amount of time. The Contractor shall provide an estimated time of arrival. If the WCSO deems the response time is too long, WCSO may seek the next available contractor to respond. **The WCSO has the right to establish limited, areas of response to be served by Contractor based upon the geographical locations of the Contractor and their relation to established districts of patrol. The Contractor may make a request to be included in areas of response as provided in the attached district map (Attachment 1), however whether to include Contractor in an area of response shall be at the**

discretion of the WCSO. The Contractor shall notify the WCSO of any periods during which the Contractor shall be unavailable to provide services.

3. Services:

- A. Services include vehicle retrieval/removal, loading, securing, scene clean-up, and storage of the vehicle(s) as designated by the WCSO.
- B. All vehicles towed pursuant to this contract shall be towed to the Contactor's place of business unless the WCSO requests the vehicle be towed to another location including, but not limited to: The Warren County Sheriff's Office, Warren County Drug Task Force or the Miami Valley Regional Crime Lab.
- C. The Contractor agrees that when towing a vehicle ordered into storage by the WCSO, it shall deliver that vehicle to the location designated by the WCSO not more than two (2) hours after it is removed.
- D. The Contractor shall not respond to the scene of an accident or emergency for purposes of providing towing or wrecker services unless dispatched to the location by the WCSO, or unless engaged by a third person having a direct ownership interest in the vehicle(s) involved.
- E. WCSO employees, when at the scene, are completely in charge of the scene or event, and the Contractor shall at all times follow the directions of the WCSO employee regarding scene safety.

4. Storage:

- A. The Contractor shall have adequate storage space for vehicles; this includes storage of buses, commercial tractor/trailers and semitrailers, if equipped to tow such vehicles, when the need arises. The storage area must comply with Ohio Revised Code and local zoning and health regulations. The Contractor shall not store towed vehicle upon public streets, alleys or other public ways or unprotected private property, The Contractor shall properly and within two (2) hours secure all vehicles towed at the request of the WCSO.
- B. If a towed vehicle which has been ordered into the Contractors possession is stored at a location other than the Contractor's place of business, it is the responsibility of the Contractor to promptly provide transportation for the person claiming the vehicle. It shall further be the duty of the Contractor to render assistance in delivering the vehicle from its storage space when necessary.
- C. The Contractor shall be available to release any vehicle stored pursuant to this contract, except those vehicles which require a release from the WCSO, between the hours of 9:00 a.m. and 5:00 p.m., Monday through Friday, excluding National Holidays. Upon the presentation of proof of ownership of the vehicle, the Contractor shall permit

the owner to retrieve any personal items from the vehicle without retrieving the vehicle or paying any fee during these same hours; however, that no owner shall be permitted to retrieve any personal items if the WCSO placed a hold on the personal items in the vehicle. For purposes of this contract, personal items do not include items attached to the motor vehicle.

- D. The Contractor agrees not to release any impounded or seized vehicle which requires a release except upon the written order of the WCSO. If the vehicle requires a release, the WCSO shall place a hold on the vehicle and the Contractor shall assume custody of the vehicle until the same is released by the WCSO.

5. Fees:

A. Vehicles Ordered Impounded/Seized:

- Vehicles which gross vehicle weight is under 10,000 pounds:

Towing Fees: \$200.00

Storage Fee: Not more than \$25.00 per twenty-four (24) hours after initial
twenty-four (24) hours.

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- B. Vehicles Towed from Private Residential or Agricultural Property will be in strict compliance with ORC 4513.60.

- C. Additional charges may be applied when the wait time exceeds one (1) hour upon arrival on scene, when there is extensive scene cleanup, or when additional wreckers or labor are required at the scene. Should additional wreckers be required the established rates above are applicable. Additional labor may be billed in fifteen (15) minute increments, up to a maximum of \$100.00 per hour.

- D. If the owner of an abandoned vehicle arrives after the vehicle has been prepared for removal but before the actual removal, the Contractor must give the vehicle owner the opportunity to pay a fee of not more than \$75.00 for vehicles under 10,000 pounds and not more than established rates for Heavy Duty vehicles in order to obtain release of the vehicle. Upon payment of the fee, the Contractor shall give the owner a receipt showing both the full towing fee normally assessed and the actual amount received, and shall release the vehicle to the owner.

- E. The WCSO reserves the right to review any charges made by the Contractor pursuant to this contract. If the WCSO deems necessary it shall conduct an administrative review of the Contractor procedure and charges. If the Contractor is found to have violated any terms of this contract, the Contractor may be suspended or removed from the rotation.

6. Release of Vehicles:

- A. Abandoned Vehicles: If the WCSO requests the vehicle be towed because it is an abandoned vehicle, once the vehicle has been towed, the vehicle owner is responsible for paying the towing and storage fees to reclaim the vehicle. The Contractor may release the vehicle to the owner, upon proof of ownership and payment of charges due, without the approval of the WCSO. This shall be clearly marked on the Tow Card provided by the WCSO employee.
- B. Seized Vehicles: If the WCSO orders a vehicle be towed for any other reason, and the Tow Card is marked "Hold", the Contractor shall not release the vehicle without prior written approval of the WCSO.
- C. Unclaimed Vehicles: The Contractor shall notify the WCSO of any vehicle ordered into storage; a hold has not been placed, and has not been claimed within thirty (30) days. The WCSO shall then have the right, in its sole discretion, to:
 - Sell the vehicle at public auction and pay the towing and storage fees from the proceeds of the sale; or
 - Assign the vehicle to the Contractor by delivering to the Contractor two copies of the salvage certificate title. If the WCSO assigns the vehicle to the Contractor, such assignment shall be in full satisfaction for any towing and storage fees due on the vehicle. Upon disposing of said vehicle, the Contractor must complete the required Tow Company Profit Report Form provided by the WCSO and immediately return to the WCSO.

7. Abandoned Junk Motor Vehicles:

- A. An abandoned junk motor vehicle means a vehicle that is:
 - Three (3) years old or older;
 - Extensively damaged (missing wheels, tires, motor, transmission, etc.);
 - Apparently inoperable; and
 - Has a fair market value of \$1,500.00 or less.
- B. The Contractor shall complete the required Abandoned Motor Vehicle Form provided by the WCSO. The Contractor must provide on the form a true and accurate description of the vehicle, as well as a true estimate of the vehicle's value. Upon receiving the required form, the WCSO shall take detailed photographs and execute the required paperwork.
- C. The WCSO shall execute in quadruplicate the affidavit prescribed by the registrar of the motor vehicles, describing the motor vehicle and the manner in which it was disposed of. Monies received by the Contractor from the disposal of a junk motor vehicle are in full satisfaction of any towing and storage fees due on the vehicle.

- D. If the vehicle meets the definition of junk motor vehicle excepting that it is not three (3) years old, the vehicle shall be stored by the Contractor and not immediately disposed of. The Contractor shall then notify the WCSO of any such vehicle which is not claimed within thirty (30) days and it shall be classified as an Unclaimed Vehicle as listed in Section 6. C.

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- A. The Contractor hereby agrees to assume responsibility for the vehicle from the time the vehicle is prepared for towing until such time as the vehicle is no longer in the Contractor's physical control. Further, the Contractor agrees that it shall be solely responsible and assumes all liability for any and all damages caused during or after towing and storage including, but not limited to, missing, stolen or exchanged parts or accessories, or damage to the interior or exterior of the vehicle.
- B. The Contractor hereby agrees to protect, indemnify and hold harmless the County, WCSO, its employees, officials, divisions and departments against any and all actions, claims, demands or liabilities for injury or damage to persons or property arising from the performance of the Contractor's duties under this contract by any person, and shall pay all expenses which the WCSO and/or County may incur in the investigation and/or defense of any such claim, including attorney fees and court costs.
- C. Notwithstanding the foregoing, the Contractor shall not bear liability for any claims caused by the WCSO wrongfully ordering a vehicle to be towed and/or stored.

9. Insurance:

- A. The Contractor shall not commence work under the contract until it has obtained all insurance required under this paragraph. The policies shall also protect the WCSO and County and their employees and agents as additional insured parties. Certified copies of the insurance policies, fully executed by officers of the insurance company, shall be submitted with the executed contract. Coverage shall be provided through insurance companies licensed to do business in the State of Ohio and with a Best Rating of A- or better.
- B. During the term of the contract, the Contractor shall provide evidence of insurance in the amounts stated below. The Contractor may also be required to submit the original insurance policies for inspection and approval of the County. Said policies shall provide that they cannot be cancelled, permitted to expire, or be changed without fifteen (15) days advanced written notice to the County. The Contractor shall provide all insurance required by this contract.
- C. The Contractor shall maintain during the life of the contract, Comprehensive General Liability Insurance with limits of \$1,000,000.00 Per Occurrence, \$2,000,000.00/Aggregate, with no interruption of coverage during the entire term of the contract. No policy of Comprehensive General Liability coverage that provides only

excess coverage for an additional insurance is permitted. Contractor shall also carry Automobile Liability Insurance with limits of \$1,000,000.00 Per Occurrence/Aggregate. Such policies shall protect the Contractor and the County from any and all claims or damages for bodily injury, including accidental death, as well as any and all claims for property damage, during the performance of services under the Contract, whether such performance be by the Contractor, any subcontractor, or by anyone directly or indirectly employed by either of them, or in any such manner as would impose liability on the County. Contractor agrees that if any Comprehensive General Liability coverage is on a "claims made" basis, the policy provide that in the event this contract is terminated, Contractor shall continue such policy in effect for the period of any statute or statutes of limitation application to claims thereby insured, notwithstanding the termination of contract.

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11. Safety Regulations:

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- B. The Contractor shall keep itself fully informed of, and shall strictly observe and comply with, all applicable federal, state, county, city and local laws, rules, regulations, and ordinances. Specifically, the Contractor shall meet all requirements of the Public Utilities Commission of Ohio (PUCO), including Federal Motor Carrier Safety Regulations (FMCSR), unless exempt from PUCO's registration requirements and FMCSR. In addition, the Contractor shall be required to give all notices and pay all fees for any required permits, licenses or inspections.
- C. Should the Contractor at any time find that any requirement of the contract is at variance with any applicable law, rule, regulation, requirement, order or decree, it shall promptly notify the Warren County Sheriff.

12. Assignment: Neither this contract, nor any part thereof, nor any funds to be received thereunder by the Contractor shall be assigned, except upon prior written permission of the County.

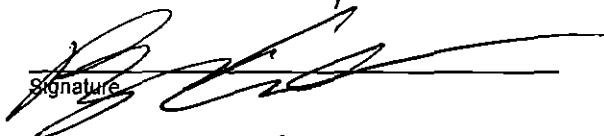
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Government, the State of Ohio and any local governments are its responsibility and not that of the County. The Contractor shall be responsible for the payment of all taxes including, but not limited to, federal, state and local taxes; social security taxes, unemployment insurance taxes and any other taxes or license fees required by law, for its officers, agents and employees. The Contractor agrees that neither it, nor any of its officers, agents or employees are entitled to receive worker's compensation, unemployment compensation, vacation leave, sick leave or any other fringe benefits provided to the employees of the County or any other County agency under this contract. Contractor acknowledges that under this contract the County is not required to contribute to the Ohio Public Employees Retirement System on behalf of the Contractor, its officers, agents or employees, nor is the Contractor eligible to contribute to or receive benefits from said system.

14. This contract represents the entire and integrated agreement of the parties, and supersedes all prior negotiations, representations, and/or agreements, written or oral. This contract may only be modified or amended by a written agreement between the parties. This contract, and all rights and obligations of the parties hereunder, shall be construed and governed by the laws of the State of Ohio with venue located in the courts of Warren County, Ohio. To the extent that any provision of this contract is held to be invalid, that provision shall be deemed deleted from this contract and the remaining provisions shall remain in full force and effect.

Witness our signatures:

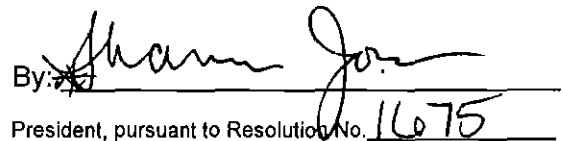
Contractor: Englewood Truck Towing +
Recovery


Signature

Ryan Cecrle
Print Name

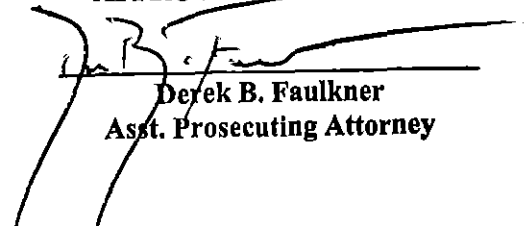
Vice Pres.
Title

Board of Warren County Commissioners:

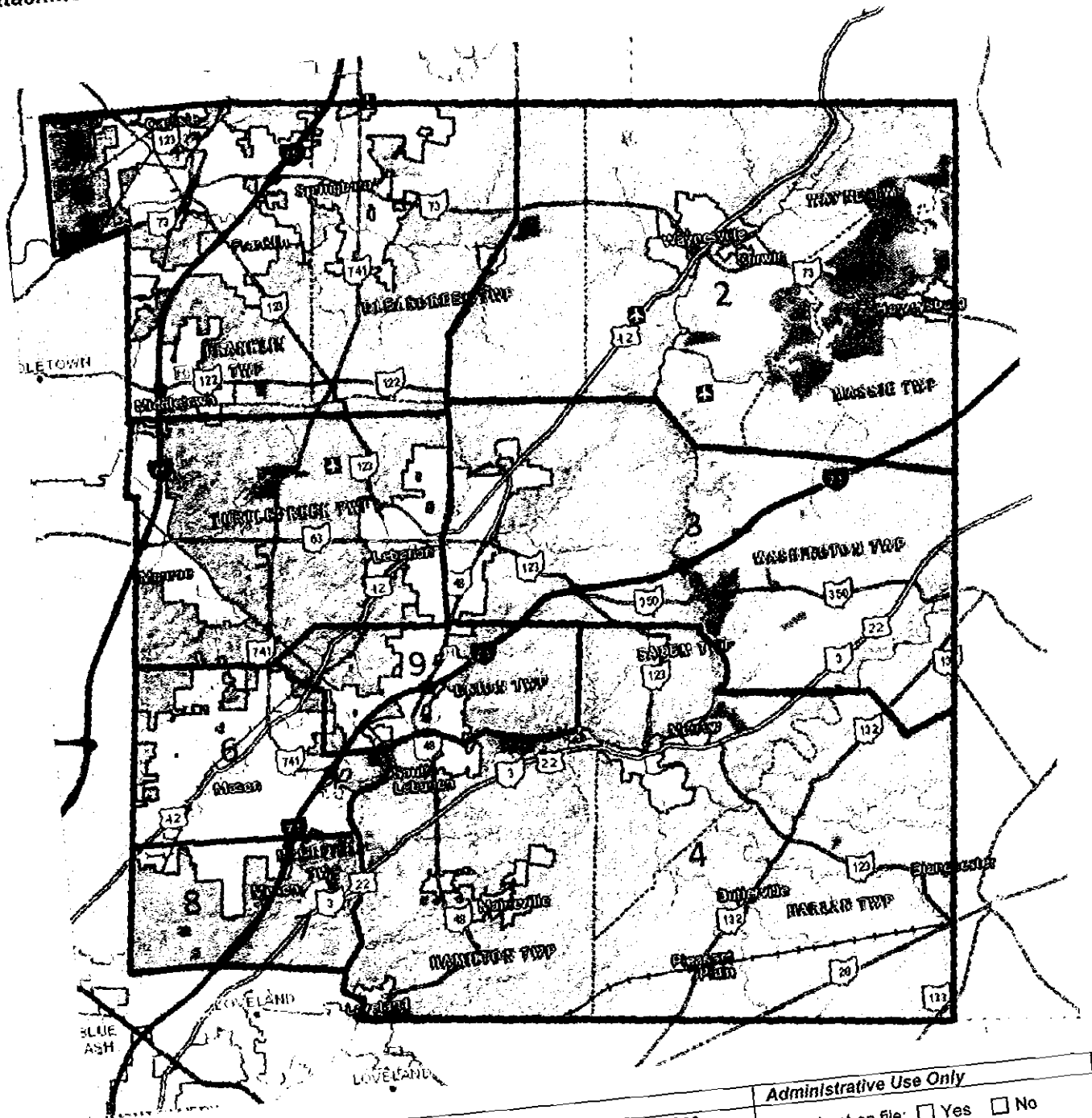
BY: 
President, pursuant to Resolution No. 1675

Note: We only offer heavy duty towing services.

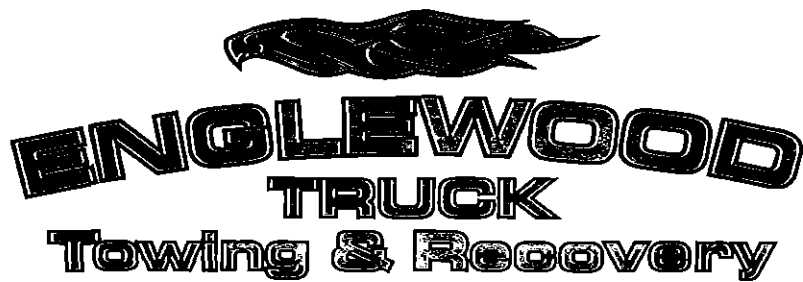
~~APPROVED AS TO FORM~~


Derek B. Faulkner
Asst. Prosecuting Attorney

Attachment 1



<p>Contractor must complete the following:</p>	<p>Administrative Use Only</p>
<p>Indicate if you are capable of towing vehicles which weigh more than 10,000 pounds: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No * Heavy Duty Services Only *</p>	<p>Rate sheet on file: <input type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>Using the District Map above, indicate which Districts you wish to serve:</p>	<p>Based on geographical location of the Contractor, are these service Districts approved? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p><input checked="" type="checkbox"/> 1 <input checked="" type="checkbox"/> 2 <input checked="" type="checkbox"/> 3 <input checked="" type="checkbox"/> 4 <input checked="" type="checkbox"/> 5 <input checked="" type="checkbox"/> 6 <input checked="" type="checkbox"/> 7 <input checked="" type="checkbox"/> 8 <input checked="" type="checkbox"/> 9</p>	



ENGLEWOOD
TRUCK
Towing & Recovery

7510 Jacks Ln.
Clayton, OH 45315

Phone: (937) 836-5109
Fax: (937) 832-2486

The Heavy-Duty Professionals

Mission:

To provide peace of mind to our customer base and the communities we serve through our world class towing and transportation solutions. We accomplish this by our commitment to professionalism, safety, quality of work, and quick response times. We cultivate a safe and ethical culture where employees are empowered, and customer's expectations are exceeded on a repeat basis.

Capability Statement:

Englewood Truck Towing and Recovery will comply with all requirements in the accompanying Towing Contract for the Warren County Sheriff's Office. We are requesting to be placed on all 9 districts.

Note: We only offer Heavy Duty Towing services in Warren County.

- Warren County Address: 1100 OH 122 Bldg. C Lebanon, OH 45036
- 24/7 Dispatch Phone Number: 937-836-5109
 - Toll Free Number: 888-513-1000
 - Fax Number: 937-832-2486
- Primary Contact Information: Ryan Cecrle – Vice President
 - Email: ryan@englewoodtruck.com
 - Phone Number: 937-836-5109 Cell: 937-604-4177
- Secondary Contact Information: Shaun Hoskins – Towing Manager
 - Email: shaun@englewoodtruck.com
 - Phone Number: 937-836-5109 Cell: 937-478-4851

Company Description:

Englewood Truck Towing and Recovery is a full-service provider in the towing and recovery industry. We have been offering towing and recovery services to Southwest Ohio for over 70 years. We have over 80 trucks, trailers, and support equipment available 24/7/365 for all applicable towing and recovery purposes. We have terminals in Montgomery County, Darke County, Miami County, Butler County, Warren County, and Wayne County, IN.

Englewood Truck can handle any type of towing and recovery situation that may arise. We are able to tow/recover a wide array of vehicles ranging from automobiles, motorcycles, and box trucks to dump trucks, buses, and tractor trailers. We have extensive experience in incident management such as motor vehicle crashes, Haz Mat spill containment, air cushion recoveries and large vehicle rollovers. We are TIMS certified. This is quick clear training that teaches our operators different procedures to minimize traffic delays, open the roadway quicker, and minimize secondary crashes.

Englewood Truck's Warren County terminal is located at 1100 OH 122 Bldg. C Lebanon, OH 45036. This facility is properly fenced and lit for a secure impound area. A 50 Ton Heavy Duty Rotator and multiple heavy duty wreckers are based out of this facility. By having a location and wreckers that are centrally located in the County, we feel we can have a great response time to any incident within the County. Our insurance exceeds the requirements set forth in the contract (see attached COI).

Englewood Truck's fleet mainly consists of tractors, trailers, heavy duty wreckers, and service trucks. Other equipment includes light, and medium duty wreckers, rollback carriers, a 75 ton rotator, a 60 ton rotator, a 50 ton rotator, and a 35 ton rotator. Support equipment includes light towers, arrow boards, rolloff containers, emergency response truck, skid loaders with attachments, air cushion recovery system, fuel transfer/recovery trailers, Landoll trailers, low boy trailers, and van trailers to name a few.

We offer 24/7/365 live dispatch. Our dispatch software is a CAD system that handles all of our dispatch and storage records. Our dispatch system integrates with our GPS system. All of our vehicles are monitored with GPS tracking units with live feeds to give updates of responding units to an incident. This also allows our drivers to respond to the exact destination given.

Englewood Truck's primary customer base consists of municipalities and commercial accounts. By focusing our core business on servicing commercial fleets and municipalities we have learned what their needs are when they are contracting with a towing vendor. We know they want the quickest response possible and the peace of mind knowing that the job will get done.

We look forward to continuing to serve the Warren County Sheriff's Department for their heavy duty towing and recovery needs.

Thank you,



Ryan Ceerle

Warren County, Ohio
Towing Contract for the Warren County Sheriff's Office

This Contract is made this 30 day of October, 2023 by and between the Board of Warren County Commissioners "County" on behalf of the Warren County Sheriff's Office "WCSO", 822 Memorial Drive, Lebanon, Ohio 45036, and

Company name: Generation Motors LLC

Address: 432 Mission Ln. Franklin, OH 45005

By: Randy Shannon, its duly authorized Owner
Name Title

hereinafter known as "Contractor."

Recitals

Whereas, from time to time, the WCSO has need for the provision of towing and vehicle storage services, wrecker services and/or the removal or impound of vehicle (hereinafter "services"), in accordance with law; and

Whereas, the Contractor has adequate equipment to service tow calls from the WCSO and to remove such vehicles, and has storage facilities to store the same,

Witnesseth, that for the mutual promises contained herein, the parties do hereby agree as follows:

1. Other Contracts: The WCSO reserves the right to enter into other contracts for the same services with other Contractors. The Contractor hereby waives any claim for damages or extra compensation by reason of any real or supposed interference with the Contractor's performance of services under this contract due to these other contracts.
 - 1.1 All Contractors will be placed on an alphabetical list for on-call rotation of services. This list will be maintained by the WCSO and provided to the Warren County Communications Center (WCCC). When requested by a WCSO employee, WCCC will contact the first Contractor whose services are available in the relevant district of patrol as established in Attachment 1. Should that Contractor be unavailable or unable to complete the service requested in a reasonable time or manner, the next available Contractor from the on-call rotation list will be contacted for services.
2. Availability: The Contractor shall be available by telephone (not pagers) to provide services twenty-four (24) hours per day, seven (7) days per week. In addition, the Contractor shall respond in a reasonable amount of time. The Contractor shall provide an estimated time of arrival. If the WCSO deems the response time is too long, WCSO may seek the next available contractor to respond. **The WCSO has the right to establish limited, areas of response to be served by Contractor based upon the geographical locations of the Contractor and their relation to established districts of patrol. The Contractor may make a request to be included in areas of response as provided in the attached district map (Attachment 1), however whether to include Contractor in an area of response shall be at the**

discretion of the WCSO. The Contractor shall notify the WCSO of any periods during which the Contractor shall be unavailable to provide services.

3. Services:

- A. Services include vehicle retrieval/removal, loading, securing, scene clean-up, and storage of the vehicle(s) as designated by the WCSO.
- B. All vehicles towed pursuant to this contract shall be towed to the Contractor's place of business unless the WCSO requests the vehicle be towed to another location including, but not limited to: The Warren County Sheriff's Office, Warren County Drug Task Force or the Miami Valley Regional Crime Lab.
- C. The Contractor agrees that when towing a vehicle ordered into storage by the WCSO, it shall deliver that vehicle to the location designated by the WCSO not more than two (2) hours after it is removed.
- D. The Contractor shall not respond to the scene of an accident or emergency for purposes of providing towing or wrecker services unless dispatched to the location by the WCSO, or unless engaged by a third person having a direct ownership interest in the vehicle(s) involved.
- E. WCSO employees, when at the scene, are completely in charge of the scene or event, and the Contractor shall at all times follow the directions of the WCSO employee regarding scene safety.

4. Storage:

- A. The Contractor shall have adequate storage space for vehicles; this includes storage of buses, commercial tractor/trailers and semitrailers, if equipped to tow such vehicles, when the need arises. The storage area must comply with Ohio Revised Code and local zoning and health regulations. The Contractor shall not store towed vehicle upon public streets, alleys or other public ways or unprotected private property. The Contractor shall properly and within two (2) hours secure all vehicles towed at the request of the WCSO.
- B. If a towed vehicle which has been ordered into the Contractor's possession is stored at a location other than the Contractor's place of business, it is the responsibility of the Contractor to promptly provide transportation for the person claiming the vehicle. It shall further be the duty of the Contractor to render assistance in delivering the vehicle from its storage space when necessary.
- C. The Contractor shall be available to release any vehicle stored pursuant to this contract, except those vehicles which require a release from the WCSO, between the hours of 9:00 a.m. and 5:00 p.m., Monday through Friday, excluding National Holidays. Upon the presentation of proof of ownership of the vehicle, the Contractor shall permit

the owner to retrieve any personal items from the vehicle without retrieving the vehicle or paying any fee during these same hours; however, that no owner shall be permitted to retrieve any personal items if the WCSO placed a hold on the personal items in the vehicle. For purposes of this contract, personal items do not include items attached to the motor vehicle.

- D. The Contractor agrees not to release any impounded or seized vehicle which requires a release except upon the written order of the WCSO. If the vehicle requires a release, the WCSO shall place a hold on the vehicle and the Contractor shall assume custody of the vehicle until the same is released by the WCSO.

5. Fees:

A. Vehicles Ordered Impounded/Seized:

- Vehicles which gross vehicle weight is under 10,000 pounds:

Towing Fees: \$200.00

Storage Fee: Not more than \$25.00 per twenty-four (24) hours after initial twenty-four (24) hours.

- Vehicles which gross vehicle weight are over 10,000 pounds (Heavy Duty): The contractor is expected to stay within the usual customary rates as established and on file.

- B. Vehicles Towed from Private Residential or Agricultural Property will be in strict compliance with ORC 4513.60.

- C. Additional charges may be applied when the wait time exceeds one (1) hour upon arrival on scene, when there is extensive scene cleanup, or when additional wreckers or labor are required at the scene. Should additional wreckers be required the established rates above are applicable. Additional labor may be billed in fifteen (15) minute increments, up to a maximum of \$100.00 per hour.

- D. If the owner of an abandoned vehicle arrives after the vehicle has been prepared for removal but before the actual removal, the Contractor must give the vehicle owner the opportunity to pay a fee of not more than \$75.00 for vehicles under 10,000 pounds and not more than established rates for Heavy Duty vehicles in order to obtain release of the vehicle. Upon payment of the fee, the Contractor shall give the owner a receipt showing both the full towing fee normally assessed and the actual amount received, and shall release the vehicle to the owner.

- E. The WCSO reserves the right to review any charges made by the Contractor pursuant to this contract. If the WCSO deems necessary it shall conduct an administrative review of the Contractor procedure and charges. If the Contractor is found to have violated any terms of this contract, the Contractor may be suspended or removed from the rotation.

6. Release of Vehicles:

- A. Abandoned Vehicles: If the WCSO requests the vehicle be towed because it is an abandoned vehicle, once the vehicle has been towed, the vehicle owner is responsible for paying the towing and storage fees to reclaim the vehicle. The Contractor may release the vehicle to the owner, upon proof of ownership and payment of charges due, without the approval of the WCSO. This shall be clearly marked on the Tow Card provided by the WCSO employee.
- B. Seized Vehicles: If the WCSO orders a vehicle be towed for any other reason, and the Tow Card is marked "Hold", the Contractor shall not release the vehicle without prior written approval of the WCSO.
- C. Unclaimed Vehicles: The Contractor shall notify the WCSO of any vehicle ordered into storage; a hold has not been placed, and has not been claimed within thirty (30) days. The WCSO shall then have the right, in its sole discretion, to:
 - Sell the vehicle at public auction and pay the towing and storage fees from the proceeds of the sale; or
 - Assign the vehicle to the Contractor by delivering to the Contractor two copies of the salvage certificate title. If the WCSO assigns the vehicle to the Contractor, such assignment shall be in full satisfaction for any towing and storage fees due on the vehicle. Upon disposing of said vehicle, the Contractor must complete the required Tow Company Profit Report Form provided by the WCSO and immediately return to the WCSO.

7. Abandoned Junk Motor Vehicles:

- A. An abandoned junk motor vehicle means a vehicle that is:
 - Three (3) years old or older;
 - Extensively damaged (missing wheels, tires, motor, transmission, etc.);
 - Apparently inoperable; and
 - Has a fair market value of \$1,500.00 or less.
- B. The Contractor shall complete the required Abandoned Motor Vehicle Form provided by the WCSO. The Contractor must provide on the form a true and accurate description of the vehicle, as well as a true estimate of the vehicle's value. Upon receiving the required form, the WCSO shall take detailed photographs and execute the required paperwork.
- C. The WCSO shall execute in quadruplicate the affidavit prescribed by the registrar of the motor vehicles, describing the motor vehicle and the manner in which it was disposed of. Monies received by the Contractor from the disposal of a junk motor vehicle are in full satisfaction of any towing and storage fees due on the vehicle.

- D. If the vehicle meets the definition of junk motor vehicle excepting that it is not three (3) years old, the vehicle shall be stored by the Contractor and not immediately disposed of. The Contractor shall then notify the WCSO of any such vehicle which is not claimed within thirty (30) days and it shall be classified as an Unclaimed Vehicle as listed in Section 6. C.

8. Responsibilities and Indemnification:

- A. The Contractor hereby agrees to assume responsibility for the vehicle from the time the vehicle is prepared for towing until such time as the vehicle is no longer in the Contractor's physical control. Further, the Contractor agrees that it shall be solely responsible and assumes all liability for any and all damages caused during or after towing and storage including, but not limited to, missing, stolen or exchanged parts or accessories, or damage to the interior or exterior of the vehicle.
- B. The Contractor hereby agrees to protect, indemnify and hold harmless the County, WCSO, its employees, officials, divisions and departments against any and all actions, claims, demands or liabilities for injury or damage to persons or property arising from the performance of the Contractor's duties under this contract by any person, and shall pay all expenses which the WCSO and/or County may incur in the investigation and/or defense of any such claim, including attorney fees and court costs.
- C. Notwithstanding the foregoing, the Contractor shall not bear liability for any claims caused by the WCSO wrongfully ordering a vehicle to be towed and/or stored.

9. Insurance:

- A. The Contractor shall not commence work under the contract until it has obtained all insurance required under this paragraph. The policies shall also protect the WCSO and County and their employees and agents as additional insured parties. Certified copies of the insurance policies, fully executed by officers of the insurance company, shall be submitted with the executed contract. Coverage shall be provided through insurance companies licensed to do business in the State of Ohio and with a Best Rating of A- or better.
- B. During the term of the contract, the Contractor shall provide evidence of insurance in the amounts stated below. The Contractor may also be required to submit the original insurance policies for inspection and approval of the County. Said policies shall provide that they cannot be cancelled, permitted to expire, or be changed without fifteen (15) days advanced written notice to the County. The Contractor shall provide all insurance required by this contract.
- C. The Contractor shall maintain during the life of the contract, Comprehensive General Liability Insurance with limits of \$1,000,000.00 Per Occurrence, \$2,000,000.00/Aggregate, with no interruption of coverage during the entire term of the contract. No policy of Comprehensive General Liability coverage that provides only

excess coverage for an additional insurance is permitted. Contractor shall also carry Automobile Liability Insurance with limits of \$1,000,000.00 Per Occurrence/Aggregate. Such policies shall protect the Contractor and the County from any and all claims or damages for bodily injury, including accidental death, as well as any and all claims for property damage, during the performance of services under the Contract, whether such performance be by the Contractor, any subcontractor, or by anyone directly or indirectly employed by either of them, or in any such manner as would impose liability on the County. Contractor agrees that if any Comprehensive General Liability coverage is on a "claims made" basis, the policy provide that in the event this contract is terminated, Contractor shall continue such policy in effect for the period of any statute or statutes of limitation application to claims thereby insured, notwithstanding the termination of contract.

10. Term: This contract shall be in effect from **January 1, 2024** through **December 31, 2024**. Thereafter, this contract shall automatically renew for one-year terms. However, this contract may be terminated by either party at any time and for any reason upon fifteen (15) days written notice to the other party. Notice shall be deemed given upon receipt and shall be delivered by certified mail, return receipt requested, to the other party's address or shall be hand delivered. The contract terms and prices for services rendered shall also be reviewed periodically by the parties.

11. Safety Regulations:

- A. The Contractor shall at all times exercise every precaution for the protection of persons, including its employees, and property, and shall guard against creating any unnecessarily hazardous condition.
- B. The Contractor shall keep itself fully informed of, and shall strictly observe and comply with, all applicable federal, state, county, city and local laws, rules, regulations, and ordinances. Specifically, the Contractor shall meet all requirements of the Public Utilities Commission of Ohio (PUCO), including Federal Motor Carrier Safety Regulations (FMCSR), unless exempt from PUCO's registration requirements and FMCSR. In addition, the Contractor shall be required to give all notices and pay all fees for any required permits, licenses or inspections.
- C. Should the Contractor at any time find that any requirement of the contract is at variance with any applicable law, rule, regulation, requirement, order or decree, it shall promptly notify the Warren County Sheriff.

12. Assignment: Neither this contract, nor any part thereof, nor any funds to be received thereunder by the Contractor shall be assigned, except upon prior written permission of the County.

13. Independent Contractor Status: At all times during the term of the contract, the Contractor shall be and remain as an Independent Contractor with respect to all services performed under the contract. The Contractor agrees that all income reporting requirements to the U.S.

Government, the State of Ohio and any local governments are its responsibility and not that of the County. The Contractor shall be responsible for the payment of all taxes including, but not limited to, federal, state and local taxes; social security taxes, unemployment insurance taxes and any other taxes or license fees required by law, for its officers, agents and employees. The Contractor agrees that neither it, nor any of its officers, agents or employees are entitled to receive worker's compensation, unemployment compensation, vacation leave, sick leave or any other fringe benefits provided to the employees of the County or any other County agency under this contract. Contractor acknowledges that under this contract the County is not required to contribute to the Ohio Public Employees Retirement System on behalf of the Contractor, its officers, agents or employees, nor is the Contractor eligible to contribute to or receive benefits from said system.

14. This contract represents the entire and integrated agreement of the parties, and supersedes all prior negotiations, representations, and/or agreements, written or oral. This contract may only be modified or amended by a written agreement between the parties. This contract, and all rights and obligations of the parties hereunder, shall be construed and governed by the laws of the State of Ohio with venue located in the courts of Warren County, Ohio. To the extent that any provision of this contract is held to be invalid, that provision shall be deemed deleted from this contract and the remaining provisions shall remain in full force and effect.

Witness our signatures:

Contractor:



Signature


Randy Shannon

Print Name

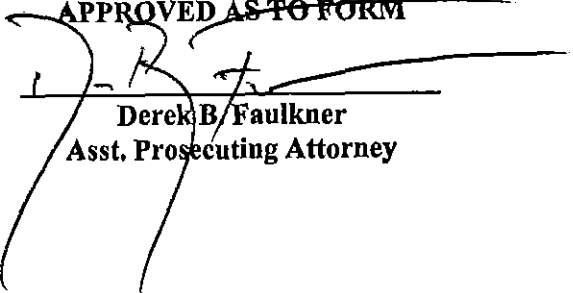
Owner

Title

Board of Warren County Commissioners:

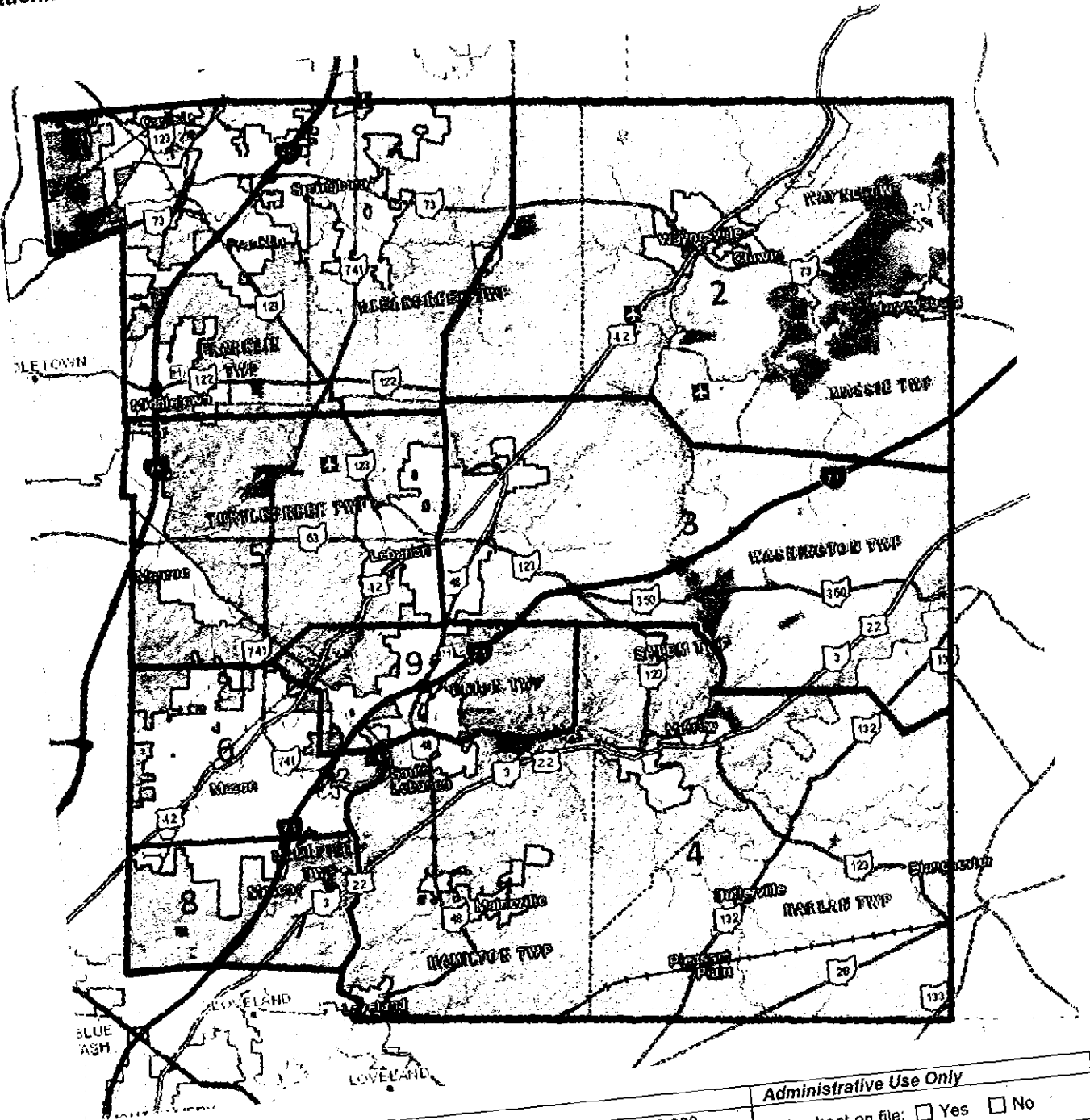
By: 

President, pursuant to Resolution No. 1675

APPROVED AS TO FORM


Derek B. Faulkner
Asst. Prosecuting Attorney

Attachment 1



<p>Contractor must complete the following:</p> <p>Indicate if you are capable of towing vehicles which weigh more than 10,000 pounds: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>Using the District Map above, indicate which Districts you wish to serve:</p>	<p>Administrative Use Only</p> <p>Rate sheet on file: <input type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p><input checked="" type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5 <input type="checkbox"/> 6 <input type="checkbox"/> 7 <input type="checkbox"/> 8 <input type="checkbox"/> 9</p>	<p>Based on geographical location of the Contractor, are these service Districts approved? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>

Warren County, Ohio
Towing Contract for the Warren County Sheriff's Office

This Contract is made this 7th day of OCTOBER, 2023 by and between the Board of Warren County Commissioners "County" on behalf of the Warren County Sheriff's Office "WCSO", 822 Memorial Drive, Lebanon, Ohio 45036, and

Company name: HAMMELL'S AUTO & TOWING

Address: 7572 BUTLER WARREN RD., MASON, OH. 45040

By: STEVEN L. HAMMELL, its duly authorized OWNER
Name Title

hereinafter known as "Contractor."

Recitals

Whereas, from time to time, the WCSO has need for the provision of towing and vehicle storage services, wrecker services and/or the removal or impound of vehicle (hereinafter "services"), in accordance with law; and

Whereas, the Contractor has adequate equipment to service tow calls from the WCSO and to remove such vehicles, and has storage facilities to store the same,

Witnesseth, that for the mutual promises contained herein, the parties do hereby agree as follows:

1. Other Contracts: The WCSO reserves the right to enter into other contracts for the same services with other Contractors. The Contractor hereby waives any claim for damages or extra compensation by reason of any real or supposed interference with the Contractor's performance of services under this contract due to these other contracts.

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2. Availability: The Contractor shall be available by telephone (not pagers) to provide services twenty-four (24) hours per day, seven (7) days per week. In addition, the Contractor shall respond in a reasonable amount of time. The Contractor shall provide an estimated time of arrival. If the WCSO deems the response time is too long, WCSO may seek the next available contractor to respond. **The WCSO has the right to establish limited, areas of response to be served by Contractor based upon the geographical locations of the Contractor and their relation to established districts of patrol. The Contractor may make a request to be included in areas of response as provided in the attached district map (Attachment 1), however whether to include Contractor in an area of response shall be at the**

discretion of the WCSO. The Contractor shall notify the WCSO of any periods during which the Contractor shall be unavailable to provide services.

3. Services:

- A. Services include vehicle retrieval/removal, loading, securing, scene clean-up, and storage of the vehicle(s) as designated by the WCSO.
- B. All vehicles towed pursuant to this contract shall be towed to the Contractor's place of business unless the WCSO requests the vehicle be towed to another location including, but not limited to: The Warren County Sheriff's Office, Warren County Drug Task Force or the Miami Valley Regional Crime Lab.
- C. The Contractor agrees that when towing a vehicle ordered into storage by the WCSO, it shall deliver that vehicle to the location designated by the WCSO not more than two (2) hours after it is removed.
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A. Vehicles Ordered Impounded/Seized:

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Towing Fees: \$200.00

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 - Sell the vehicle at public auction and pay the towing and storage fees from the proceeds of the sale; or
 - Assign the vehicle to the Contractor by delivering to the Contractor two copies of the salvage certificate title. If the WCSO assigns the vehicle to the Contractor, such assignment shall be in full satisfaction for any towing and storage fees due on the vehicle. Upon disposing of said vehicle, the Contractor must complete the required Tow Company Profit Report Form provided by the WCSO and immediately return to the WCSO.

7. Abandoned Junk Motor Vehicles:

- A. An abandoned junk motor vehicle means a vehicle that is:
 - Three (3) years old or older;
 - Extensively damaged (missing wheels, tires, motor, transmission, etc.);
 - Apparently inoperable; and
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- B. The Contractor shall complete the required Abandoned Motor Vehicle Form provided by the WCSO. The Contractor must provide on the form a true and accurate description of the vehicle, as well as a true estimate of the vehicle's value. Upon receiving the required form, the WCSO shall take detailed photographs and execute the required paperwork.
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- B. The Contractor hereby agrees to protect, indemnify and hold harmless the County, WCSO, its employees, officials, divisions and departments against any and all actions, claims, demands or liabilities for injury or damage to persons or property arising from the performance of the Contractor's duties under this contract by any person, and shall pay all expenses which the WCSO and/or County may incur in the investigation and/or defense of any such claim, including attorney fees and court costs.
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- A. The Contractor shall not commence work under the contract until it has obtained all insurance required under this paragraph. The policies shall also protect the WCSO and County and their employees and agents as additional insured parties. Certified copies of the insurance policies, fully executed by officers of the insurance company, shall be submitted with the executed contract. Coverage shall be provided through insurance companies licensed to do business in the State of Ohio and with a Best Rating of A- or better.
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- C. The Contractor shall maintain during the life of the contract, Comprehensive General Liability Insurance with limits of \$1,000,000.00 Per Occurrence, \$2,000,000.00/Aggregate, with no interruption of coverage during the entire term of the contract. No policy of Comprehensive General Liability coverage that provides only

excess coverage for an additional insurance is permitted. Contractor shall also carry Automobile Liability Insurance with limits of \$1,000,000.00 Per Occurrence/Aggregate. Such policies shall protect the Contractor and the County from any and all claims or damages for bodily injury, including accidental death, as well as any and all claims for property damage, during the performance of services under the Contract, whether such performance be by the Contractor, any subcontractor, or by anyone directly or indirectly employed by either of them, or in any such manner as would impose liability on the County. Contractor agrees that if any Comprehensive General Liability coverage is on a "claims made" basis, the policy provide that in the event this contract is terminated, Contractor shall continue such policy in effect for the period of any statute or statutes of limitation application to claims thereby insured, notwithstanding the termination of contract.

10. Term: This contract shall be in effect from **January 1, 2024** through **December 31, 2024**. Thereafter, this contract shall automatically renew for one-year terms. However, this contract may be terminated by either party at any time and for any reason upon fifteen (15) days written notice to the other party. Notice shall be deemed given upon receipt and shall be delivered by certified mail, return receipt requested, to the other party's address or shall be hand delivered. The contract terms and prices for services rendered shall also be reviewed periodically by the parties.

11. Safety Regulations:

- A. The Contractor shall at all times exercise every precaution for the protection of persons, including its employees, and property, and shall guard against creating any unnecessarily hazardous condition.
- B. The Contractor shall keep itself fully informed of, and shall strictly observe and comply with, all applicable federal, state, county, city and local laws, rules, regulations, and ordinances. Specifically, the Contractor shall meet all requirements of the Public Utilities Commission of Ohio (PUCO), including Federal Motor Carrier Safety Regulations (FMCSR), unless exempt from PUCO's registration requirements and FMCSR. In addition, the Contractor shall be required to give all notices and pay all fees for any required permits, licenses or inspections.
- C. Should the Contractor at any time find that any requirement of the contract is at variance with any applicable law, rule, regulation, requirement, order or decree, it shall promptly notify the Warren County Sheriff.

12. Assignment: Neither this contract, nor any part thereof, nor any funds to be received thereunder by the Contractor shall be assigned, except upon prior written permission of the County.

13. Independent Contractor Status: At all times during the term of the contract, the Contractor shall be and remain as an Independent Contractor with respect to all services performed under the contract. The Contractor agrees that all income reporting requirements to the U.S.

Government, the State of Ohio and any local governments are its responsibility and not that of the County. The Contractor shall be responsible for the payment of all taxes including, but not limited to, federal, state and local taxes; social security taxes, unemployment insurance taxes and any other taxes or license fees required by law, for its officers, agents and employees. The Contractor agrees that neither it, nor any of its officers, agents or employees are entitled to receive worker's compensation, unemployment compensation, vacation leave, sick leave or any other fringe benefits provided to the employees of the County or any other County agency under this contract. Contractor acknowledges that under this contract the County is not required to contribute to the Ohio Public Employees Retirement System on behalf of the Contractor, its officers, agents or employees, nor is the Contractor eligible to contribute to or receive benefits from said system.

14. This contract represents the entire and integrated agreement of the parties, and supersedes all prior negotiations, representations, and/or agreements, written or oral. This contract may only be modified or amended by a written agreement between the parties. This contract, and all rights and obligations of the parties hereunder, shall be construed and governed by the laws of the State of Ohio with venue located in the courts of Warren County, Ohio. To the extent that any provision of this contract is held to be invalid, that provision shall be deemed deleted from this contract and the remaining provisions shall remain in full force and effect.

Witness our signatures:

Contractor:

Steven L. Hammell
Signature

STEVEN L. HAMMELL
Print Name

OWNER
Title

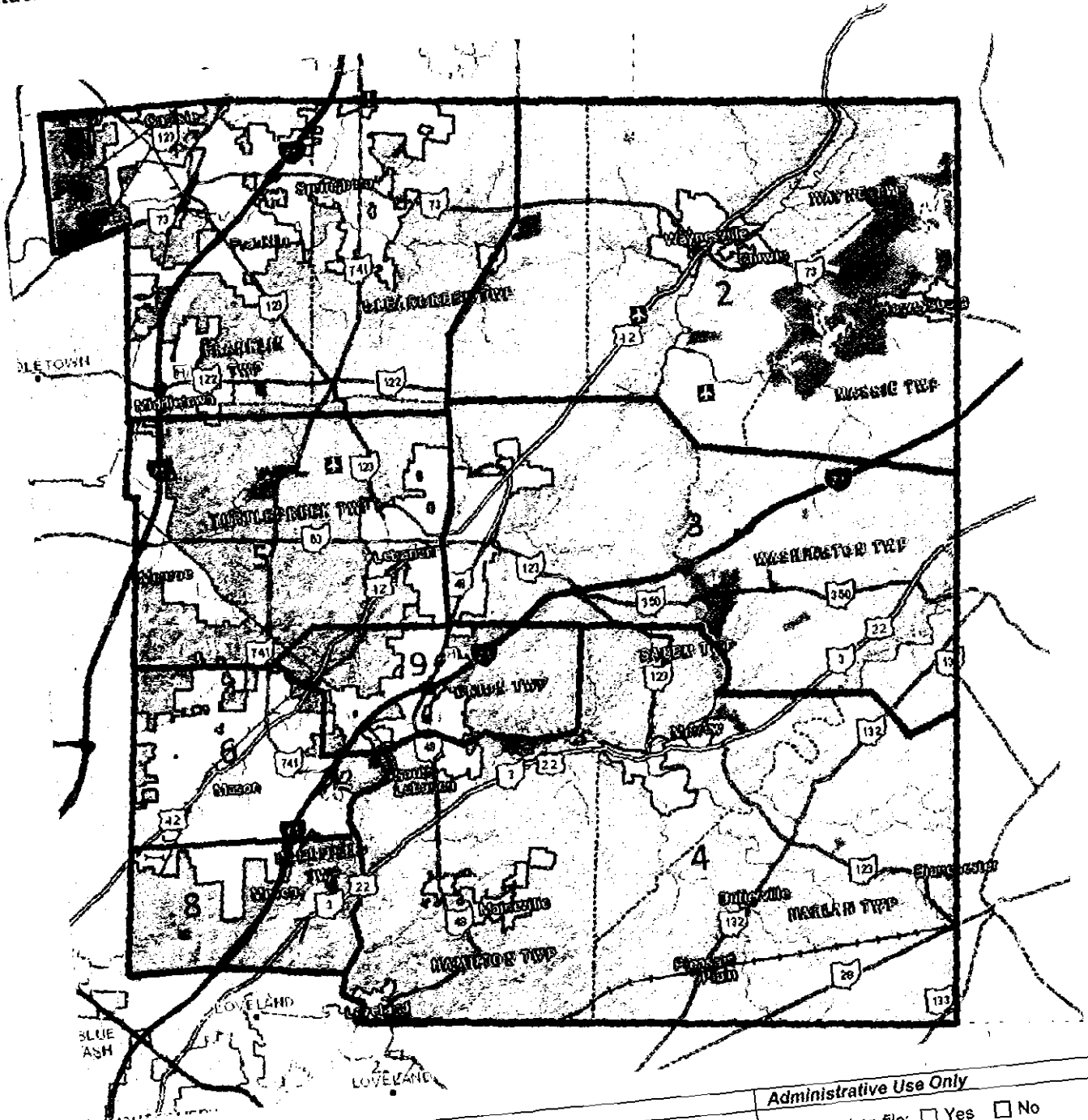
Board of Warren County Commissioners:

By: [Signature]
President, pursuant to Resolution No. 1675

APPROVED AS TO FORM

[Signature]
Derek B. Faulkner
Asst. Prosecuting Attorney

Attachment 1



<p>Contractor must complete the following:</p> <p>Indicate if you are capable of towing vehicles which weigh more than 10,000 pounds: <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Using the District Map above, indicate which Districts you wish to serve:</p>	<p>Administrative Use Only</p> <p>Rate sheet on file: <input type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p><input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5 <input checked="" type="checkbox"/> 6 <input checked="" type="checkbox"/> 7 <input checked="" type="checkbox"/> 8 <input type="checkbox"/> 9</p>	<p>Based on geographical location of the Contractor, are these service Districts approved? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>

Warren County, Ohio
Towing Contract for the Warren County Sheriff's Office

This Contract is made this 30 day of October, 2023 by and between the Board of Warren County Commissioners "County" on behalf of the Warren County Sheriff's Office "WCSO", 822 Memorial Drive, Lebanon, Ohio 45036, and

Company name: Jacob's Towing Inc.

Address: 558 W. Main St. Lebanon OH 45036

By: Brandy Jacob, its duly authorized CFO
Name Title

hereinafter known as "Contractor."

Recitals

Whereas, from time to time, the WCSO has need for the provision of towing and vehicle storage services, wrecker services and/or the removal or impound of vehicle (hereinafter "services"), in accordance with law; and

Whereas, the Contractor has adequate equipment to service tow calls from the WCSO and to remove such vehicles, and has storage facilities to store the same,

Witnesseth, that for the mutual promises contained herein, the parties do hereby agree as follows:

1. Other Contracts: The WCSO reserves the right to enter into other contracts for the same services with other Contractors. The Contractor hereby waives any claim for damages or extra compensation by reason of any real or supposed interference with the Contractor's performance of services under this contract due to these other contracts.

1.1 All Contractors will be placed on an alphabetical list for on-call rotation of services. This list will be maintained by the WCSO and provided to the Warren County Communications Center (WCCC). When requested by a WCSO employee, WCCC will contact the first Contractor whose services are available in the relevant district of patrol as established in Attachment 1. Should that Contractor be unavailable or unable to complete the service requested in a reasonable time or manner, the next available Contractor from the on-call rotation list will be contacted for services.

2. Availability: The Contractor shall be available by telephone (not pagers) to provide services twenty-four (24) hours per day, seven (7) days per week. In addition, the Contractor shall respond in a reasonable amount of time. The Contractor shall provide an estimated time of arrival. If the WCSO deems the response time is too long, WCSO may seek the next available contractor to respond. **The WCSO has the right to establish limited, areas of response to be served by Contractor based upon the geographical locations of the Contractor and their relation to established districts of patrol. The Contractor may make a request to be included in areas of response as provided in the attached district map (Attachment 1), however whether to include Contractor in an area of response shall be at the**

discretion of the WCSO. The Contractor shall notify the WCSO of any periods during which the Contractor shall be unavailable to provide services.

3. Services:

- A. Services include vehicle retrieval/removal, loading, securing, scene clean-up, and storage of the vehicle(s) as designated by the WCSO.
- B. All vehicles towed pursuant to this contract shall be towed to the Contractor's place of business unless the WCSO requests the vehicle be towed to another location including, but not limited to: The Warren County Sheriff's Office, Warren County Drug Task Force or the Miami Valley Regional Crime Lab.
- C. The Contractor agrees that when towing a vehicle ordered into storage by the WCSO, it shall deliver that vehicle to the location designated by the WCSO not more than two (2) hours after it is removed.
- D. The Contractor shall not respond to the scene of an accident or emergency for purposes of providing towing or wrecker services unless dispatched to the location by the WCSO, or unless engaged by a third person having a direct ownership interest in the vehicle(s) involved.
- E. WCSO employees, when at the scene, are completely in charge of the scene or event, and the Contractor shall at all times follow the directions of the WCSO employee regarding scene safety.

4. Storage:

- A. The Contractor shall have adequate storage space for vehicles; this includes storage of buses, commercial tractor/trailers and semitrailers, if equipped to tow such vehicles, when the need arises. The storage area must comply with Ohio Revised Code and local zoning and health regulations. The Contractor shall not store towed vehicle upon public streets, alleys or other public ways or unprotected private property, The Contractor shall properly and within two (2) hours secure all vehicles towed at the request of the WCSO.
- B. If a towed vehicle which has been ordered into the Contractor's possession is stored at a location other than the Contractor's place of business, it is the responsibility of the Contractor to promptly provide transportation for the person claiming the vehicle. It shall further be the duty of the Contractor to render assistance in delivering the vehicle from its storage space when necessary.
- C. The Contractor shall be available to release any vehicle stored pursuant to this contract, except those vehicles which require a release from the WCSO, between the hours of 9:00 a.m. and 5:00 p.m., Monday through Friday, excluding National Holidays. Upon the presentation of proof of ownership of the vehicle, the Contractor shall permit

the owner to retrieve any personal items from the vehicle without retrieving the vehicle or paying any fee during these same hours; however, that no owner shall be permitted to retrieve any personal items if the WCSO placed a hold on the personal items in the vehicle. For purposes of this contract, personal items do not include items attached to the motor vehicle.

- D. The Contractor agrees not to release any impounded or seized vehicle which requires a release except upon the written order of the WCSO. If the vehicle requires a release, the WCSO shall place a hold on the vehicle and the Contractor shall assume custody of the vehicle until the same is released by the WCSO.

5. Fees:

A. Vehicles Ordered Impounded/Seized:

- Vehicles which gross vehicle weight is under 10,000 pounds:

Towing Fees: \$200.00

Storage Fee: Not more than \$25.00 per twenty-four (24) hours after initial twenty-four (24) hours.

- Vehicles which gross vehicle weight are over 10,000 pounds (Heavy Duty): The contractor is expected to stay within the usual customary rates as established and on file.

- B. Vehicles Towed from Private Residential or Agricultural Property will be in strict compliance with ORC 4513.60.

- C. Additional charges may be applied when the wait time exceeds one (1) hour upon arrival on scene, when there is extensive scene cleanup, or when additional wreckers or labor are required at the scene. Should additional wreckers be required the established rates above are applicable. Additional labor may be billed in fifteen (15) minute increments, up to a maximum of \$100.00 per hour.

- D. If the owner of an abandoned vehicle arrives after the vehicle has been prepared for removal but before the actual removal, the Contractor must give the vehicle owner the opportunity to pay a fee of not more than \$75.00 for vehicles under 10,000 pounds and not more than established rates for Heavy Duty vehicles in order to obtain release of the vehicle. Upon payment of the fee, the Contractor shall give the owner a receipt showing both the full towing fee normally assessed and the actual amount received, and shall release the vehicle to the owner.

- E. The WCSO reserves the right to review any charges made by the Contractor pursuant to this contract. If the WCSO deems necessary it shall conduct an administrative review of the Contractor procedure and charges. If the Contractor is found to have violated any terms of this contract, the Contractor may be suspended or removed from the rotation.

6. Release of Vehicles:

- A. Abandoned Vehicles: If the WCSO requests the vehicle be towed because it is an abandoned vehicle, once the vehicle has been towed, the vehicle owner is responsible for paying the towing and storage fees to reclaim the vehicle. The Contractor may release the vehicle to the owner, upon proof of ownership and payment of charges due, without the approval of the WCSO. This shall be clearly marked on the Tow Card provided by the WCSO employee.
- B. Seized Vehicles: If the WCSO orders a vehicle be towed for any other reason, and the Tow Card is marked "Hold", the Contractor shall not release the vehicle without prior written approval of the WCSO.
- C. Unclaimed Vehicles: The Contractor shall notify the WCSO of any vehicle ordered into storage; a hold has not been placed, and has not been claimed within thirty (30) days. The WCSO shall then have the right, in its sole discretion, to:
 - Sell the vehicle at public auction and pay the towing and storage fees from the proceeds of the sale; or
 - Assign the vehicle to the Contractor by delivering to the Contractor two copies of the salvage certificate title. If the WCSO assigns the vehicle to the Contractor, such assignment shall be in full satisfaction for any towing and storage fees due on the vehicle. Upon disposing of said vehicle, the Contractor must complete the required Tow Company Profit Report Form provided by the WCSO and immediately return to the WCSO.

7. Abandoned Junk Motor Vehicles:

- A. An abandoned junk motor vehicle means a vehicle that is:
 - Three (3) years old or older;
 - Extensively damaged (missing wheels, tires, motor, transmission, etc.);
 - Apparently inoperable; and
 - Has a fair market value of \$1,500.00 or less.
- B. The Contractor shall complete the required Abandoned Motor Vehicle Form provided by the WCSO. The Contractor must provide on the form a true and accurate description of the vehicle, as well as a true estimate of the vehicle's value. Upon receiving the required form, the WCSO shall take detailed photographs and execute the required paperwork.
- C. The WCSO shall execute in quadruplicate the affidavit prescribed by the registrar of the motor vehicles, describing the motor vehicle and the manner in which it was disposed of. Monies received by the Contractor from the disposal of a junk motor vehicle are in full satisfaction of any towing and storage fees due on the vehicle.

- D. If the vehicle meets the definition of junk motor vehicle excepting that it is not three (3) years old, the vehicle shall be stored by the Contractor and not immediately disposed of. The Contractor shall then notify the WCSO of any such vehicle which is not claimed within thirty (30) days and it shall be classified as an Unclaimed Vehicle as listed in Section 6. C.

8. Responsibilities and Indemnification:

- A. The Contractor hereby agrees to assume responsibility for the vehicle from the time the vehicle is prepared for towing until such time as the vehicle is no longer in the Contractor's physical control. Further, the Contractor agrees that it shall be solely responsible and assumes all liability for any and all damages caused during or after towing and storage including, but not limited to, missing, stolen or exchanged parts or accessories, or damage to the interior or exterior of the vehicle.
- B. The Contractor hereby agrees to protect, indemnify and hold harmless the County, WCSO, its employees, officials, divisions and departments against any and all actions, claims, demands or liabilities for injury or damage to persons or property arising from the performance of the Contractor's duties under this contract by any person, and shall pay all expenses which the WCSO and/or County may incur in the investigation and/or defense of any such claim, including attorney fees and court costs.
- C. Notwithstanding the foregoing, the Contractor shall not bear liability for any claims caused by the WCSO wrongfully ordering a vehicle to be towed and/or stored.

9. Insurance:

- A. The Contractor shall not commence work under the contract until it has obtained all insurance required under this paragraph. The policies shall also protect the WCSO and County and their employees and agents as additional insured parties. Certified copies of the insurance policies, fully executed by officers of the insurance company, shall be submitted with the executed contract. Coverage shall be provided through insurance companies licensed to do business in the State of Ohio and with a Best Rating of A- or better.
- B. During the term of the contract, the Contractor shall provide evidence of insurance in the amounts stated below. The Contractor may also be required to submit the original insurance policies for inspection and approval of the County. Said policies shall provide that they cannot be cancelled, permitted to expire, or be changed without fifteen (15) days advanced written notice to the County. The Contractor shall provide all insurance required by this contract.
- C. The Contractor shall maintain during the life of the contract, Comprehensive General Liability Insurance with limits of \$1,000,000.00 Per Occurrence, \$2,000,000.00/Aggregate, with no interruption of coverage during the entire term of the contract. No policy of Comprehensive General Liability coverage that provides only

excess coverage for an additional insurance is permitted. Contractor shall also carry Automobile Liability Insurance with limits of \$1,000,000.00 Per Occurrence/Aggregate. Such policies shall protect the Contractor and the County from any and all claims or damages for bodily injury, including accidental death, as well as any and all claims for property damage, during the performance of services under the Contract, whether such performance be by the Contractor, any subcontractor, or by anyone directly or indirectly employed by either of them, or in any such manner as would impose liability on the County. Contractor agrees that if any Comprehensive General Liability coverage is on a "claims made" basis, the policy provide that in the event this contract is terminated, Contractor shall continue such policy in effect for the period of any statute or statutes of limitation application to claims thereby insured, notwithstanding the termination of contract.

10. Term: This contract shall be in effect from **January 1, 2024** through **December 31, 2024**. Thereafter, this contract shall automatically renew for one-year terms. However, this contract may be terminated by either party at any time and for any reason upon fifteen (15) days written notice to the other party. Notice shall be deemed given upon receipt and shall be delivered by certified mail, return receipt requested, to the other party's address or shall be hand delivered. The contract terms and prices for services rendered shall also be reviewed periodically by the parties.

11. Safety Regulations:

- A. The Contractor shall at all times exercise every precaution for the protection of persons, including its employees, and property, and shall guard against creating any unnecessarily hazardous condition.
- B. The Contractor shall keep itself fully informed of, and shall strictly observe and comply with, all applicable federal, state, county, city and local laws, rules, regulations, and ordinances. Specifically, the Contractor shall meet all requirements of the Public Utilities Commission of Ohio (PUCO), including Federal Motor Carrier Safety Regulations (FMCSR), unless exempt from PUCO's registration requirements and FMCSR. In addition, the Contractor shall be required to give all notices and pay all fees for any required permits, licenses or inspections.
- C. Should the Contractor at any time find that any requirement of the contract is at variance with any applicable law, rule, regulation, requirement, order or decree, it shall promptly notify the Warren County Sheriff.

12. Assignment: Neither this contract, nor any part thereof, nor any funds to be received thereunder by the Contractor shall be assigned, except upon prior written permission of the County.

13. Independent Contractor Status: At all times during the term of the contract, the Contractor shall be and remain as an Independent Contractor with respect to all services performed under the contract. The Contractor agrees that all income reporting requirements to the U.S.

Government, the State of Ohio and any local governments are its responsibility and not that of the County. The Contractor shall be responsible for the payment of all taxes including, but not limited to, federal, state and local taxes; social security taxes, unemployment insurance taxes and any other taxes or license fees required by law, for its officers, agents and employees. The Contractor agrees that neither it, nor any of its officers, agents or employees are entitled to receive worker's compensation, unemployment compensation, vacation leave, sick leave or any other fringe benefits provided to the employees of the County or any other County agency under this contract. Contractor acknowledges that under this contract the County is not required to contribute to the Ohio Public Employees Retirement System on behalf of the Contractor, its officers, agents or employees, nor is the Contractor eligible to contribute to or receive benefits from said system.

14. This contract represents the entire and integrated agreement of the parties, and supersedes all prior negotiations, representations, and/or agreements, written or oral. This contract may only be modified or amended by a written agreement between the parties. This contract, and all rights and obligations of the parties hereunder, shall be construed and governed by the laws of the State of Ohio with venue located in the courts of Warren County, Ohio. To the extent that any provision of this contract is held to be invalid, that provision shall be deemed deleted from this contract and the remaining provisions shall remain in full force and effect.

Witness our signatures:

Contractor:

Brandy Jacob
Signature

Brandy Jacob
Print Name

CFO
Title

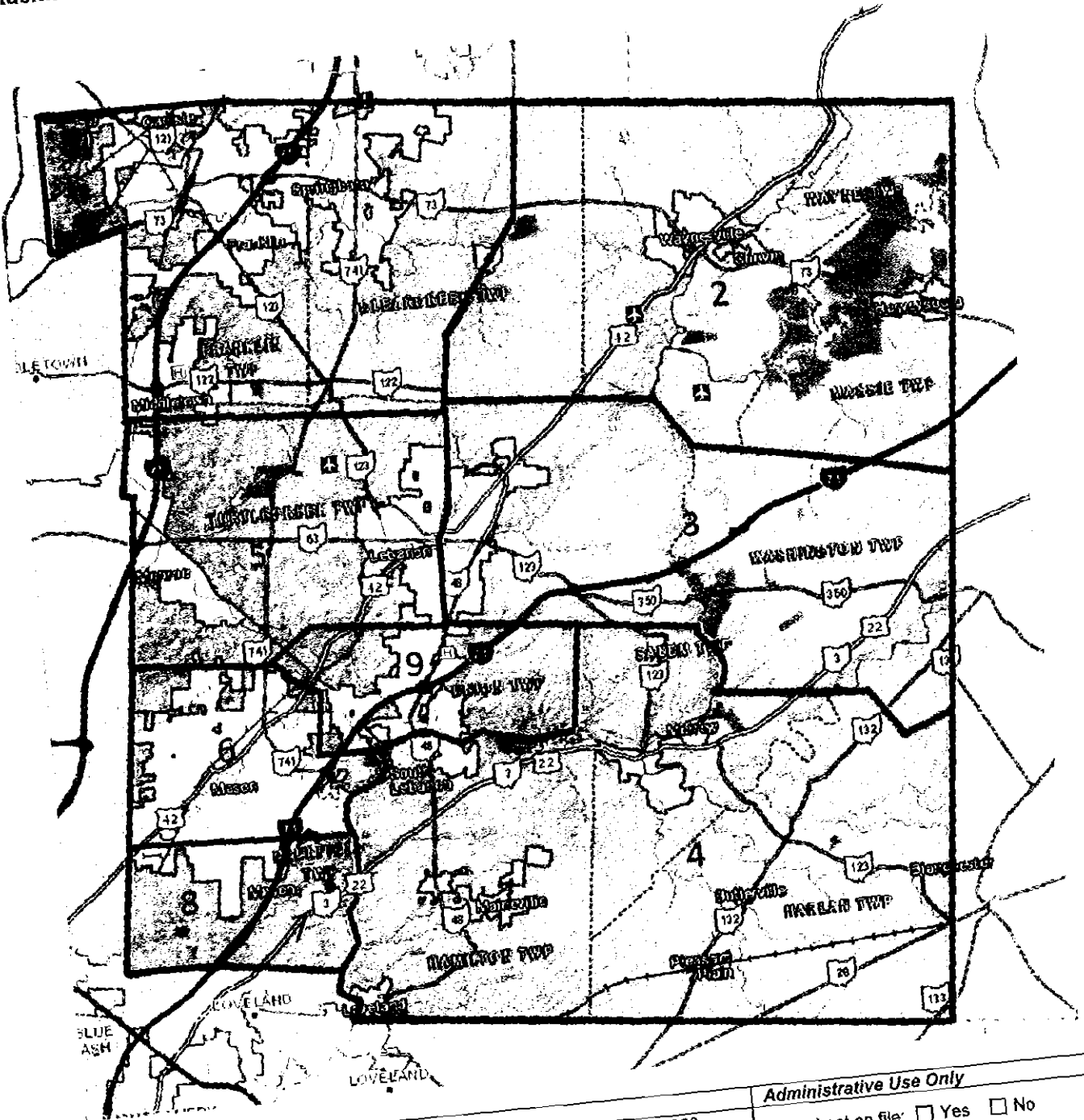
Board of Warren County Commissioners:

By: [Signature]
President, pursuant to Resolution No. 1675

~~APPROVED AS TO FORM~~

[Signature]
Derek B. Faulkner
Asst. Prosecuting Attorney

Attachment 1



<p>Contractor must complete the following:</p> <p>Indicate if you are capable of towing vehicles which weigh more than 10,000 pounds: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Using the District Map above, indicate which Districts you wish to serve:</p>	<p>Administrative Use Only</p> <p>Rate sheet on file: <input type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p><input checked="" type="checkbox"/> 1 <input checked="" type="checkbox"/> 2 <input checked="" type="checkbox"/> 3 <input checked="" type="checkbox"/> 4 <input checked="" type="checkbox"/> 5 <input checked="" type="checkbox"/> 6 <input checked="" type="checkbox"/> 7 <input checked="" type="checkbox"/> 8 <input checked="" type="checkbox"/> 9</p>	<p>Based on geographical location of the Contractor, are these service Districts approved? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>

Warren County, Ohio
Towing Contract for the Warren County Sheriff's Office

This Contract is made this 27 day of NOV., 2023 by and between the Board of Warren County Commissioners "County" on behalf of the Warren County Sheriff's Office "WCSO", 822 Memorial Drive, Lebanon, Ohio 45036, and

Company name: JOHN'S AUTO SERVICE + TOWING

Address: 255 E. PIKE ST. MORROW, OH 45152

By: JOHN PARTIN, its duly authorized OWNER
Name Title

hereinafter known as "Contractor."

Recitals

Whereas, from time to time, the WCSO has need for the provision of towing and vehicle storage services, wrecker services and/or the removal or impound of vehicle (hereinafter "services"), in accordance with law; and

Whereas, the Contractor has adequate equipment to service tow calls from the WCSO and to remove such vehicles, and has storage facilities to store the same,

Witnesseth, that for the mutual promises contained herein, the parties do hereby agree as follows:

1. Other Contracts: The WCSO reserves the right to enter into other contracts for the same services with other Contractors. The Contractor hereby waives any claim for damages or extra compensation by reason of any real or supposed interference with the Contractor's performance of services under this contract due to these other contracts.
 - 1.1 All Contractors will be placed on an alphabetical list for on-call rotation of services. This list will be maintained by the WCSO and provided to the Warren County Communications Center (WCCC). When requested by a WCSO employee, WCCC will contact the first Contractor whose services are available in the relevant district of patrol as established in Attachment 1. Should that Contractor be unavailable or unable to complete the service requested in a reasonable time or manner, the next available Contractor from the on-call rotation list will be contacted for services.
2. Availability: The Contractor shall be available by telephone (not pagers) to provide services twenty-four (24) hours per day, seven (7) days per week. In addition, the Contractor shall respond in a reasonable amount of time. The Contractor shall provide an estimated time of arrival. If the WCSO deems the response time is too long, WCSO may seek the next available contractor to respond. **The WCSO has the right to establish limited, areas of response to be served by Contractor based upon the geographical locations of the Contractor and their relation to established districts of patrol. The Contractor may make a request to be included in areas of response as provided in the attached district map (Attachment 1), however whether to include Contractor in an area of response shall be at the**

discretion of the WCSO. The Contractor shall notify the WCSO of any periods during which the Contractor shall be unavailable to provide services.

3. Services:

- A. Services include vehicle retrieval/removal, loading, securing, scene clean-up, and storage of the vehicle(s) as designated by the WCSO.
- B. All vehicles towed pursuant to this contract shall be towed to the Contractor's place of business unless the WCSO requests the vehicle be towed to another location including, but not limited to: The Warren County Sheriff's Office, Warren County Drug Task Force or the Miami Valley Regional Crime Lab.
- C. The Contractor agrees that when towing a vehicle ordered into storage by the WCSO, it shall deliver that vehicle to the location designated by the WCSO not more than two (2) hours after it is removed.
- D. The Contractor shall not respond to the scene of an accident or emergency for purposes of providing towing or wrecker services unless dispatched to the location by the WCSO, or unless engaged by a third person having a direct ownership interest in the vehicle(s) involved.
- E. WCSO employees, when at the scene, are completely in charge of the scene or event, and the Contractor shall at all times follow the directions of the WCSO employee regarding scene safety.

4. Storage:

- A. The Contractor shall have adequate storage space for vehicles; this includes storage of buses, commercial tractor/trailers and semitrailers, if equipped to tow such vehicles, when the need arises. The storage area must comply with Ohio Revised Code and local zoning and health regulations. The Contractor shall not store towed vehicle upon public streets, alleys or other public ways or unprotected private property, The Contractor shall properly and within two (2) hours secure all vehicles towed at the request of the WCSO.
- B. If a towed vehicle which has been ordered into the Contractor's possession is stored at a location other than the Contractor's place of business, it is the responsibility of the Contractor to promptly provide transportation for the person claiming the vehicle. It shall further be the duty of the Contractor to render assistance in delivering the vehicle from its storage space when necessary.
- C. The Contractor shall be available to release any vehicle stored pursuant to this contract, except those vehicles which require a release from the WCSO, between the hours of 9:00 a.m. and 5:00 p.m., Monday through Friday, excluding National Holidays. Upon the presentation of proof of ownership of the vehicle, the Contractor shall permit

the owner to retrieve any personal items from the vehicle without retrieving the vehicle or paying any fee during these same hours; however, that no owner shall be permitted to retrieve any personal items if the WCSO placed a hold on the personal items in the vehicle. For purposes of this contract, personal items do not include items attached to the motor vehicle.

- D. The Contractor agrees not to release any impounded or seized vehicle which requires a release except upon the written order of the WCSO. If the vehicle requires a release, the WCSO shall place a hold on the vehicle and the Contractor shall assume custody of the vehicle until the same is released by the WCSO.

5. Fees:

A. Vehicles Ordered Impounded/Seized:

- Vehicles which gross vehicle weight is under 10,000 pounds:

Towing Fees: \$200.00

Storage Fee: Not more than \$25.00 per twenty-four (24) hours after initial
twenty-four (24) hours.

- Vehicles which gross vehicle weight are over 10,000 pounds (Heavy Duty): The contractor is expected to stay within the usual customary rates as established and on file.

- B. Vehicles Towed from Private Residential or Agricultural Property will be in strict compliance with ORC 4513.60.

- C. Additional charges may be applied when the wait time exceeds one (1) hour upon arrival on scene, when there is extensive scene cleanup, or when additional wreckers or labor are required at the scene. Should additional wreckers be required the established rates above are applicable. Additional labor may be billed in fifteen (15) minute increments, up to a maximum of \$100.00 per hour.

- D. If the owner of an abandoned vehicle arrives after the vehicle has been prepared for removal but before the actual removal, the Contractor must give the vehicle owner the opportunity to pay a fee of not more than \$75.00 for vehicles under 10,000 pounds and not more than established rates for Heavy Duty vehicles in order to obtain release of the vehicle. Upon payment of the fee, the Contractor shall give the owner a receipt showing both the full towing fee normally assessed and the actual amount received, and shall release the vehicle to the owner.

- E. The WCSO reserves the right to review any charges made by the Contractor pursuant to this contract. If the WCSO deems necessary it shall conduct an administrative review of the Contractor procedure and charges. If the Contractor is found to have violated any terms of this contract, the Contractor may be suspended or removed from the rotation.

6. Release of Vehicles:

- A. Abandoned Vehicles: If the WCSO requests the vehicle be towed because it is an abandoned vehicle, once the vehicle has been towed, the vehicle owner is responsible for paying the towing and storage fees to reclaim the vehicle. The Contractor may release the vehicle to the owner, upon proof of ownership and payment of charges due, without the approval of the WCSO. This shall be clearly marked on the Tow Card provided by the WCSO employee.
- B. Seized Vehicles: If the WCSO orders a vehicle be towed for any other reason, and the Tow Card is marked "Hold", the Contractor shall not release the vehicle without prior written approval of the WCSO.
- C. Unclaimed Vehicles: The Contractor shall notify the WCSO of any vehicle ordered into storage; a hold has not been placed, and has not been claimed within thirty (30) days. The WCSO shall then have the right, in its sole discretion, to:
 - Sell the vehicle at public auction and pay the towing and storage fees from the proceeds of the sale; or
 - Assign the vehicle to the Contractor by delivering to the Contractor two copies of the salvage certificate title. If the WCSO assigns the vehicle to the Contractor, such assignment shall be in full satisfaction for any towing and storage fees due on the vehicle. Upon disposing of said vehicle, the Contractor must complete the required Tow Company Profit Report Form provided by the WCSO and immediately return to the WCSO.

7. Abandoned Junk Motor Vehicles:

- A. An abandoned junk motor vehicle means a vehicle that is:
 - Three (3) years old or older;
 - Extensively damaged (missing wheels, tires, motor, transmission, etc.);
 - Apparently inoperable; and
 - Has a fair market value of \$1,500.00 or less.
- B. The Contractor shall complete the required Abandoned Motor Vehicle Form provided by the WCSO. The Contractor must provide on the form a true and accurate description of the vehicle, as well as a true estimate of the vehicle's value. Upon receiving the required form, the WCSO shall take detailed photographs and execute the required paperwork.
- C. The WCSO shall execute in quadruplicate the affidavit prescribed by the registrar of the motor vehicles, describing the motor vehicle and the manner in which it was disposed of. Monies received by the Contractor from the disposal of a junk motor vehicle are in full satisfaction of any towing and storage fees due on the vehicle.

- D. If the vehicle meets the definition of junk motor vehicle excepting that it is not three (3) years old, the vehicle shall be stored by the Contractor and not immediately disposed of. The Contractor shall then notify the WCSO of any such vehicle which is not claimed within thirty (30) days and it shall be classified as an Unclaimed Vehicle as listed in Section 6. C.

8. Responsibilities and Indemnification:

- A. The Contractor hereby agrees to assume responsibility for the vehicle from the time the vehicle is prepared for towing until such time as the vehicle is no longer in the Contractor's physical control. Further, the Contractor agrees that it shall be solely responsible and assumes all liability for any and all damages caused during or after towing and storage including, but not limited to, missing, stolen or exchanged parts or accessories, or damage to the interior or exterior of the vehicle.
- B. The Contractor hereby agrees to protect, indemnify and hold harmless the County, WCSO, its employees, officials, divisions and departments against any and all actions, claims, demands or liabilities for injury or damage to persons or property arising from the performance of the Contractor's duties under this contract by any person, and shall pay all expenses which the WCSO and/or County may incur in the investigation and/or defense of any such claim, including attorney fees and court costs.
- C. Notwithstanding the foregoing, the Contractor shall not bear liability for any claims caused by the WCSO wrongfully ordering a vehicle to be towed and/or stored.

9. Insurance:

- A. The Contractor shall not commence work under the contract until it has obtained all insurance required under this paragraph. The policies shall also protect the WCSO and County and their employees and agents as additional insured parties. Certified copies of the insurance policies, fully executed by officers of the insurance company, shall be submitted with the executed contract. Coverage shall be provided through insurance companies licensed to do business in the State of Ohio and with a Best Rating of A- or better.
- B. During the term of the contract, the Contractor shall provide evidence of insurance in the amounts stated below. The Contractor may also be required to submit the original insurance policies for inspection and approval of the County. Said policies shall provide that they cannot be cancelled, permitted to expire, or be changed without fifteen (15) days advanced written notice to the County. The Contractor shall provide all insurance required by this contract.
- C. The Contractor shall maintain during the life of the contract, Comprehensive General Liability Insurance with limits of \$1,000,000.00 Per Occurrence, \$2,000,000.00/Aggregate, with no interruption of coverage during the entire term of the contract. No policy of Comprehensive General Liability coverage that provides only

excess coverage for an additional insurance is permitted. Contractor shall also carry Automobile Liability Insurance with limits of \$1,000,000.00 Per Occurrence/Aggregate. Such policies shall protect the Contractor and the County from any and all claims or damages for bodily injury, including accidental death, as well as any and all claims for property damage, during the performance of services under the Contract, whether such performance be by the Contractor, any subcontractor, or by anyone directly or indirectly employed by either of them, or in any such manner as would impose liability on the County. Contractor agrees that if any Comprehensive General Liability coverage is on a "claims made" basis, the policy provide that in the event this contract is terminated, Contractor shall continue such policy in effect for the period of any statute or statutes of limitation application to claims thereby insured, notwithstanding the termination of contract.

10. Term: This contract shall be in effect from **January 1, 2024** through **December 31, 2024**. Thereafter, this contract shall automatically renew for one-year terms. However, this contract may be terminated by either party at any time and for any reason upon fifteen (15) days written notice to the other party. Notice shall be deemed given upon receipt and shall be delivered by certified mail, return receipt requested, to the other party's address or shall be hand delivered. The contract terms and prices for services rendered shall also be reviewed periodically by the parties.

11. Safety Regulations:

- A. The Contractor shall at all times exercise every precaution for the protection of persons, including its employees, and property, and shall guard against creating any unnecessarily hazardous condition.
- B. The Contractor shall keep itself fully informed of, and shall strictly observe and comply with, all applicable federal, state, county, city and local laws, rules, regulations, and ordinances. Specifically, the Contractor shall meet all requirements of the Public Utilities Commission of Ohio (PUCO), including Federal Motor Carrier Safety Regulations (FMCSR), unless exempt from PUCO's registration requirements and FMCSR. In addition, the Contractor shall be required to give all notices and pay all fees for any required permits, licenses or inspections.
- C. Should the Contractor at any time find that any requirement of the contract is at variance with any applicable law, rule, regulation, requirement, order or decree, it shall promptly notify the Warren County Sheriff.

12. Assignment: Neither this contract, nor any part thereof, nor any funds to be received thereunder by the Contractor shall be assigned, except upon prior written permission of the County.


13. Independent Contractor Status: At all times during the term of the contract, the Contractor shall be and remain as an Independent Contractor with respect to all services performed under the contract. The Contractor agrees that all income reporting requirements to the U.S.

Government, the State of Ohio and any local governments are its responsibility and not that of the County. The Contractor shall be responsible for the payment of all taxes including, but not limited to, federal, state and local taxes; social security taxes, unemployment insurance taxes and any other taxes or license fees required by law, for its officers, agents and employees. The Contractor agrees that neither it, nor any of its officers, agents or employees are entitled to receive worker's compensation, unemployment compensation, vacation leave, sick leave or any other fringe benefits provided to the employees of the County or any other County agency under this contract. Contractor acknowledges that under this contract the County is not required to contribute to the Ohio Public Employees Retirement System on behalf of the Contractor, its officers, agents or employees, nor is the Contractor eligible to contribute to or receive benefits from said system.

14. This contract represents the entire and integrated agreement of the parties, and supersedes all prior negotiations, representations, and/or agreements, written or oral. This contract may only be modified or amended by a written agreement between the parties. This contract, and all rights and obligations of the parties hereunder, shall be construed and governed by the laws of the State of Ohio with venue located in the courts of Warren County, Ohio. To the extent that any provision of this contract is held to be invalid, that provision shall be deemed deleted from this contract and the remaining provisions shall remain in full force and effect.

Witness our signatures:

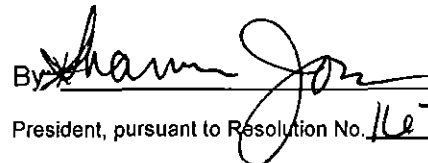
Contractor:


Signature

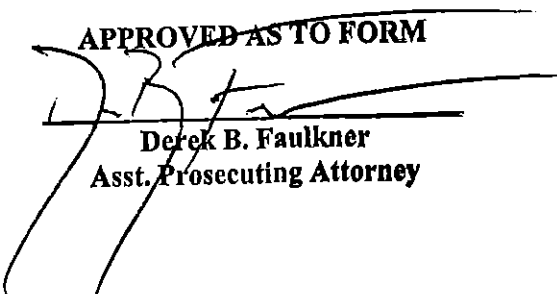
JOHN PARTIN
Print Name

OWNER
Title

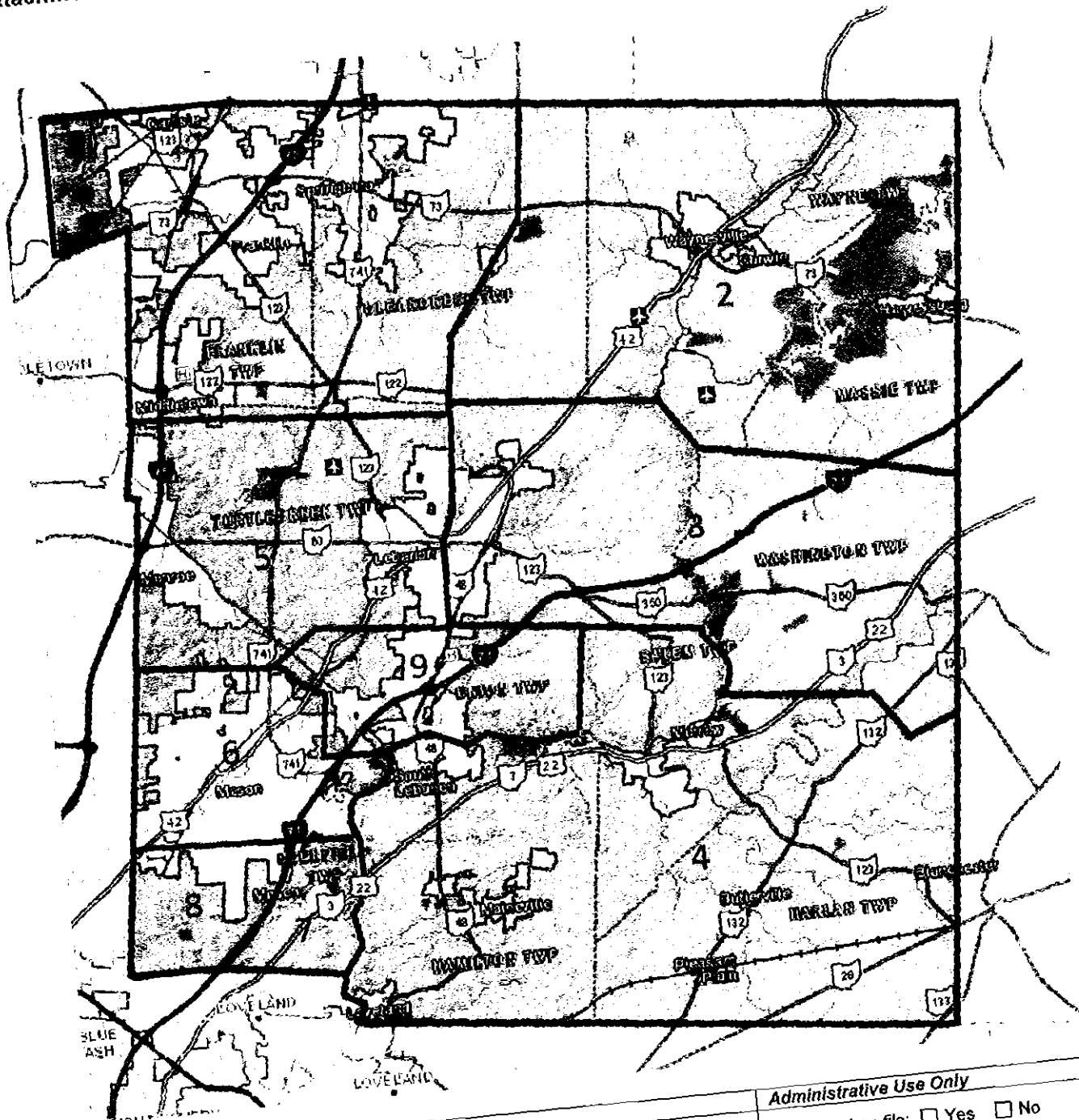
Board of Warren County Commissioners:

By 
President, pursuant to Resolution No. 1675

APPROVED AS TO FORM


Derek B. Faulkner
Asst. Prosecuting Attorney

Attachment 1



<p>Contractor must complete the following:</p> <p>Indicate if you are capable of towing vehicles which weigh more than 10,000 pounds: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>Using the District Map above, indicate which Districts you wish to serve:</p> <p><input type="checkbox"/> 1 <input type="checkbox"/> 2 <input checked="" type="checkbox"/> 3 <input checked="" type="checkbox"/> 4 <input checked="" type="checkbox"/> 5 <input checked="" type="checkbox"/> 6 <input checked="" type="checkbox"/> 7 <input checked="" type="checkbox"/> 8 <input checked="" type="checkbox"/> 9</p>		<p>Administrative Use Only</p> <p>Rate sheet on file: <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Based on geographical location of the Contractor, are these service Districts approved? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>
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Warren County, Ohio
Towing Contract for the Warren County Sheriff's Office

This Contract is made this 12 day of October, 2023 by and between the Board of Warren County Commissioners "County" on behalf of the Warren County Sheriff's Office "WCSO", 822 Memorial Drive, Lebanon, Ohio 45036, and

Company name: Krimmers Towing
Address: 203 S Broadway St A
By: Tom Krimmer, its duly authorized owner
Name Title

hereinafter known as "Contractor."

Recitals

Whereas, from time to time, the WCSO has need for the provision of towing and vehicle storage services, wrecker services and/or the removal or impound of vehicle (hereinafter "services"), in accordance with law; and

Whereas, the Contractor has adequate equipment to service tow calls from the WCSO and to remove such vehicles, and has storage facilities to store the same,

Witnesseth, that for the mutual promises contained herein, the parties do hereby agree as follows:

1. Other Contracts: The WCSO reserves the right to enter into other contracts for the same services with other Contractors. The Contractor hereby waives any claim for damages or extra compensation by reason of any real or supposed interference with the Contractor's performance of services under this contract due to these other contracts.

1.1 All Contractors will be placed on an alphabetical list for on-call rotation of services. This list will be maintained by the WCSO and provided to the Warren County Communications Center (WCCC). When requested by a WCSO employee, WCCC will contact the first Contractor whose services are available in the relevant district of patrol as established in Attachment 1. Should that Contractor be unavailable or unable to complete the service requested in a reasonable time or manner, the next available Contractor from the on-call rotation list will be contacted for services.

2. Availability: The Contractor shall be available by telephone (not pagers) to provide services twenty-four (24) hours per day, seven (7) days per week. In addition, the Contractor shall respond in a reasonable amount of time. The Contractor shall provide an estimated time of arrival. If the WCSO deems the response time is too long, WCSO may seek the next available contractor to respond. **The WCSO has the right to establish limited, areas of response to be served by Contractor based upon the geographical locations of the Contractor and their relation to established districts of patrol. The Contractor may make a request to be included in areas of response as provided in the attached district map (Attachment 1), however whether to include Contractor in an area of response shall be at the**

discretion of the WCSO. The Contractor shall notify the WCSO of any periods during which the Contractor shall be unavailable to provide services.

3. Services:

- A. Services include vehicle retrieval/removal, loading, securing, scene clean-up, and storage of the vehicle(s) as designated by the WCSO.
- B. All vehicles towed pursuant to this contract shall be towed to the Contractor's place of business unless the WCSO requests the vehicle be towed to another location including, but not limited to: The Warren County Sheriff's Office, Warren County Drug Task Force or the Miami Valley Regional Crime Lab.
- C. The Contractor agrees that when towing a vehicle ordered into storage by the WCSO, it shall deliver that vehicle to the location designated by the WCSO not more than two (2) hours after it is removed.
- D. The Contractor shall not respond to the scene of an accident or emergency for purposes of providing towing or wrecker services unless dispatched to the location by the WCSO, or unless engaged by a third person having a direct ownership interest in the vehicle(s) involved.
- E. WCSO employees, when at the scene, are completely in charge of the scene or event, and the Contractor shall at all times follow the directions of the WCSO employee regarding scene safety.

4. Storage:

- A. The Contractor shall have adequate storage space for vehicles; this includes storage of buses, commercial tractor/trailers and semitrailers, if equipped to tow such vehicles, when the need arises. The storage area must comply with Ohio Revised Code and local zoning and health regulations. The Contractor shall not store towed vehicle upon public streets, alleys or other public ways or unprotected private property, The Contractor shall properly and within two (2) hours secure all vehicles towed at the request of the WCSO.
- B. If a towed vehicle which has been ordered into the Contractor's possession is stored at a location other than the Contractor's place of business, it is the responsibility of the Contractor to promptly provide transportation for the person claiming the vehicle. It shall further be the duty of the Contractor to render assistance in delivering the vehicle from its storage space when necessary.
- C. The Contractor shall be available to release any vehicle stored pursuant to this contract, except those vehicles which require a release from the WCSO, between the hours of 9:00 a.m. and 5:00 p.m., Monday through Friday, excluding National Holidays. Upon the presentation of proof of ownership of the vehicle, the Contractor shall permit

the owner to retrieve any personal items from the vehicle without retrieving the vehicle or paying any fee during these same hours; however, that no owner shall be permitted to retrieve any personal items if the WCSO placed a hold on the personal items in the vehicle. For purposes of this contract, personal items do not include items attached to the motor vehicle.

- D. The Contractor agrees not to release any impounded or seized vehicle which requires a release except upon the written order of the WCSO. If the vehicle requires a release, the WCSO shall place a hold on the vehicle and the Contractor shall assume custody of the vehicle until the same is released by the WCSO.

5. Fees:

A. Vehicles Ordered Impounded/Seized:

- Vehicles which gross vehicle weight is under 10,000 pounds:

Towing Fees: \$200.00

Storage Fee: Not more than \$25.00 per twenty-four (24) hours after initial
twenty-four (24) hours.

- Vehicles which gross vehicle weight are over 10,000 pounds (Heavy Duty): The contractor is expected to stay within the usual customary rates as established and on file.

- B. Vehicles Towed from Private Residential or Agricultural Property will be in strict compliance with ORC 4513.60.

- C. Additional charges may be applied when the wait time exceeds one (1) hour upon arrival on scene, when there is extensive scene cleanup, or when additional wreckers or labor are required at the scene. Should additional wreckers be required the established rates above are applicable. Additional labor may be billed in fifteen (15) minute increments, up to a maximum of \$100.00 per hour.

- D. If the owner of an abandoned vehicle arrives after the vehicle has been prepared for removal but before the actual removal, the Contractor must give the vehicle owner the opportunity to pay a fee of not more than \$75.00 for vehicles under 10,000 pounds and not more than established rates for Heavy Duty vehicles in order to obtain release of the vehicle. Upon payment of the fee, the Contractor shall give the owner a receipt showing both the full towing fee normally assessed and the actual amount received, and shall release the vehicle to the owner.

- E. The WCSO reserves the right to review any charges made by the Contractor pursuant to this contract. If the WCSO deems necessary it shall conduct an administrative review of the Contractor procedure and charges. If the Contractor is found to have violated any terms of this contract, the Contractor may be suspended or removed from the rotation.

6. Release of Vehicles:

- A. Abandoned Vehicles: If the WCSO requests the vehicle be towed because it is an abandoned vehicle, once the vehicle has been towed, the vehicle owner is responsible for paying the towing and storage fees to reclaim the vehicle. The Contractor may release the vehicle to the owner, upon proof of ownership and payment of charges due, without the approval of the WCSO. This shall be clearly marked on the Tow Card provided by the WCSO employee.
- B. Seized Vehicles: If the WCSO orders a vehicle be towed for any other reason, and the Tow Card is marked "Hold", the Contractor shall not release the vehicle without prior written approval of the WCSO.
- C. Unclaimed Vehicles: The Contractor shall notify the WCSO of any vehicle ordered into storage; a hold has not been placed, and has not been claimed within thirty (30) days. The WCSO shall then have the right, in its sole discretion, to:
 - Sell the vehicle at public auction and pay the towing and storage fees from the proceeds of the sale; or
 - Assign the vehicle to the Contractor by delivering to the Contractor two copies of the salvage certificate title. If the WCSO assigns the vehicle to the Contractor, such assignment shall be in full satisfaction for any towing and storage fees due on the vehicle. Upon disposing of said vehicle, the Contractor must complete the required Tow Company Profit Report Form provided by the WCSO and immediately return to the WCSO.

7. Abandoned Junk Motor Vehicles:

- A. An abandoned junk motor vehicle means a vehicle that is:
 - Three (3) years old or older;
 - Extensively damaged (missing wheels, tires, motor, transmission, etc.);
 - Apparently inoperable; and
 - Has a fair market value of \$1,500.00 or less.
- B. The Contractor shall complete the required Abandoned Motor Vehicle Form provided by the WCSO. The Contractor must provide on the form a true and accurate description of the vehicle, as well as a true estimate of the vehicle's value. Upon receiving the required form, the WCSO shall take detailed photographs and execute the required paperwork.
- C. The WCSO shall execute in quadruplicate the affidavit prescribed by the registrar of the motor vehicles, describing the motor vehicle and the manner in which it was disposed of. Monies received by the Contractor from the disposal of a junk motor vehicle are in full satisfaction of any towing and storage fees due on the vehicle.

- D. If the vehicle meets the definition of junk motor vehicle excepting that it is not three (3) years old, the vehicle shall be stored by the Contractor and not immediately disposed of. The Contractor shall then notify the WCSO of any such vehicle which is not claimed within thirty (30) days and it shall be classified as an Unclaimed Vehicle as listed in Section 6. C.

8. Responsibilities and Indemnification:

- A. The Contractor hereby agrees to assume responsibility for the vehicle from the time the vehicle is prepared for towing until such time as the vehicle is no longer in the Contractor's physical control. Further, the Contractor agrees that it shall be solely responsible and assumes all liability for any and all damages caused during or after towing and storage including, but not limited to, missing, stolen or exchanged parts or accessories, or damage to the interior or exterior of the vehicle.
- B. The Contractor hereby agrees to protect, indemnify and hold harmless the County, WCSO, its employees, officials, divisions and departments against any and all actions, claims, demands or liabilities for injury or damage to persons or property arising from the performance of the Contractor's duties under this contract by any person, and shall pay all expenses which the WCSO and/or County may incur in the investigation and/or defense of any such claim, including attorney fees and court costs.
- C. Notwithstanding the foregoing, the Contractor shall not bear liability for any claims caused by the WCSO wrongfully ordering a vehicle to be towed and/or stored.

9. Insurance:

- A. The Contractor shall not commence work under the contract until it has obtained all insurance required under this paragraph. The policies shall also protect the WCSO and County and their employees and agents as additional insured parties. Certified copies of the insurance policies, fully executed by officers of the insurance company, shall be submitted with the executed contract. Coverage shall be provided through insurance companies licensed to do business in the State of Ohio and with a Best Rating of A- or better.
- B. During the term of the contract, the Contractor shall provide evidence of insurance in the amounts stated below. The Contractor may also be required to submit the original insurance policies for inspection and approval of the County. Said policies shall provide that they cannot be cancelled, permitted to expire, or be changed without fifteen (15) days advanced written notice to the County. The Contractor shall provide all insurance required by this contract.
- C. The Contractor shall maintain during the life of the contract, Comprehensive General Liability Insurance with limits of \$1,000,000.00 Per Occurrence, \$2,000,000.00/Aggregate, with no interruption of coverage during the entire term of the contract. No policy of Comprehensive General Liability coverage that provides only

excess coverage for an additional insurance is permitted. Contractor shall also carry Automobile Liability Insurance with limits of \$1,000,000.00 Per Occurrence/Aggregate. Such policies shall protect the Contractor and the County from any and all claims or damages for bodily injury, including accidental death, as well as any and all claims for property damage, during the performance of services under the Contract, whether such performance be by the Contractor, any subcontractor, or by anyone directly or indirectly employed by either of them, or in any such manner as would impose liability on the County. Contractor agrees that if any Comprehensive General Liability coverage is on a "claims made" basis, the policy provide that in the event this contract is terminated, Contractor shall continue such policy in effect for the period of any statute or statutes of limitation application to claims thereby insured, notwithstanding the termination of contract.

10. Term: This contract shall be in effect from **January 1, 2024** through **December 31, 2024**. Thereafter, this contract shall automatically renew for one-year terms. However, this contract may be terminated by either party at any time and for any reason upon fifteen (15) days written notice to the other party. Notice shall be deemed given upon receipt and shall be delivered by certified mail, return receipt requested, to the other party's address or shall be hand delivered. The contract terms and prices for services rendered shall also be reviewed periodically by the parties.

11. Safety Regulations:

- A. The Contractor shall at all times exercise every precaution for the protection of persons, including its employees, and property, and shall guard against creating any unnecessarily hazardous condition.
- B. The Contractor shall keep itself fully informed of, and shall strictly observe and comply with, all applicable federal, state, county, city and local laws, rules, regulations, and ordinances. Specifically, the Contractor shall meet all requirements of the Public Utilities Commission of Ohio (PUCO), including Federal Motor Carrier Safety Regulations (FMCSR), unless exempt from PUCO's registration requirements and FMCSR. In addition, the Contractor shall be required to give all notices and pay all fees for any required permits, licenses or inspections.
- C. Should the Contractor at any time find that any requirement of the contract is at variance with any applicable law, rule, regulation, requirement, order or decree, it shall promptly notify the Warren County Sheriff.

12. Assignment: Neither this contract, nor any part thereof, nor any funds to be received thereunder by the Contractor shall be assigned, except upon prior written permission of the County.

13. Independent Contractor Status: At all times during the term of the contract, the Contractor shall be and remain as an Independent Contractor with respect to all services performed under the contract. The Contractor agrees that all income reporting requirements to the U.S.

Government, the State of Ohio and any local governments are its responsibility and not that of the County. The Contractor shall be responsible for the payment of all taxes including, but not limited to, federal, state and local taxes; social security taxes, unemployment insurance taxes and any other taxes or license fees required by law, for its officers, agents and employees. The Contractor agrees that neither it, nor any of its officers, agents or employees are entitled to receive worker's compensation, unemployment compensation, vacation leave, sick leave or any other fringe benefits provided to the employees of the County or any other County agency under this contract. Contractor acknowledges that under this contract the County is not required to contribute to the Ohio Public Employees Retirement System on behalf of the Contractor, its officers, agents or employees, nor is the Contractor eligible to contribute to or receive benefits from said system.

14. This contract represents the entire and integrated agreement of the parties, and supersedes all prior negotiations, representations, and/or agreements, written or oral. This contract may only be modified or amended by a written agreement between the parties. This contract, and all rights and obligations of the parties hereunder, shall be construed and governed by the laws of the State of Ohio with venue located in the courts of Warren County, Ohio. To the extent that any provision of this contract is held to be invalid, that provision shall be deemed deleted from this contract and the remaining provisions shall remain in full force and effect.

Witness our signatures:

Contractor:



Signature

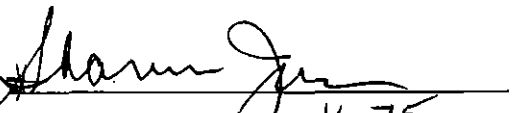
TOM Krimmer

Print Name

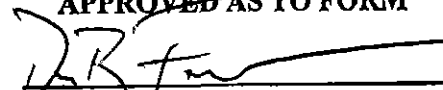
OWNER

Title

Board of Warren County Commissioners:

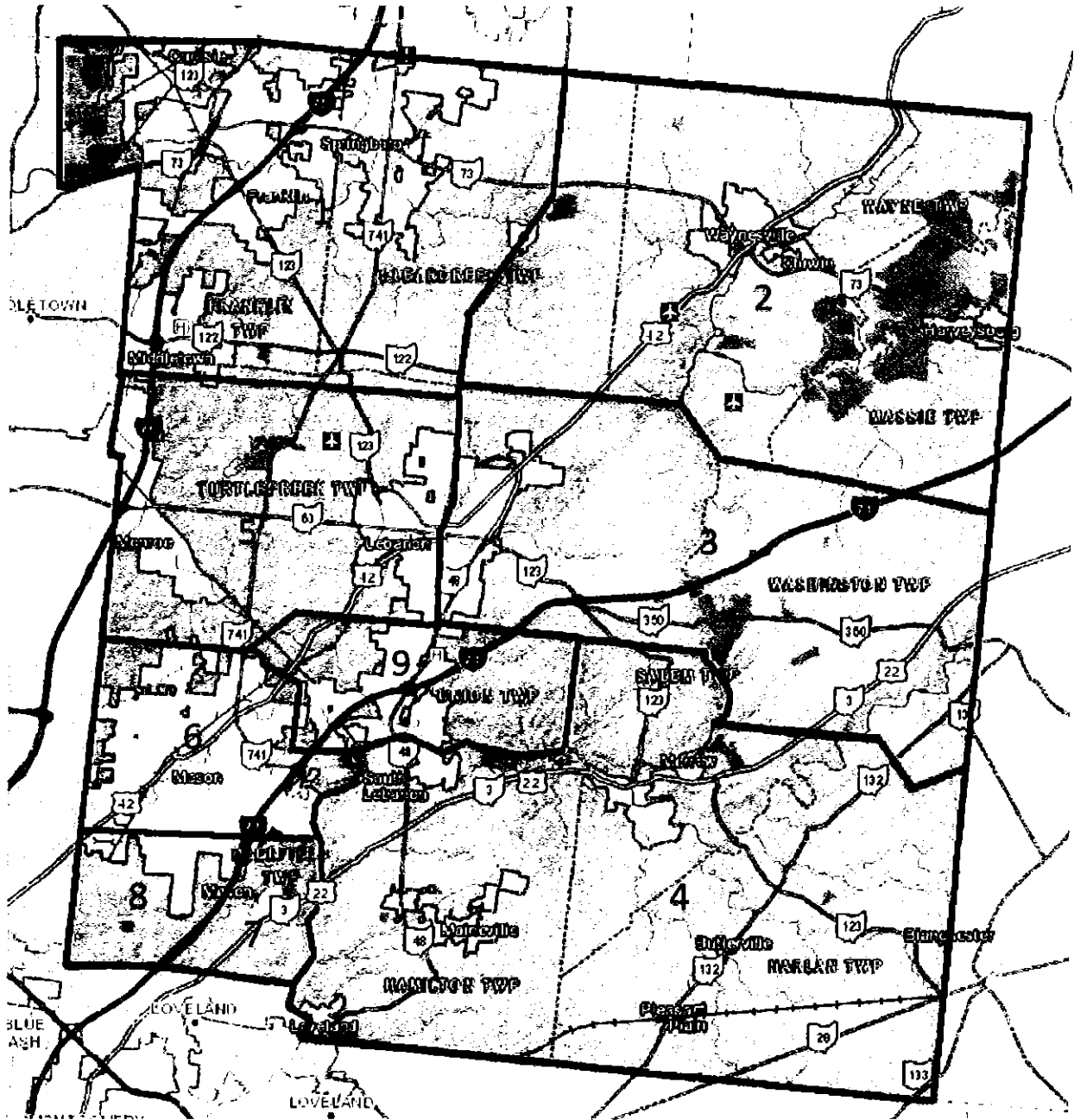
By: 
President, pursuant to Resolution No. 1675

APPROVED AS TO FORM



Derek B. Faulkner
Asst. Prosecuting Attorney

Attachment 1



<i>Contractor must complete the following:</i>	<i>Administrative Use Only</i>
Indicate if you are capable of towing vehicles which weigh more than 10,000 pounds: <input type="checkbox"/> Yes <input type="checkbox"/> No	Rate sheet on file: <input type="checkbox"/> Yes <input type="checkbox"/> No
Using the District Map above, indicate which Districts you wish to serve: <input type="checkbox"/> 1 <input type="checkbox"/> 2 <input checked="" type="checkbox"/> 3 <input checked="" type="checkbox"/> 4 <input checked="" type="checkbox"/> 5 <input type="checkbox"/> 6 <input checked="" type="checkbox"/> 7 <input type="checkbox"/> 8 <input checked="" type="checkbox"/> 9	Based on geographical location of the Contractor, are these service Districts approved? <input type="checkbox"/> Yes <input type="checkbox"/> No

Warren County, Ohio
Towing Contract for the Warren County Sheriff's Office

This Contract is made this 6th day of Oct., 2023 by and between the Board of Warren County Commissioners "County" on behalf of the Warren County Sheriff's Office "WCSO", 822 Memorial Drive, Lebanon, Ohio 45036, and

Company name: M.M. Towing
Address: 875 N. Main St. Franklin, OH. 45005
By: Ken Meadows, its duly authorized Owner
Name Title

hereinafter known as "Contractor."

Recitals

Whereas, from time to time, the WCSO has need for the provision of towing and vehicle storage services, wrecker services and/or the removal or impound of vehicle (hereinafter "services"), in accordance with law; and

Whereas, the Contractor has adequate equipment to service tow calls from the WCSO and to remove such vehicles, and has storage facilities to store the same,

Witnesseth, that for the mutual promises contained herein, the parties do hereby agree as follows:

1. Other Contracts: The WCSO reserves the right to enter into other contracts for the same services with other Contractors. The Contractor hereby waives any claim for damages or extra compensation by reason of any real or supposed interference with the Contractor's performance of services under this contract due to these other contracts.
 - 1.1 All Contractors will be placed on an alphabetical list for on-call rotation of services. This list will be maintained by the WCSO and provided to the Warren County Communications Center (WCCC). When requested by a WCSO employee, WCCC will contact the first Contractor whose services are available in the relevant district of patrol as established in Attachment 1. Should that Contractor be unavailable or unable to complete the service requested in a reasonable time or manner, the next available Contractor from the on-call rotation list will be contacted for services.
2. Availability: The Contractor shall be available by telephone (not pagers) to provide services twenty-four (24) hours per day, seven (7) days per week. In addition, the Contractor shall respond in a reasonable amount of time. The Contractor shall provide an estimated time of arrival. If the WCSO deems the response time is too long, WCSO may seek the next available contractor to respond. **The WCSO has the right to establish limited, areas of response to be served by Contractor based upon the geographical locations of the Contractor and their relation to established districts of patrol. The Contractor may make a request to be included in areas of response as provided in the attached district map (Attachment 1), however whether to include Contractor in an area of response shall be at the**

discretion of the WCSO. The Contractor shall notify the WCSO of any periods during which the Contractor shall be unavailable to provide services.

3. Services:

- A. Services include vehicle retrieval/removal, loading, securing, scene clean-up, and storage of the vehicle(s) as designated by the WCSO.
- B. All vehicles towed pursuant to this contract shall be towed to the Contractor's place of business unless the WCSO requests the vehicle be towed to another location including, but not limited to: The Warren County Sheriff's Office, Warren County Drug Task Force or the Miami Valley Regional Crime Lab.
- C. The Contractor agrees that when towing a vehicle ordered into storage by the WCSO, it shall deliver that vehicle to the location designated by the WCSO not more than two (2) hours after it is removed.
- D. The Contractor shall not respond to the scene of an accident or emergency for purposes of providing towing or wrecker services unless dispatched to the location by the WCSO, or unless engaged by a third person having a direct ownership interest in the vehicle(s) involved.
- E. WCSO employees, when at the scene, are completely in charge of the scene or event, and the Contractor shall at all times follow the directions of the WCSO employee regarding scene safety.

4. Storage:

- A. The Contractor shall have adequate storage space for vehicles; this includes storage of buses, commercial tractor/trailers and semitrailers, if equipped to tow such vehicles, when the need arises. The storage area must comply with Ohio Revised Code and local zoning and health regulations. The Contractor shall not store towed vehicle upon public streets, alleys or other public ways or unprotected private property. The Contractor shall properly and within two (2) hours secure all vehicles towed at the request of the WCSO.
- B. If a towed vehicle which has been ordered into the Contractor's possession is stored at a location other than the Contractor's place of business, it is the responsibility of the Contractor to promptly provide transportation for the person claiming the vehicle. It shall further be the duty of the Contractor to render assistance in delivering the vehicle from its storage space when necessary.
- C. The Contractor shall be available to release any vehicle stored pursuant to this contract, except those vehicles which require a release from the WCSO, between the hours of 9:00 a.m. and 5:00 p.m., Monday through Friday, excluding National Holidays. Upon the presentation of proof of ownership of the vehicle, the Contractor shall permit

6. Release of Vehicles:

- A. Abandoned Vehicles: If the WCSO requests the vehicle be towed because it is an abandoned vehicle, once the vehicle has been towed, the vehicle owner is responsible for paying the towing and storage fees to reclaim the vehicle. The Contractor may release the vehicle to the owner, upon proof of ownership and payment of charges due, without the approval of the WCSO. This shall be clearly marked on the Tow Card provided by the WCSO employee.
- B. Seized Vehicles: If the WCSO orders a vehicle be towed for any other reason, and the Tow Card is marked "Hold", the Contractor shall not release the vehicle without prior written approval of the WCSO.
- C. Unclaimed Vehicles: The Contractor shall notify the WCSO of any vehicle ordered into storage, a hold has not been placed, and has not been claimed within thirty (30) days. The WCSO shall then have the right, in its sole discretion, to:

▪ Sell the vehicle at public auction and pay the towing and storage fees from the proceeds of the sale; or

▪ Assign the vehicle to the Contractor by delivering to the Contractor two copies of the salvage certificate title. If the WCSO assigns the vehicle to the Contractor, such assignment shall be in full satisfaction for any towing and storage fees due on the vehicle. Upon disposing of said vehicle, the Contractor must complete the required Tow Company Profit Report Form provided by the WCSO and immediately return to the WCSO.

7. Abandoned Junk Motor Vehicles

An abandoned junk motor vehicle means a vehicle that is:

- Three (3) years old or older;
- Extensively damaged (missing wheels, tires, motor, transmission, etc.);
- Apparently inoperable; and
- Has a fair market value of \$1,500.00 or less.

- B. The Contractor shall complete the required Abandoned Motor Vehicle Form provided by the WCSO. The Contractor must provide on the form a true and accurate description of the vehicle, as well as a true estimate of the vehicle's value. Upon receiving the required form, the WCSO shall take detailed photographs and execute the required paperwork.
- C. The WCSO shall execute in quadruplicate the affidavit prescribed by the registrar of the motor vehicles, describing the motor vehicle and the manner in which it was disposed of. Monies received by the Contractor from the disposal of a junk motor vehicle are in full satisfaction of any towing and storage fees due on the vehicle.

D. If the vehicle meets the definition of junk motor vehicle excepting that it is not three (3) years old, the vehicle shall be stored by the Contractor and not immediately disposed of. The Contractor shall then notify the WCSO of any such vehicle which is not claimed within thirty (30) days and it shall be classified as an Unclaimed Vehicle as listed in Section 6. C.

8. Responsibilities and Indemnification:

- A. The Contractor hereby agrees to assume responsibility for the vehicle from the time the vehicle is prepared for towing until such time as the vehicle is no longer in the Contractor's physical control. Further, the Contractor agrees that it shall be solely responsible and assumes all liability for any and all damages caused during or after towing and storage including, but not limited to, missing, stolen or exchanged parts or accessories, or damage to the interior or exterior of the vehicle.
- B. The Contractor hereby agrees to protect, indemnify and hold harmless the County, WCSO, its employees, officials, divisions and departments against any and all actions, claims, demands or liabilities for injury or damage to persons or property arising from the performance of the Contractor's duties under this contract by any person, and shall pay all expenses which the WCSO and/or County may incur in the investigation and/or defense of any such claim, including attorney fees and court costs.
- C. Notwithstanding the foregoing, the Contractor shall not bear liability for any claims caused by the WCSO wrongfully ordering a vehicle to be towed and/or stored.

9. Insurance:

- A. The Contractor shall not commence work under the contract until it has obtained all insurance required under this paragraph. The policies shall also protect the WCSO and County and their employees and agents as additional insured parties. Certified copies of the insurance policies, fully executed by officers of the insurance company, shall be submitted with the executed contract. Coverage shall be provided through insurance companies licensed to do business in the State of Ohio and with a Best Rating of A- or better.
- B. During the term of the contract, the Contractor shall provide evidence of insurance in the amounts stated below. The Contractor may also be required to submit the original insurance policies for inspection and approval of the County. Said policies shall provide that they cannot be cancelled, permitted to expire, or be changed without fifteen (15) days advanced written notice to the County. The Contractor shall provide all insurance required by this contract.
- C. The Contractor shall maintain during the life of the contract, Comprehensive General Liability Insurance with limits of \$1,000,000.00 Per Occurrence, \$2,000,000.00/Aggregate, with no interruption of coverage during the entire term of the contract. No policy of Comprehensive General Liability coverage that provides only

excess coverage for an additional insurance is permitted. Contractor shall also carry Automobile Liability Insurance with limits of \$1,000,000.00 Per Occurrence/Aggregate. Such policies shall protect the Contractor and the County from any and all claims or damages for bodily injury, including accidental death, as well as any and all claims for property damage, during the performance of services under the Contract, whether such performance be by the Contractor, any subcontractor, or by anyone directly or indirectly employed by either of them, or in any such manner as would impose liability on the County. Contractor agrees that if any Comprehensive General Liability coverage is on a "claims made" basis, the policy provide that in the event this contract is terminated, Contractor shall continue such policy in effect for the period of any statute or statutes of limitation application to claims thereby insured, notwithstanding the termination of contract.

10. Term: ~~This contract shall be in effect from January 1, 2024 through December 31, 2024.~~ Thereafter, this contract shall automatically renew for one-year terms. However, this contract may be terminated by either party at any time and for any reason upon fifteen (15) days written notice to the other party. Notice shall be deemed given upon receipt and shall be delivered by certified mail, return receipt requested, to the other party's address or shall be hand delivered. The contract terms and prices for services rendered shall also be reviewed periodically by the parties.

11. Safety Regulations:

- A. The Contractor shall at all times exercise every precaution for the protection of persons, including its employees, and property, and shall guard against creating any unnecessarily hazardous condition.
- B. The Contractor shall keep itself fully informed of, and shall strictly observe and comply with, all applicable federal, state, county, city and local laws, rules, regulations, and ordinances. Specifically, the Contractor shall meet all requirements of the Public Utilities Commission of Ohio (PUCO), including Federal Motor Carrier Safety Regulations (FMCSR), unless exempt from PUCO's registration requirements and FMCSR. In addition, the Contractor shall be required to give all notices and pay all fees for any required permits, licenses or inspections.
- C. Should the Contractor at any time find that any requirement of the contract is at variance with any applicable law, rule, regulation, requirement, order or decree, it shall promptly notify the Warren County Sheriff.

12. Assignment: Neither this contract, nor any part thereof, nor any funds to be received thereunder by the Contractor shall be assigned, except upon prior written permission of the County.

13. Independent Contractor Status: At all times during the term of the contract, the Contractor shall be and remain as an Independent Contractor with respect to all services performed under the contract. The Contractor agrees that all income reporting requirements to the U.S.

the owner to retrieve any personal items from the vehicle without retrieving the vehicle or paying any fee during these same hours; however, that no owner shall be permitted to retrieve any personal items if the WCSO placed a hold on the personal items in the vehicle. For purposes of this contract, personal items do not include items attached to the motor vehicle.

D. The Contractor agrees not to release any impounded or seized vehicle which requires a release except upon the written order of the WCSO. If the vehicle requires a release, the WCSO shall place a hold on the vehicle and the Contractor shall assume custody of the vehicle until the same is released by the WCSO.

5. Fees:

A. Vehicles Ordered Impounded/Seized:

- Vehicles which gross vehicle weight is under 10,000 pounds:

Towing Fees: \$200.00

Storage Fee: Not more than \$25.00 per twenty-four (24) hours after initial twenty-four (24) hours.

- Vehicles which gross vehicle weight are over 10,000 pounds (Heavy Duty): The contractor is expected to stay within the usual customary rates as established and on file.

B. Vehicles Towed from Private Residential or Agricultural Property will be in strict compliance with ORC 4513.60.

C. Additional charges may be applied when the wait time exceeds one (1) hour upon arrival at scene, when there is extensive scene cleanup, or when additional wreckers or labor are required at the scene. Should additional wreckers be required the established rates above are applicable. Additional labor may be billed in fifteen (15) minute increments, up to a maximum of \$100.00 per hour.

D. If the owner of an abandoned vehicle arrives after the vehicle has been prepared for removal but before the actual removal, the Contractor must give the vehicle owner the opportunity to pay a fee of not more than \$200 for vehicles under 10,000 pounds and not more than established rates for Heavy Duty vehicles in order to obtain release of the vehicle. Upon payment of the fee, the Contractor shall give the owner a receipt showing both the full towing fee normally assessed and the actual amount received, and shall release the vehicle to the owner.

E. The WCSO reserves the right to review any charges made by the Contractor pursuant to this contract. If the WCSO deems necessary it shall conduct an administrative review of the Contractor procedure and charges. If the Contractor is found to have violated any terms of this contract, the Contractor may be suspended or removed from the rotation.

Government, the State of Ohio and any local governments are its responsibility and not that of the County. The Contractor shall be responsible for the payment of all taxes including, but not limited to, federal, state and local taxes; social security taxes, unemployment insurance taxes and any other taxes or license fees required by law, for its officers, agents and employees. The Contractor agrees that neither it, nor any of its officers, agents or employees are entitled to receive worker's compensation, unemployment compensation, vacation leave, sick leave or any other fringe benefits provided to the employees of the County or any other County agency under this contract. Contractor acknowledges that under this contract the County is not required to contribute to the Ohio Public Employees Retirement System on behalf of the Contractor, its officers, agents or employees, nor is the Contractor eligible to contribute to or receive benefits from said system.

14. This contract represents the entire and integrated agreement of the parties, and supersedes all prior negotiations, representations, and/or agreements, written or oral. This contract may only be modified or amended by a written agreement between the parties. This contract, and all rights and obligations of the parties hereunder, shall be construed and governed by the laws of the State of Ohio with venue located in the courts of Warren County, Ohio. To the extent that any provision of this contract is held to be invalid, that provision shall be deemed deleted from this contract and the remaining provisions shall remain in full force and effect.

Witness our signatures:

Contractor:

Kenneth Meadows
Signature

Kenneth Meadows
Print Name

Owner
Title

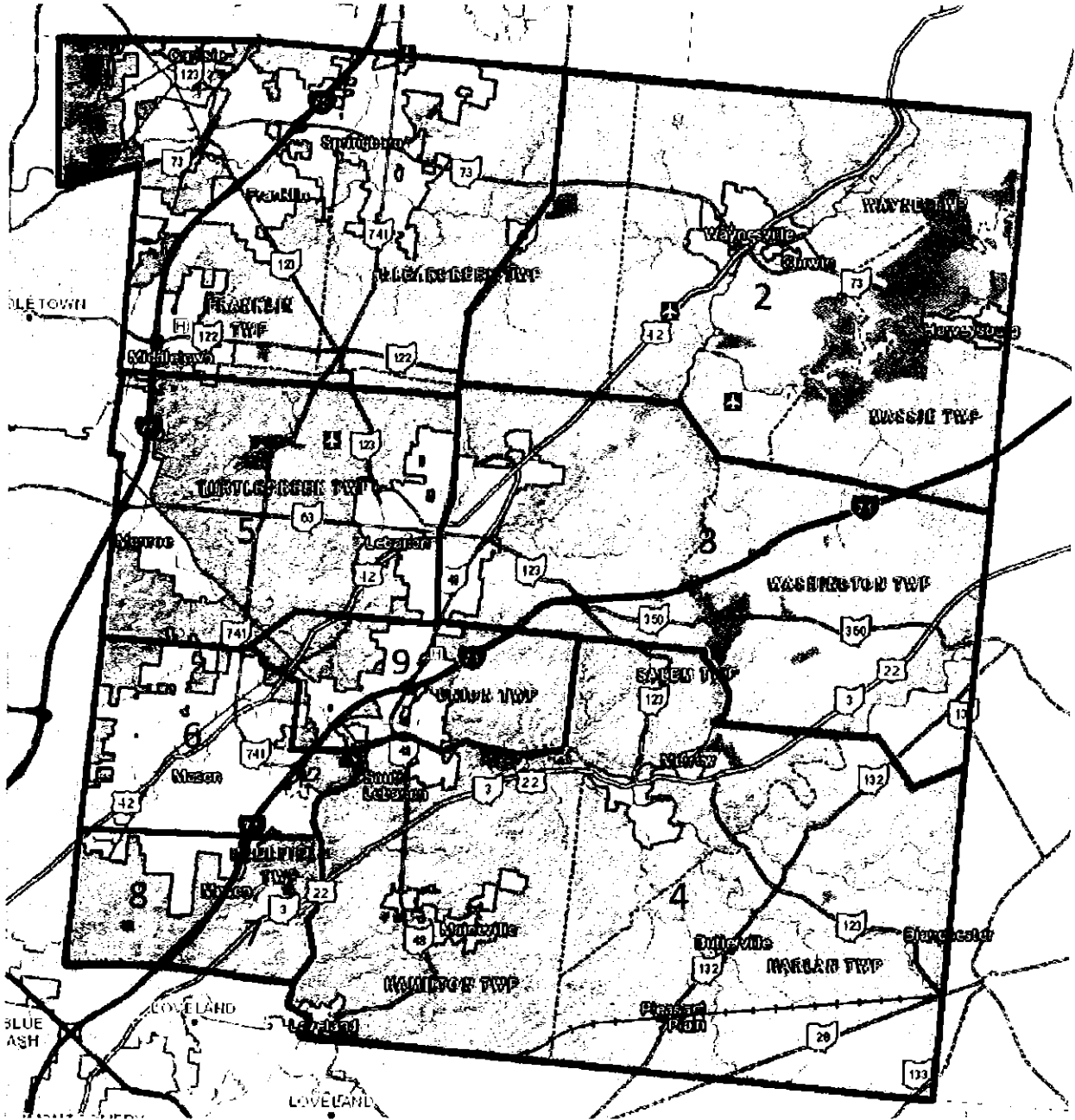
Board of Warren County Commissioners:

By: Shannon Jones
President, pursuant to Resolution No. 1675

APPROVED AS TO FORM

Derek B. Faulkner
Derek B. Faulkner
Asst. Prosecuting Attorney

Attachment 1



Contractor must complete the following:	Administrative Use Only
Indicate if you are capable of towing vehicles which weigh more than 10,000 pounds: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Rate sheet on file: <input type="checkbox"/> Yes <input type="checkbox"/> No
Using the District Map above, indicate which Districts you wish to serve: <input checked="" type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input checked="" type="checkbox"/> 5 <input type="checkbox"/> 6 <input type="checkbox"/> 7 <input type="checkbox"/> 8 <input type="checkbox"/> 9	Based on geographical location of the Contractor, are these service Districts approved? <input type="checkbox"/> Yes <input type="checkbox"/> No

Warren County, Ohio
Towing Contract for the Warren County Sheriff's Office

This Contract is made this 1 day of December, 2023 by and between the Board of Warren County Commissioners "County" on behalf of the Warren County Sheriff's Office "WCSO", 822 Memorial Drive, Lebanon, Ohio 45036, and

Company name: SANDY'S Auto + TRUCK SERVICE INC.

Address: 234 HIAWATHA Tr. SPRINGBORO OH. 45066

By: DAVE THOMA, its duly authorized SEC. / GM
Name Title

hereinafter known as "Contractor."

Recitals

Whereas, from time to time, the WCSO has need for the provision of towing and vehicle storage services, wrecker services and/or the removal or impound of vehicle (hereinafter "services"), in accordance with law; and

Whereas, the Contractor has adequate equipment to service tow calls from the WCSO and to remove such vehicles, and has storage facilities to store the same,

Witnesseth, that for the mutual promises contained herein, the parties do hereby agree as follows:

1. Other Contracts: The WCSO reserves the right to enter into other contracts for the same services with other Contractors. The Contractor hereby waives any claim for damages or extra compensation by reason of any real or supposed interference with the Contractor's performance of services under this contract due to these other contracts.

1.1 All Contractors will be placed on an alphabetical list for on-call rotation of services. This list will be maintained by the WCSO and provided to the Warren County Communications Center (WCCC). When requested by a WCSO employee, WCCC will contact the first Contractor whose services are available in the relevant district of patrol as established in Attachment 1. Should that Contractor be unavailable or unable to complete the service requested in a reasonable time or manner, the next available Contractor from the on-call rotation list will be contacted for services.

2. Availability: The Contractor shall be available by telephone (not pagers) to provide services twenty-four (24) hours per day, seven (7) days per week. In addition, the Contractor shall respond in a reasonable amount of time. The Contractor shall provide an estimated time of arrival. If the WCSO deems the response time is too long, WCSO may seek the next available contractor to respond. **The WCSO has the right to establish limited, areas of response to be served by Contractor based upon the geographical locations of the Contractor and their relation to established districts of patrol. The Contractor may make a request to be included in areas of response as provided in the attached district map (Attachment 1), however whether to include Contractor in an area of response shall be at the**

discretion of the WCSO. The Contractor shall notify the WCSO of any periods during which the Contractor shall be unavailable to provide services.

3. Services:

- A. Services include vehicle retrieval/removal, loading, securing, scene clean-up, and storage of the vehicle(s) as designated by the WCSO.
- B. All vehicles towed pursuant to this contract shall be towed to the Contractor's place of business unless the WCSO requests the vehicle be towed to another location including, but not limited to: The Warren County Sheriff's Office, Warren County Drug Task Force or the Miami Valley Regional Crime Lab.
- C. The Contractor agrees that when towing a vehicle ordered into storage by the WCSO, it shall deliver that vehicle to the location designated by the WCSO not more than two (2) hours after it is removed.
- D. The Contractor shall not respond to the scene of an accident or emergency for purposes of providing towing or wrecker services unless dispatched to the location by the WCSO, or unless engaged by a third person having a direct ownership interest in the vehicle(s) involved.
- E. WCSO employees, when at the scene, are completely in charge of the scene or event, and the Contractor shall at all times follow the directions of the WCSO employee regarding scene safety.

4. Storage:

- A. The Contractor shall have adequate storage space for vehicles; this includes storage of buses, commercial tractor/trailers and semitrailers, if equipped to tow such vehicles, when the need arises. The storage area must comply with Ohio Revised Code and local zoning and health regulations. The Contractor shall not store towed vehicle upon public streets, alleys or other public ways or unprotected private property, The Contractor shall properly and within two (2) hours secure all vehicles towed at the request of the WCSO.
- B. If a towed vehicle which has been ordered into the Contractor's possession is stored at a location other than the Contractor's place of business, it is the responsibility of the Contractor to promptly provide transportation for the person claiming the vehicle. It shall further be the duty of the Contractor to render assistance in delivering the vehicle from its storage space when necessary.
- C. The Contractor shall be available to release any vehicle stored pursuant to this contract, except those vehicles which require a release from the WCSO, between the hours of 9:00 a.m. and 5:00 p.m., Monday through Friday, excluding National Holidays. Upon the presentation of proof of ownership of the vehicle, the Contractor shall permit

the owner to retrieve any personal items from the vehicle without retrieving the vehicle or paying any fee during these same hours; however, that no owner shall be permitted to retrieve any personal items if the WCSO placed a hold on the personal items in the vehicle. For purposes of this contract, personal items do not include items attached to the motor vehicle.

- D. The Contractor agrees not to release any impounded or seized vehicle which requires a release except upon the written order of the WCSO. If the vehicle requires a release, the WCSO shall place a hold on the vehicle and the Contractor shall assume custody of the vehicle until the same is released by the WCSO.

5. Fees:

A. Vehicles Ordered Impounded/Seized:

- Vehicles which gross vehicle weight is under 10,000 pounds:

Towing Fees: \$200.00

Storage Fee: Not more than \$25.00 per twenty-four (24) hours after initial twenty-four (24) hours.

- Vehicles which gross vehicle weight are over 10,000 pounds (Heavy Duty): The contractor is expected to stay within the usual customary rates as established and on file.

B. Vehicles Towed from Private Residential or Agricultural Property will be in strict compliance with ORC 4513.60.

- C. Additional charges may be applied when the wait time exceeds one (1) hour upon arrival on scene, when there is extensive scene cleanup, or when additional wreckers or labor are required at the scene. Should additional wreckers be required the established rates above are applicable. Additional labor may be billed in fifteen (15) minute increments, up to a maximum of \$100.00 per hour.

- D. If the owner of an abandoned vehicle arrives after the vehicle has been prepared for removal but before the actual removal, the Contractor must give the vehicle owner the opportunity to pay a fee of not more than \$75.00 for vehicles under 10,000 pounds and not more than established rates for Heavy Duty vehicles in order to obtain release of the vehicle. Upon payment of the fee, the Contractor shall give the owner a receipt showing both the full towing fee normally assessed and the actual amount received, and shall release the vehicle to the owner.

- E. The WCSO reserves the right to review any charges made by the Contractor pursuant to this contract. If the WCSO deems necessary it shall conduct an administrative review of the Contractor procedure and charges. If the Contractor is found to have violated any terms of this contract, the Contractor may be suspended or removed from the rotation.

6. Release of Vehicles:

- A. Abandoned Vehicles: If the WCSO requests the vehicle be towed because it is an abandoned vehicle, once the vehicle has been towed, the vehicle owner is responsible for paying the towing and storage fees to reclaim the vehicle. The Contractor may release the vehicle to the owner, upon proof of ownership and payment of charges due, without the approval of the WCSO. This shall be clearly marked on the Tow Card provided by the WCSO employee.
- B. Seized Vehicles: If the WCSO orders a vehicle be towed for any other reason, and the Tow Card is marked "Hold", the Contractor shall not release the vehicle without prior written approval of the WCSO.
- C. Unclaimed Vehicles: The Contractor shall notify the WCSO of any vehicle ordered into storage; a hold has not been placed, and has not been claimed within thirty (30) days. The WCSO shall then have the right, in its sole discretion, to:
 - Sell the vehicle at public auction and pay the towing and storage fees from the proceeds of the sale; or
 - Assign the vehicle to the Contractor by delivering to the Contractor two copies of the salvage certificate title. If the WCSO assigns the vehicle to the Contractor, such assignment shall be in full satisfaction for any towing and storage fees due on the vehicle. Upon disposing of said vehicle, the Contractor must complete the required Tow Company Profit Report Form provided by the WCSO and immediately return to the WCSO.

7. Abandoned Junk Motor Vehicles:

- A. An abandoned junk motor vehicle means a vehicle that is:
 - Three (3) years old or older;
 - Extensively damaged (missing wheels, tires, motor, transmission, etc.);
 - Apparently inoperable; and
 - Has a fair market value of \$1,500.00 or less.
- B. The Contractor shall complete the required Abandoned Motor Vehicle Form provided by the WCSO. The Contractor must provide on the form a true and accurate description of the vehicle, as well as a true estimate of the vehicle's value. Upon receiving the required form, the WCSO shall take detailed photographs and execute the required paperwork.
- C. The WCSO shall execute in quadruplicate the affidavit prescribed by the registrar of the motor vehicles, describing the motor vehicle and the manner in which it was disposed of. Monies received by the Contractor from the disposal of a junk motor vehicle are in full satisfaction of any towing and storage fees due on the vehicle.

- D. If the vehicle meets the definition of junk motor vehicle excepting that it is not three (3) years old, the vehicle shall be stored by the Contractor and not immediately disposed of. The Contractor shall then notify the WCSO of any such vehicle which is not claimed within thirty (30) days and it shall be classified as an Unclaimed Vehicle as listed in Section 6. C.

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- A. The Contractor hereby agrees to assume responsibility for the vehicle from the time the vehicle is prepared for towing until such time as the vehicle is no longer in the Contractor's physical control. Further, the Contractor agrees that it shall be solely responsible and assumes all liability for any and all damages caused during or after towing and storage including, but not limited to, missing, stolen or exchanged parts or accessories, or damage to the interior or exterior of the vehicle.
- B. The Contractor hereby agrees to protect, indemnify and hold harmless the County, WCSO, its employees, officials, divisions and departments against any and all actions, claims, demands or liabilities for injury or damage to persons or property arising from the performance of the Contractor's duties under this contract by any person, and shall pay all expenses which the WCSO and/or County may incur in the investigation and/or defense of any such claim, including attorney fees and court costs.
- C. Notwithstanding the foregoing, the Contractor shall not bear liability for any claims caused by the WCSO wrongfully ordering a vehicle to be towed and/or stored.

9. Insurance:

- A. The Contractor shall not commence work under the contract until it has obtained all insurance required under this paragraph. The policies shall also protect the WCSO and County and their employees and agents as additional insured parties. Certified copies of the insurance policies, fully executed by officers of the insurance company, shall be submitted with the executed contract. Coverage shall be provided through insurance companies licensed to do business in the State of Ohio and with a Best Rating of A- or better.
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- C. The Contractor shall maintain during the life of the contract, Comprehensive General Liability Insurance with limits of \$1,000,000.00 Per Occurrence, \$2,000,000.00/Aggregate, with no interruption of coverage during the entire term of the contract. No policy of Comprehensive General Liability coverage that provides only

excess coverage for an additional insurance is permitted. Contractor shall also carry Automobile Liability Insurance with limits of \$1,000,000.00 Per Occurrence/Aggregate. Such policies shall protect the Contractor and the County from any and all claims or damages for bodily injury, including accidental death, as well as any and all claims for property damage, during the performance of services under the Contract, whether such performance be by the Contractor, any subcontractor, or by anyone directly or indirectly employed by either of them, or in any such manner as would impose liability on the County. Contractor agrees that if any Comprehensive General Liability coverage is on a "claims made" basis, the policy provide that in the event this contract is terminated, Contractor shall continue such policy in effect for the period of any statute or statutes of limitation application to claims thereby insured, notwithstanding the termination of contract.

10. Term: This contract shall be in effect from **January 1, 2024** through **December 31, 2024**. Thereafter, this contract shall automatically renew for one-year terms. However, this contract may be terminated by either party at any time and for any reason upon fifteen (15) days written notice to the other party. Notice shall be deemed given upon receipt and shall be delivered by certified mail, return receipt requested, to the other party's address or shall be hand delivered. The contract terms and prices for services rendered shall also be reviewed periodically by the parties.

11. Safety Regulations:

- A. The Contractor shall at all times exercise every precaution for the protection of persons, including its employees, and property, and shall guard against creating any unnecessarily hazardous condition.
- B. The Contractor shall keep itself fully informed of, and shall strictly observe and comply with, all applicable federal, state, county, city and local laws, rules, regulations, and ordinances. Specifically, the Contractor shall meet all requirements of the Public Utilities Commission of Ohio (PUCO), including Federal Motor Carrier Safety Regulations (FMCSR), unless exempt from PUCO's registration requirements and FMCSR. In addition, the Contractor shall be required to give all notices and pay all fees for any required permits, licenses or inspections.
- C. Should the Contractor at any time find that any requirement of the contract is at variance with any applicable law, rule, regulation, requirement, order or decree, it shall promptly notify the Warren County Sheriff.

12. Assignment: Neither this contract, nor any part thereof, nor any funds to be received thereunder by the Contractor shall be assigned, except upon prior written permission of the County.

13. Independent Contractor Status: At all times during the term of the contract, the Contractor shall be and remain as an Independent Contractor with respect to all services performed under the contract. The Contractor agrees that all income reporting requirements to the U.S.

Government, the State of Ohio and any local governments are its responsibility and not that of the County. The Contractor shall be responsible for the payment of all taxes including, but not limited to, federal, state and local taxes; social security taxes, unemployment insurance taxes and any other taxes or license fees required by law, for its officers, agents and employees. The Contractor agrees that neither it, nor any of its officers, agents or employees are entitled to receive worker's compensation, unemployment compensation, vacation leave, sick leave or any other fringe benefits provided to the employees of the County or any other County agency under this contract. Contractor acknowledges that under this contract the County is not required to contribute to the Ohio Public Employees Retirement System on behalf of the Contractor, its officers, agents or employees, nor is the Contractor eligible to contribute to or receive benefits from said system.

14. This contract represents the entire and integrated agreement of the parties, and supersedes all prior negotiations, representations, and/or agreements, written or oral. This contract may only be modified or amended by a written agreement between the parties. This contract, and all rights and obligations of the parties hereunder, shall be construed and governed by the laws of the State of Ohio with venue located in the courts of Warren County, Ohio. To the extent that any provision of this contract is held to be invalid, that provision shall be deemed deleted from this contract and the remaining provisions shall remain in full force and effect.

Witness our signatures:

Contractor:

Signature

Print Name

Title

Board of Warren County Commissioners:

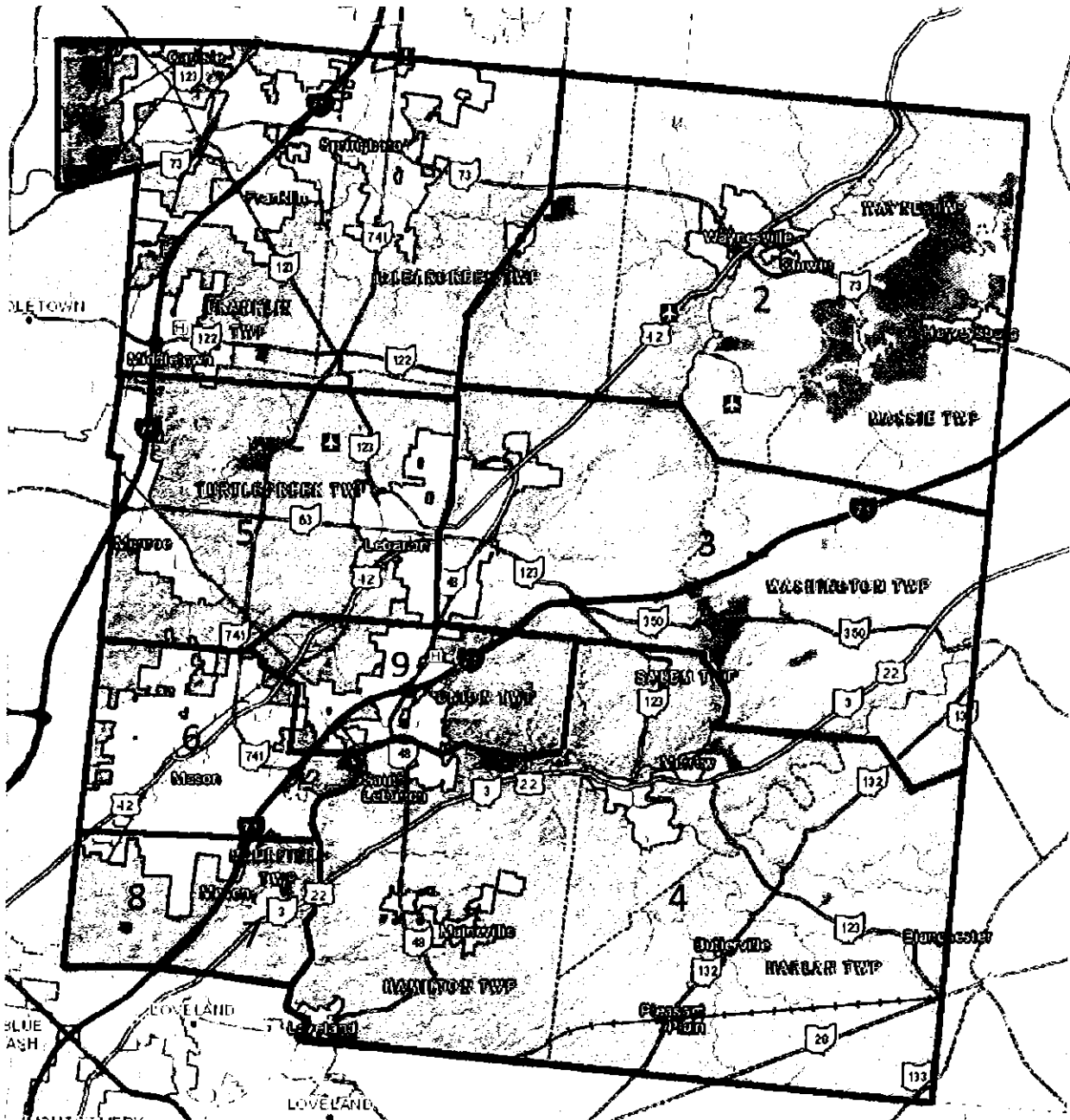
By

President, pursuant to Resolution No.

APPROVED AS TO FORM

Derek B. Faulkner
Asst. Prosecuting Attorney

Attachment 1



Contractor must complete the following:	Administrative Use Only
Indicate if you are capable of towing vehicles which weigh more than 10,000 pounds: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No COUNTY WIDE	Rate sheet on file: <input type="checkbox"/> Yes <input type="checkbox"/> No
Using the District Map above, indicate which Districts you wish to serve: <input checked="" type="checkbox"/> 1 <input checked="" type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input checked="" type="checkbox"/> 5 <input type="checkbox"/> 6 <input type="checkbox"/> 7 <input type="checkbox"/> 8 <input type="checkbox"/> 9	Based on geographical location of the Contractor, are these service Districts approved? <input type="checkbox"/> Yes <input type="checkbox"/> No

Warren County, Ohio
Towing Contract for the Warren County Sheriff's Office

This Contract is made this 5th day of October, 2023 by and between the Board of Warren County Commissioners "County" on behalf of the Warren County Sheriff's Office "WCSO", 822 Memorial Drive, Lebanon, Ohio 45036, and

Company name: Sora's Towing, Inc

Address: 731 State Route 28. Milford, OH 45150

By: *Lin Sora* Name, its duly authorized HR Dept Title

hereinafter known as "Contractor."

Recitals

Whereas, from time to time, the WCSO has need for the provision of towing and vehicle storage services, wrecker services and/or the removal or impound of vehicle (hereinafter "services"), in accordance with law; and

Whereas, the Contractor has adequate equipment to service tow calls from the WCSO and to remove such vehicles, and has storage facilities to store the same,

Witnesseth, that for the mutual promises contained herein, the parties do hereby agree as follows:

1. Other Contracts: The WCSO reserves the right to enter into other contracts for the same services with other Contractors. The Contractor hereby waives any claim for damages or extra compensation by reason of any real or supposed interference with the Contractor's performance of services under this contract due to these other contracts.

1.1 All Contractors will be placed on an alphabetical list for on-call rotation of services. This list will be maintained by the WCSO and provided to the Warren County Communications Center (WCCC). When requested by a WCSO employee, WCCC will contact the first Contractor whose services are available in the relevant district of patrol as established in Attachment 1. Should that Contractor be unavailable or unable to complete the service requested in a reasonable time or manner, the next available Contractor from the on-call rotation list will be contacted for services.

2. Availability: The Contractor shall be available by telephone (not pagers) to provide services twenty-four (24) hours per day, seven (7) days per week. In addition, the Contractor shall respond in a reasonable amount of time. The Contractor shall provide an estimated time of arrival. If the WCSO deems the response time is too long, WCSO may seek the next available contractor to respond. **The WCSO has the right to establish limited, areas of response to be served by Contractor based upon the geographical locations of the Contractor and their relation to established districts of patrol. The Contractor may make a request to be included in areas of response as provided in the attached district map (Attachment 1), however whether to include Contractor in an area of response shall be at the**

discretion of the WCSO. The Contractor shall notify the WCSO of any periods during which the Contractor shall be unavailable to provide services.

3. Services:

- A. Services include vehicle retrieval/removal, loading, securing, scene clean-up, and storage of the vehicle(s) as designated by the WCSO.
- B. All vehicles towed pursuant to this contract shall be towed to the Contractor's place of business unless the WCSO requests the vehicle be towed to another location including, but not limited to: The Warren County Sheriff's Office, Warren County Drug Task Force or the Miami Valley Regional Crime Lab.
- C. The Contractor agrees that when towing a vehicle ordered into storage by the WCSO, it shall deliver that vehicle to the location designated by the WCSO not more than two (2) hours after it is removed.
- D. The Contractor shall not respond to the scene of an accident or emergency for purposes of providing towing or wrecker services unless dispatched to the location by the WCSO, or unless engaged by a third person having a direct ownership interest in the vehicle(s) involved.
- E. WCSO employees, when at the scene, are completely in charge of the scene or event, and the Contractor shall at all times follow the directions of the WCSO employee regarding scene safety.

4. Storage:

- A. The Contractor shall have adequate storage space for vehicles; this includes storage of buses, commercial tractor/trailers and semitrailers, if equipped to tow such vehicles, when the need arises. The storage area must comply with Ohio Revised Code and local zoning and health regulations. The Contractor shall not store towed vehicle upon public streets, alleys or other public ways or unprotected private property, The Contractor shall properly and within two (2) hours secure all vehicles towed at the request of the WCSO.
- B. If a towed vehicle which has been ordered into the Contractor's possession is stored at a location other than the Contractor's place of business, it is the responsibility of the Contractor to promptly provide transportation for the person claiming the vehicle. It shall further be the duty of the Contractor to render assistance in delivering the vehicle from its storage space when necessary.
- C. The Contractor shall be available to release any vehicle stored pursuant to this contract, except those vehicles which require a release from the WCSO, between the hours of 9:00 a.m. and 5:00 p.m., Monday through Friday, excluding National Holidays. Upon the presentation of proof of ownership of the vehicle, the Contractor shall permit

the owner to retrieve any personal items from the vehicle without retrieving the vehicle or paying any fee during these same hours; however, that no owner shall be permitted to retrieve any personal items if the WCSO placed a hold on the personal items in the vehicle. For purposes of this contract, personal items do not include items attached to the motor vehicle.

- D. The Contractor agrees not to release any impounded or seized vehicle which requires a release except upon the written order of the WCSO. If the vehicle requires a release, the WCSO shall place a hold on the vehicle and the Contractor shall assume custody of the vehicle until the same is released by the WCSO.

5. Fees:

A. Vehicles Ordered Impounded/Seized:

- Vehicles which gross vehicle weight is under 10,000 pounds:

Towing Fees: \$200.00

Storage Fee: Not more than \$25.00 per twenty-four (24) hours after initial twenty-four (24) hours.

- Vehicles which gross vehicle weight are over 10,000 pounds (Heavy Duty): The contractor is expected to stay within the usual customary rates as established and on file.

- B. Vehicles Towed from Private Residential or Agricultural Property will be in strict compliance with ORC 4513.60.

- C. Additional charges may be applied when the wait time exceeds one (1) hour upon arrival on scene, when there is extensive scene cleanup, or when additional wreckers or labor are required at the scene. Should additional wreckers be required the established rates above are applicable. Additional labor may be billed in fifteen (15) minute increments, up to a maximum of \$100.00 per hour.

- D. If the owner of an abandoned vehicle arrives after the vehicle has been prepared for removal but before the actual removal, the Contractor must give the vehicle owner the opportunity to pay a fee of not more than \$75.00 for vehicles under 10,000 pounds and not more than established rates for Heavy Duty vehicles in order to obtain release of the vehicle. Upon payment of the fee, the Contractor shall give the owner a receipt showing both the full towing fee normally assessed and the actual amount received, and shall release the vehicle to the owner.

- E. The WCSO reserves the right to review any charges made by the Contractor pursuant to this contract. If the WCSO deems necessary it shall conduct an administrative review of the Contractor procedure and charges. If the Contractor is found to have violated any terms of this contract, the Contractor may be suspended or removed from the rotation.

6. Release of Vehicles:

- A. Abandoned Vehicles: If the WCSO requests the vehicle be towed because it is an abandoned vehicle, once the vehicle has been towed, the vehicle owner is responsible for paying the towing and storage fees to reclaim the vehicle. The Contractor may release the vehicle to the owner, upon proof of ownership and payment of charges due, without the approval of the WCSO. This shall be clearly marked on the Tow Card provided by the WCSO employee.
- B. Seized Vehicles: If the WCSO orders a vehicle be towed for any other reason, and the Tow Card is marked "Hold", the Contractor shall not release the vehicle without prior written approval of the WCSO.
- C. Unclaimed Vehicles: The Contractor shall notify the WCSO of any vehicle ordered into storage; a hold has not been placed, and has not been claimed within thirty (30) days. The WCSO shall then have the right, in its sole discretion, to:
 - Sell the vehicle at public auction and pay the towing and storage fees from the proceeds of the sale; or
 - Assign the vehicle to the Contractor by delivering to the Contractor two copies of the salvage certificate title. If the WCSO assigns the vehicle to the Contractor, such assignment shall be in full satisfaction for any towing and storage fees due on the vehicle. Upon disposing of said vehicle, the Contractor must complete the required Tow Company Profit Report Form provided by the WCSO and immediately return to the WCSO.

7. Abandoned Junk Motor Vehicles:

- A. An abandoned junk motor vehicle means a vehicle that is:
 - Three (3) years old or older;
 - Extensively damaged (missing wheels, tires, motor, transmission, etc.);
 - Apparently inoperable; and
 - Has a fair market value of \$1,500.00 or less.
- B. The Contractor shall complete the required Abandoned Motor Vehicle Form provided by the WCSO. The Contractor must provide on the form a true and accurate description of the vehicle, as well as a true estimate of the vehicle's value. Upon receiving the required form, the WCSO shall take detailed photographs and execute the required paperwork.
- C. The WCSO shall execute in quadruplicate the affidavit prescribed by the registrar of the motor vehicles, describing the motor vehicle and the manner in which it was disposed of. Monies received by the Contractor from the disposal of a junk motor vehicle are in full satisfaction of any towing and storage fees due on the vehicle.

- D. If the vehicle meets the definition of junk motor vehicle excepting that it is not three (3) years old, the vehicle shall be stored by the Contractor and not immediately disposed of. The Contractor shall then notify the WCSO of any such vehicle which is not claimed within thirty (30) days and it shall be classified as an Unclaimed Vehicle as listed in Section 6. C.

8. Responsibilities and Indemnification:

- A. The Contractor hereby agrees to assume responsibility for the vehicle from the time the vehicle is prepared for towing until such time as the vehicle is no longer in the Contractor's physical control. Further, the Contractor agrees that it shall be solely responsible and assumes all liability for any and all damages caused during or after towing and storage including, but not limited to, missing, stolen or exchanged parts or accessories, or damage to the interior or exterior of the vehicle.
- B. The Contractor hereby agrees to protect, indemnify and hold harmless the County, WCSO, its employees, officials, divisions and departments against any and all actions, claims, demands or liabilities for injury or damage to persons or property arising from the performance of the Contractor's duties under this contract by any person, and shall pay all expenses which the WCSO and/or County may incur in the investigation and/or defense of any such claim, including attorney fees and court costs.
- C. Notwithstanding the foregoing, the Contractor shall not bear liability for any claims caused by the WCSO wrongfully ordering a vehicle to be towed and/or stored.

9. Insurance:

- A. The Contractor shall not commence work under the contract until it has obtained all insurance required under this paragraph. The policies shall also protect the WCSO and County and their employees and agents as additional insured parties. Certified copies of the insurance policies, fully executed by officers of the insurance company, shall be submitted with the executed contract. Coverage shall be provided through insurance companies licensed to do business in the State of Ohio and with a Best Rating of A- or better.
- B. During the term of the contract, the Contractor shall provide evidence of insurance in the amounts stated below. The Contractor may also be required to submit the original insurance policies for inspection and approval of the County. Said policies shall provide that they cannot be cancelled, permitted to expire, or be changed without fifteen (15) days advanced written notice to the County. The Contractor shall provide all insurance required by this contract.
- C. The Contractor shall maintain during the life of the contract, Comprehensive General Liability Insurance with limits of \$1,000,000.00 Per Occurrence, \$2,000,000.00/Aggregate, with no interruption of coverage during the entire term of the contract. No policy of Comprehensive General Liability coverage that provides only

excess coverage for an additional insurance is permitted. Contractor shall also carry Automobile Liability Insurance with limits of \$1,000,000.00 Per Occurrence/Aggregate. Such policies shall protect the Contractor and the County from any and all claims or damages for bodily injury, including accidental death, as well as any and all claims for property damage, during the performance of services under the Contract, whether such performance be by the Contractor, any subcontractor, or by anyone directly or indirectly employed by either of them, or in any such manner as would impose liability on the County. Contractor agrees that if any Comprehensive General Liability coverage is on a "claims made" basis, the policy provide that in the event this contract is terminated, Contractor shall continue such policy in effect for the period of any statute or statutes of limitation application to claims thereby insured, notwithstanding the termination of contract.

10. Term: This contract shall be in effect from **January 1, 2024** through **December 31, 2024**. Thereafter, this contract shall automatically renew for one-year terms. However, this contract may be terminated by either party at any time and for any reason upon fifteen (15) days written notice to the other party. Notice shall be deemed given upon receipt and shall be delivered by certified mail, return receipt requested, to the other party's address or shall be hand delivered. The contract terms and prices for services rendered shall also be reviewed periodically by the parties.

11. Safety Regulations:

- A. The Contractor shall at all times exercise every precaution for the protection of persons, including its employees, and property, and shall guard against creating any unnecessarily hazardous condition.
- B. The Contractor shall keep itself fully informed of, and shall strictly observe and comply with, all applicable federal, state, county, city and local laws, rules, regulations, and ordinances. Specifically, the Contractor shall meet all requirements of the Public Utilities Commission of Ohio (PUCO), including Federal Motor Carrier Safety Regulations (FMCSR), unless exempt from PUCO's registration requirements and FMCSR. In addition, the Contractor shall be required to give all notices and pay all fees for any required permits, licenses or inspections.
- C. Should the Contractor at any time find that any requirement of the contract is at variance with any applicable law, rule, regulation, requirement, order or decree, it shall promptly notify the Warren County Sheriff.

12. Assignment: Neither this contract, nor any part thereof, nor any funds to be received thereunder by the Contractor shall be assigned, except upon prior written permission of the County.

13. Independent Contractor Status: At all times during the term of the contract, the Contractor shall be and remain as an Independent Contractor with respect to all services performed under the contract. The Contractor agrees that all income reporting requirements to the U.S.

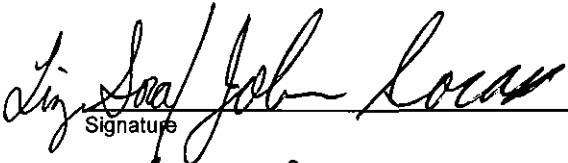
Government, the State of Ohio and any local governments are its responsibility and not that of the County. The Contractor shall be responsible for the payment of all taxes including, but not limited to, federal, state and local taxes; social security taxes, unemployment insurance taxes and any other taxes or license fees required by law, for its officers, agents and employees. The Contractor agrees that neither it, nor any of its officers, agents or employees are entitled to receive worker's compensation, unemployment compensation, vacation leave, sick leave or any other fringe benefits provided to the employees of the County or any other County agency under this contract. Contractor acknowledges that under this contract the County is not required to contribute to the Ohio Public Employees Retirement System on behalf of the Contractor, its officers, agents or employees, nor is the Contractor eligible to contribute to or receive benefits from said system.


14. This contract represents the entire and integrated agreement of the parties, and supersedes all prior negotiations, representations, and/or agreements, written or oral. This contract may only be modified or amended by a written agreement between the parties. This contract, and all rights and obligations of the parties hereunder, shall be construed and governed by the laws of the State of Ohio with venue located in the courts of Warren County, Ohio. To the extent that any provision of this contract is held to be invalid, that provision shall be deemed deleted from this contract and the remaining provisions shall remain in full force and effect.

Witness our signatures:

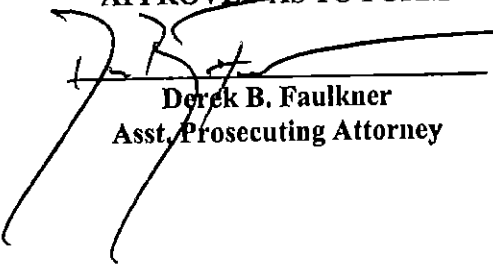
Contractor:

Board of Warren County Commissioners:

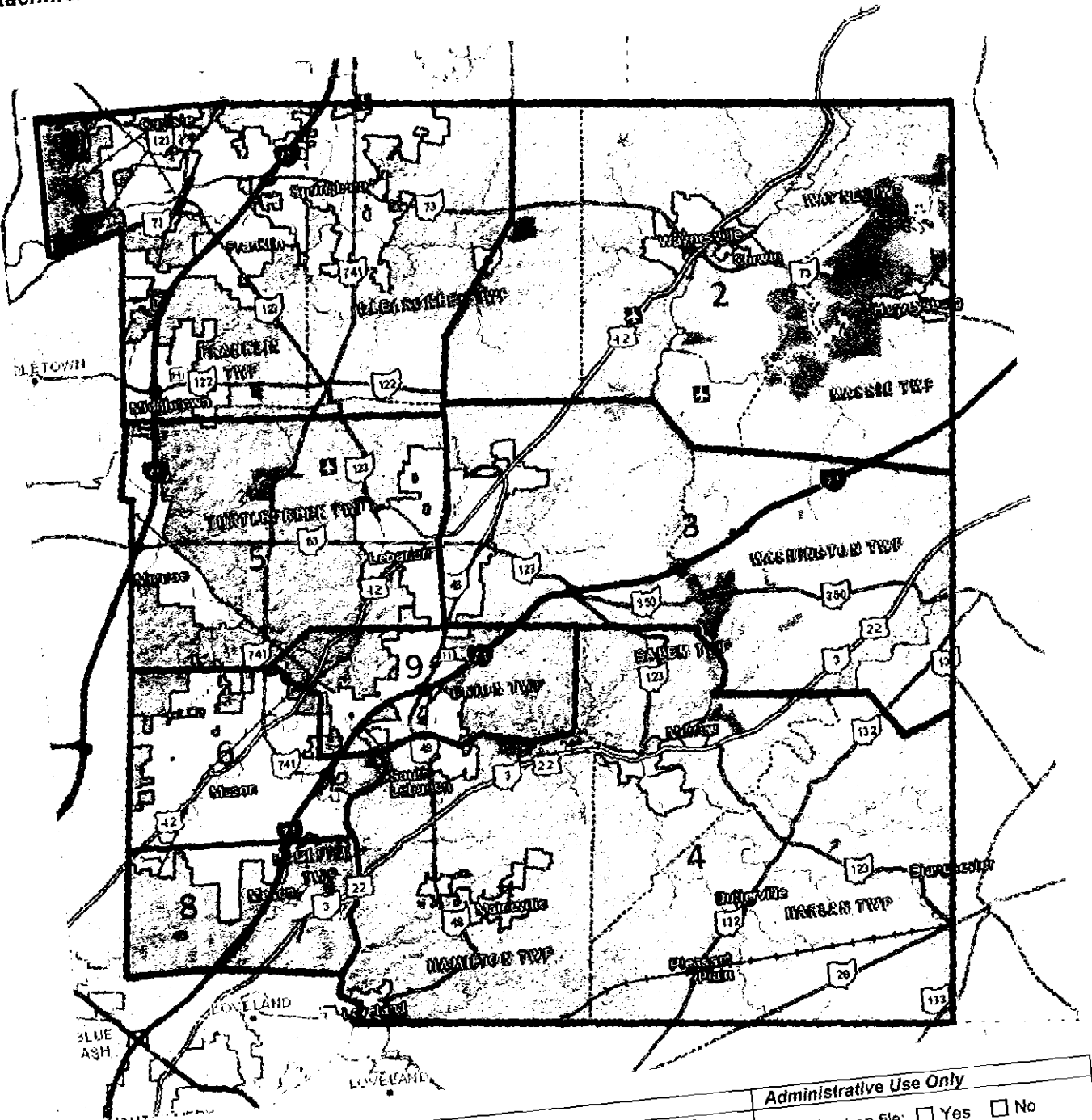

Signature
Liz Sora/John Sora II
Print Name
HR/President
Title

By: 
President, pursuant to Resolution No. 1675

~~APPROVED AS TO FORM~~


Derek B. Faulkner
Asst. Prosecuting Attorney

Attachment 1



<p>Contractor must complete the following: Indicate if you are capable of towing vehicles which weigh more than 10,000 pounds: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>Administrative Use Only Rate sheet on file: <input type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>Using the District Map above, indicate which Districts you wish to serve: <input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5 <input checked="" type="checkbox"/> 6 <input checked="" type="checkbox"/> 7 <input checked="" type="checkbox"/> 8 <input type="checkbox"/> 9</p>	<p>Based on geographical location of the Contractor, are these service Districts approved? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>

Warren County, Ohio
Towing Contract for the Warren County Sheriff's Office

This Contract is made this 10~~th~~ day of October, 2023 by and between the Board of Warren County Commissioners "County" on behalf of the Warren County Sheriff's Office "WCSO", 822 Memorial Drive, Lebanon, Ohio 45036, and

Company name: BARNES Automotive Service LLC

Address: 201 W. Main St Mason, Ohio 45040

By: [Signature], its duly authorized Member
Name Title

hereinafter known as "Contractor."

Recitals

Whereas, from time to time, the WCSO has need for the provision of towing and vehicle storage services, wrecker services and/or the removal or impound of vehicle (hereinafter "services"), in accordance with law; and

Whereas, the Contractor has adequate equipment to service tow calls from the WCSO and to remove such vehicles, and has storage facilities to store the same,

Witnesseth, that for the mutual promises contained herein, the parties do hereby agree as follows:

1. Other Contracts: The WCSO reserves the right to enter into other contracts for the same services with other Contractors. The Contractor hereby waives any claim for damages or extra compensation by reason of any real or supposed interference with the Contractor's performance of services under this contract due to these other contracts.

1.1 All Contractors will be placed on an alphabetical list for on-call rotation of services. This list will be maintained by the WCSO and provided to the Warren County Communications Center (WCCC). When requested by a WCSO employee, WCCC will contact the first Contractor whose services are available in the relevant district of patrol as established in Attachment 1. Should that Contractor be unavailable or unable to complete the service requested in a reasonable time or manner, the next available Contractor from the on-call rotation list will be contacted for services.

2. Availability: The Contractor shall be available by telephone (not pagers) to provide services twenty-four (24) hours per day, seven (7) days per week. In addition, the Contractor shall respond in a reasonable amount of time. The Contractor shall provide an estimated time of arrival. If the WCSO deems the response time is too long, WCSO may seek the next available contractor to respond. **The WCSO has the right to establish limited, areas of response to be served by Contractor based upon the geographical locations of the Contractor and their relation to established districts of patrol. The Contractor may make a request to be included in areas of response as provided in the attached district map (Attachment 1), however whether to include Contractor in an area of response shall be at the**

discretion of the WCSO. The Contractor shall notify the WCSO of any periods during which the Contractor shall be unavailable to provide services.

3. Services:

- A. Services include vehicle retrieval/removal, loading, securing, scene clean-up, and storage of the vehicle(s) as designated by the WCSO.
- B. All vehicles towed pursuant to this contract shall be towed to the Contactor's place of business unless the WCSO requests the vehicle be towed to another location including, but not limited to: The Warren County Sheriff's Office, Warren County Drug Task Force or the Miami Valley Regional Crime Lab.
- C. The Contractor agrees that when towing a vehicle ordered into storage by the WCSO, it shall deliver that vehicle to the location designated by the WCSO not more than two (2) hours after it is removed.
- D. The Contractor shall not respond to the scene of an accident or emergency for purposes of providing towing or wrecker services unless dispatched to the location by the WCSO, or unless engaged by a third person having a direct ownership interest in the vehicle(s) involved.
- E. WCSO employees, when at the scene, are completely in charge of the scene or event, and the Contractor shall at all times follow the directions of the WCSO employee regarding scene safety.

4. Storage:

- A. The Contractor shall have adequate storage space for vehicles; this includes storage of buses, commercial tractor/trailers and semitrailers, if equipped to tow such vehicles, when the need arises. The storage area must comply with Ohio Revised Code and local zoning and health regulations. The Contractor shall not store towed vehicle upon public streets, alleys or other public ways or unprotected private property, The Contractor shall properly and within two (2) hours secure all vehicles towed at the request of the WCSO.
- B. If a towed vehicle which has been ordered into the Contractors possession is stored at a location other than the Contractor's place of business, it is the responsibility of the Contractor to promptly provide transportation for the person claiming the vehicle. It shall further be the duty of the Contractor to render assistance in delivering the vehicle from its storage space when necessary.
- C. The Contractor shall be available to release any vehicle stored pursuant to this contract, except those vehicles which require a release from the WCSO, between the hours of 9:00 a.m. and 5:00 p.m., Monday through Friday, excluding National Holidays. Upon the presentation of proof of ownership of the vehicle, the Contractor shall permit

the owner to retrieve any personal items from the vehicle without retrieving the vehicle or paying any fee during these same hours; however, that no owner shall be permitted to retrieve any personal items if the WCSO placed a hold on the personal items in the vehicle. For purposes of this contract, personal items do not include items attached to the motor vehicle.

- D. The Contractor agrees not to release any impounded or seized vehicle which requires a release except upon the written order of the WCSO. If the vehicle requires a release, the WCSO shall place a hold on the vehicle and the Contractor shall assume custody of the vehicle until the same is released by the WCSO.

5. Fees:

A. Vehicles Ordered Impounded/Seized:

- Vehicles which gross vehicle weight is under 10,000 pounds:

Towing Fees: \$200.00

Storage Fee: Not more than \$25.00 per twenty-four (24) hours after initial twenty-four (24) hours.

- Vehicles which gross vehicle weight are over 10,000 pounds (Heavy Duty): The contractor is expected to stay within the usual customary rates as established and on file.

- B. Vehicles Towed from Private Residential or Agricultural Property will be in strict compliance with ORC 4513.60.

- C. Additional charges may be applied when the wait time exceeds one (1) hour upon arrival on scene, when there is extensive scene cleanup, or when additional wreckers or labor are required at the scene. Should additional wreckers be required the established rates above are applicable. Additional labor may be billed in fifteen (15) minute increments, up to a maximum of \$100.00 per hour.

- D. If the owner of an abandoned vehicle arrives after the vehicle has been prepared for removal but before the actual removal, the Contractor must give the vehicle owner the opportunity to pay a fee of not more than \$75.00 for vehicles under 10,000 pounds and not more than established rates for Heavy Duty vehicles in order to obtain release of the vehicle. Upon payment of the fee, the Contractor shall give the owner a receipt showing both the full towing fee normally assessed and the actual amount received, and shall release the vehicle to the owner.

- E. The WCSO reserves the right to review any charges made by the Contractor pursuant to this contract. If the WCSO deems necessary it shall conduct an administrative review of the Contractor procedure and charges. If the Contractor is found to have violated any terms of this contract, the Contractor may be suspended or removed from the rotation.

6. Release of Vehicles:

- A. Abandoned Vehicles: If the WCSO requests the vehicle be towed because it is an abandoned vehicle, once the vehicle has been towed, the vehicle owner is responsible for paying the towing and storage fees to reclaim the vehicle. The Contractor may release the vehicle to the owner, upon proof of ownership and payment of charges due, without the approval of the WCSO. This shall be clearly marked on the Tow Card provided by the WCSO employee.
- B. Seized Vehicles: If the WCSO orders a vehicle be towed for any other reason, and the Tow Card is marked "Hold", the Contractor shall not release the vehicle without prior written approval of the WCSO.
- C. Unclaimed Vehicles: The Contractor shall notify the WCSO of any vehicle ordered into storage; a hold has not been placed, and has not been claimed within thirty (30) days. The WCSO shall then have the right, in its sole discretion, to:
 - Sell the vehicle at public auction and pay the towing and storage fees from the proceeds of the sale; or
 - Assign the vehicle to the Contractor by delivering to the Contractor two copies of the salvage certificate title. If the WCSO assigns the vehicle to the Contractor, such assignment shall be in full satisfaction for any towing and storage fees due on the vehicle. Upon disposing of said vehicle, the Contractor must complete the required Tow Company Profit Report Form provided by the WCSO and immediately return to the WCSO.

7. Abandoned Junk Motor Vehicles:

- A. An abandoned junk motor vehicle means a vehicle that is:
 - Three (3) years old or older;
 - Extensively damaged (missing wheels, tires, motor, transmission, etc.);
 - Apparently inoperable; and
 - Has a fair market value of \$1,500.00 or less.
- B. The Contractor shall complete the required Abandoned Motor Vehicle Form provided by the WCSO. The Contractor must provide on the form a true and accurate description of the vehicle, as well as a true estimate of the vehicle's value. Upon receiving the required form, the WCSO shall take detailed photographs and execute the required paperwork.
- C. The WCSO shall execute in quadruplicate the affidavit prescribed by the registrar of the motor vehicles, describing the motor vehicle and the manner in which it was disposed of. Monies received by the Contractor from the disposal of a junk motor vehicle are in full satisfaction of any towing and storage fees due on the vehicle.

- D. If the vehicle meets the definition of junk motor vehicle excepting that it is not three (3) years old, the vehicle shall be stored by the Contractor and not immediately disposed of. The Contractor shall then notify the WCSO of any such vehicle which is not claimed within thirty (30) days and it shall be classified as an Unclaimed Vehicle as listed in Section 6. C.

8. Responsibilities and Indemnification:

- A. The Contractor hereby agrees to assume responsibility for the vehicle from the time the vehicle is prepared for towing until such time as the vehicle is no longer in the Contractor's physical control. Further, the Contractor agrees that it shall be solely responsible and assumes all liability for any and all damages caused during or after towing and storage including, but not limited to, missing, stolen or exchanged parts or accessories, or damage to the interior or exterior of the vehicle.
- B. The Contractor hereby agrees to protect, indemnify and hold harmless the County, WCSO, its employees, officials, divisions and departments against any and all actions, claims, demands or liabilities for injury or damage to persons or property arising from the performance of the Contractor's duties under this contract by any person, and shall pay all expenses which the WCSO and/or County may incur in the investigation and/or defense of any such claim, including attorney fees and court costs.
- C. Notwithstanding the foregoing, the Contractor shall not bear liability for any claims caused by the WCSO wrongfully ordering a vehicle to be towed and/or stored.

9. Insurance:

- A. The Contractor shall not commence work under the contract until it has obtained all insurance required under this paragraph. The policies shall also protect the WCSO and County and their employees and agents as additional insured parties. Certified copies of the insurance policies, fully executed by officers of the insurance company, shall be submitted with the executed contract. Coverage shall be provided through insurance companies licensed to do business in the State of Ohio and with a Best Rating of A- or better.
- B. During the term of the contract, the Contractor shall provide evidence of insurance in the amounts stated below. The Contractor may also be required to submit the original insurance policies for inspection and approval of the County. Said policies shall provide that they cannot be cancelled, permitted to expire, or be changed without fifteen (15) days advanced written notice to the County. The Contractor shall provide all insurance required by this contract.
- C. The Contractor shall maintain during the life of the contract, Comprehensive General Liability Insurance with limits of \$1,000,000.00 Per Occurrence, \$2,000,000.00/Aggregate, with no interruption of coverage during the entire term of the contract. No policy of Comprehensive General Liability coverage that provides only

excess coverage for an additional insurance is permitted. Contractor shall also carry Automobile Liability Insurance with limits of \$1,000,000.00 Per Occurrence/Aggregate. Such policies shall protect the Contractor and the County from any and all claims or damages for bodily injury, including accidental death, as well as any and all claims for property damage, during the performance of services under the Contract, whether such performance be by the Contractor, any subcontractor, or by anyone directly or indirectly employed by either of them, or in any such manner as would impose liability on the County. Contractor agrees that if any Comprehensive General Liability coverage is on a "claims made" basis, the policy provide that in the event this contract is terminated, Contractor shall continue such policy in effect for the period of any statute or statutes of limitation application to claims thereby insured, notwithstanding the termination of contract.

10. Term: This contract shall be in effect from **January 1, 2024** through **December 31, 2024**. Thereafter, this contract shall automatically renew for one-year terms. However, this contract may be terminated by either party at any time and for any reason upon fifteen (15) days written notice to the other party. Notice shall be deemed given upon receipt and shall be delivered by certified mail, return receipt requested, to the other party's address or shall be hand delivered. The contract terms and prices for services rendered shall also be reviewed periodically by the parties.

11. Safety Regulations:

- A. The Contractor shall at all times exercise every precaution for the protection of persons, including its employees, and property, and shall guard against creating any unnecessarily hazardous condition.
- B. The Contractor shall keep itself fully informed of, and shall strictly observe and comply with, all applicable federal, state, county, city and local laws, rules, regulations, and ordinances. Specifically, the Contractor shall meet all requirements of the Public Utilities Commission of Ohio (PUCO), including Federal Motor Carrier Safety Regulations (FMCSR), unless exempt from PUCO's registration requirements and FMCSR. In addition, the Contractor shall be required to give all notices and pay all fees for any required permits, licenses or inspections.
- C. Should the Contractor at any time find that any requirement of the contract is at variance with any applicable law, rule, regulation, requirement, order or decree, it shall promptly notify the Warren County Sheriff.

12. Assignment: Neither this contract, nor any part thereof, nor any funds to be received thereunder by the Contractor shall be assigned, except upon prior written permission of the County.

13. Independent Contractor Status: At all times during the term of the contract, the Contractor shall be and remain as an Independent Contractor with respect to all services performed under the contract. The Contractor agrees that all income reporting requirements to the U.S.

Government, the State of Ohio and any local governments are its responsibility and not that of the County. The Contractor shall be responsible for the payment of all taxes including, but not limited to, federal, state and local taxes; social security taxes, unemployment insurance taxes and any other taxes or license fees required by law, for its officers, agents and employees. The Contractor agrees that neither it, nor any of its officers, agents or employees are entitled to receive worker's compensation, unemployment compensation, vacation leave, sick leave or any other fringe benefits provided to the employees of the County or any other County agency under this contract. Contractor acknowledges that under this contract the County is not required to contribute to the Ohio Public Employees Retirement System on behalf of the Contractor, its officers, agents or employees, nor is the Contractor eligible to contribute to or receive benefits from said system.


14. This contract represents the entire and integrated agreement of the parties, and supersedes all prior negotiations, representations, and/or agreements, written or oral. This contract may only be modified or amended by a written agreement between the parties. This contract, and all rights and obligations of the parties hereunder, shall be construed and governed by the laws of the State of Ohio with venue located in the courts of Warren County, Ohio. To the extent that any provision of this contract is held to be invalid, that provision shall be deemed deleted from this contract and the remaining provisions shall remain in full force and effect.

Witness our signatures:


Contractor:



Signature




Print Name



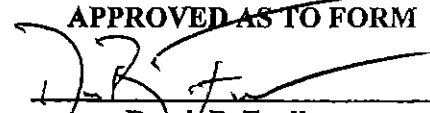
Title

Board of Warren County Commissioners:

By 

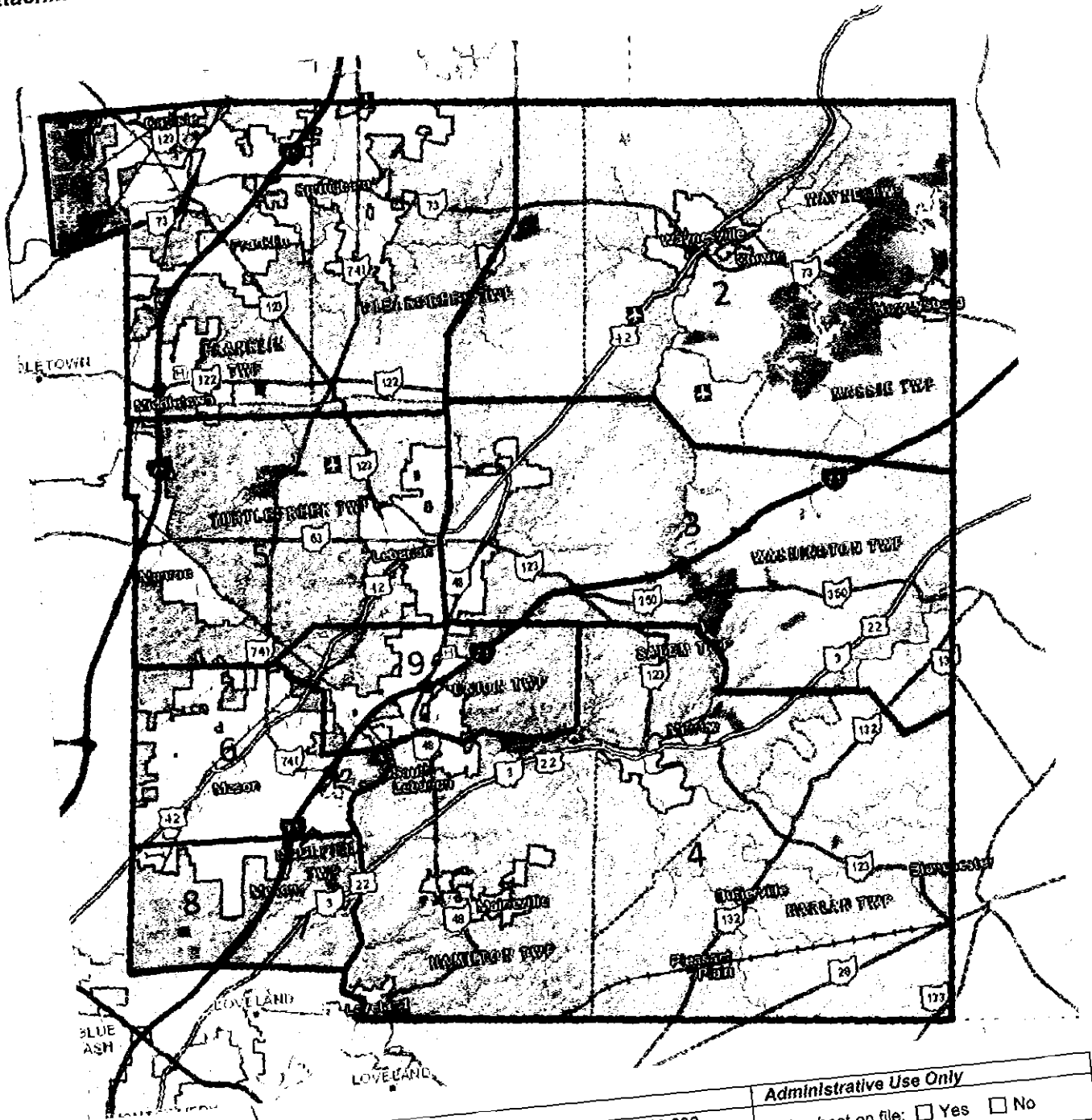
President, pursuant to Resolution No. 1075

APPROVED AS TO FORM



Derek B. Faulkner
Asst. Prosecuting Attorney

Attachment 1



<p>Contractor must complete the following:</p> <p>Indicate if you are capable of towing vehicles which weigh more than 10,000 pounds: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>Using the District Map above, indicate which Districts you wish to serve:</p>		<p>Administrative Use Only</p> <p>Rate sheet on file: <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Based on geographical location of the Contractor, are these service Districts approved? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>						
<input type="checkbox"/> 1	<input type="checkbox"/> 2	<input type="checkbox"/> 3	<input type="checkbox"/> 4	<input checked="" type="checkbox"/> 5	<input checked="" type="checkbox"/> 6	<input checked="" type="checkbox"/> 7	<input checked="" type="checkbox"/> 8	<input checked="" type="checkbox"/> 9

Warren County, Ohio
Towing Contract for the Warren County Sheriff's Office

This Contract is made this 16 day of November 2023 by and between the Board of Warren County Commissioners "County" on behalf of the Warren County Sheriff's Office "WCSO", 822 Memorial Drive, Lebanon, Ohio 45036, and

Company name: BARRETT'S TOWING

Address: 690 WEST MASON RD SOUTH LEBANON OH 45066

By: KELE BARRETT, its duly authorized OWNER
Name Title

hereinafter known as "Contractor."

Recitals

Whereas, from time to time, the WCSO has need for the provision of towing and vehicle storage services, wrecker services and/or the removal or impound of vehicle (hereinafter "services"), in accordance with law; and

Whereas, the Contractor has adequate equipment to service tow calls from the WCSO and to remove such vehicles, and has storage facilities to store the same,

Witnesseth, that for the mutual promises contained herein, the parties do hereby agree as follows:

1. Other Contracts: The WCSO reserves the right to enter into other contracts for the same services with other Contractors. The Contractor hereby waives any claim for damages or extra compensation by reason of any real or supposed interference with the Contractor's performance of services under this contract due to these other contracts.

1.1 All Contractors will be placed on an alphabetical list for on-call rotation of services. This list will be maintained by the WCSO and provided to the Warren County Communications Center (WCCC). When requested by a WCSO employee, WCCC will contact the first Contractor whose services are available in the relevant district of patrol as established in Attachment 1. Should that Contractor be unavailable or unable to complete the service requested in a reasonable time or manner, the next available Contractor from the on-call rotation list will be contacted for services.

2. Availability: The Contractor shall be available by telephone (not pagers) to provide services twenty-four (24) hours per day, seven (7) days per week. In addition, the Contractor shall respond in a reasonable amount of time. The Contractor shall provide an estimated time of arrival. If the WCSO deems the response time is too long, WCSO may seek the next available contractor to respond. **The WCSO has the right to establish limited, areas of response to be served by Contractor based upon the geographical locations of the Contractor and their relation to established districts of patrol. The Contractor may make a request to be included in areas of response as provided in the attached district map (Attachment 1), however whether to include Contractor in an area of response shall be at the**

discretion of the WCSO. The Contractor shall notify the WCSO of any periods during which the Contractor shall be unavailable to provide services.

3. Services:

- A. Services include vehicle retrieval/removal, loading, securing, scene clean-up, and storage of the vehicle(s) as designated by the WCSO.
- B. All vehicles towed pursuant to this contract shall be towed to the Contractor's place of business unless the WCSO requests the vehicle be towed to another location including, but not limited to: The Warren County Sheriff's Office, Warren County Drug Task Force or the Miami Valley Regional Crime Lab.
- C. The Contractor agrees that when towing a vehicle ordered into storage by the WCSO, it shall deliver that vehicle to the location designated by the WCSO not more than two (2) hours after it is removed.
- D. The Contractor shall not respond to the scene of an accident or emergency for purposes of providing towing or wrecker services unless dispatched to the location by the WCSO, or unless engaged by a third person having a direct ownership interest in the vehicle(s) involved.
- E. WCSO employees, when at the scene, are completely in charge of the scene or event, and the Contractor shall at all times follow the directions of the WCSO employee regarding scene safety.

4. Storage:

- A. The Contractor shall have adequate storage space for vehicles; this includes storage of buses, commercial tractor/trailers and semitrailers, if equipped to tow such vehicles, when the need arises. The storage area must comply with Ohio Revised Code and local zoning and health regulations. The Contractor shall not store towed vehicle upon public streets, alleys or other public ways or unprotected private property, The Contractor shall properly and within two (2) hours secure all vehicles towed at the request of the WCSO.
- B. If a towed vehicle which has been ordered into the Contractor's possession is stored at a location other than the Contractor's place of business, it is the responsibility of the Contractor to promptly provide transportation for the person claiming the vehicle. It shall further be the duty of the Contractor to render assistance in delivering the vehicle from its storage space when necessary.
- C. The Contractor shall be available to release any vehicle stored pursuant to this contract, except those vehicles which require a release from the WCSO, between the hours of 9:00 a.m. and 5:00 p.m., Monday through Friday, excluding National Holidays. Upon the presentation of proof of ownership of the vehicle, the Contractor shall permit

the owner to retrieve any personal items from the vehicle without retrieving the vehicle or paying any fee during these same hours; however, that no owner shall be permitted to retrieve any personal items if the WCSO placed a hold on the personal items in the vehicle. For purposes of this contract, personal items do not include items attached to the motor vehicle.

- D. The Contractor agrees not to release any impounded or seized vehicle which requires a release except upon the written order of the WCSO. If the vehicle requires a release, the WCSO shall place a hold on the vehicle and the Contractor shall assume custody of the vehicle until the same is released by the WCSO.

5. Fees:

A. Vehicles Ordered Impounded/Seized:

- Vehicles which gross vehicle weight is under 10,000 pounds:

Towing Fees: \$200.00

Storage Fee: Not more than \$25.00 per twenty-four (24) hours after initial
twenty-four (24) hours.

- Vehicles which gross vehicle weight are over 10,000 pounds (Heavy Duty): The contractor is expected to stay within the usual customary rates as established and on file.

- B. Vehicles Towed from Private Residential or Agricultural Property will be in strict compliance with ORC 4513.60.

- C. Additional charges may be applied when the wait time exceeds one (1) hour upon arrival on scene, when there is extensive scene cleanup, or when additional wreckers or labor are required at the scene. Should additional wreckers be required the established rates above are applicable. Additional labor may be billed in fifteen (15) minute increments, up to a maximum of \$100.00 per hour.

- D. If the owner of an abandoned vehicle arrives after the vehicle has been prepared for removal but before the actual removal, the Contractor must give the vehicle owner the opportunity to pay a fee of not more than \$75.00 for vehicles under 10,000 pounds and not more than established rates for Heavy Duty vehicles in order to obtain release of the vehicle. Upon payment of the fee, the Contractor shall give the owner a receipt showing both the full towing fee normally assessed and the actual amount received, and shall release the vehicle to the owner.

- E. The WCSO reserves the right to review any charges made by the Contractor pursuant to this contract. If the WCSO deems necessary it shall conduct an administrative review of the Contractor procedure and charges. If the Contractor is found to have violated any terms of this contract, the Contractor may be suspended or removed from the rotation.

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- B. Seized Vehicles: If the WCSO orders a vehicle be towed for any other reason, and the Tow Card is marked "Hold", the Contractor shall not release the vehicle without prior written approval of the WCSO.
- C. Unclaimed Vehicles: The Contractor shall notify the WCSO of any vehicle ordered into storage; a hold has not been placed, and has not been claimed within thirty (30) days. The WCSO shall then have the right, in its sole discretion, to:
 - Sell the vehicle at public auction and pay the towing and storage fees from the proceeds of the sale; or
 - Assign the vehicle to the Contractor by delivering to the Contractor two copies of the salvage certificate title. If the WCSO assigns the vehicle to the Contractor, such assignment shall be in full satisfaction for any towing and storage fees due on the vehicle. Upon disposing of said vehicle, the Contractor must complete the required Tow Company Profit Report Form provided by the WCSO and immediately return to the WCSO.

7. Abandoned Junk Motor Vehicles:

- A. An abandoned junk motor vehicle means a vehicle that is:
 - Three (3) years old or older;
 - Extensively damaged (missing wheels, tires, motor, transmission, etc.);
 - Apparently inoperable; and
 - Has a fair market value of \$1,500.00 or less.
- B. The Contractor shall complete the required Abandoned Motor Vehicle Form provided by the WCSO. The Contractor must provide on the form a true and accurate description of the vehicle, as well as a true estimate of the vehicle's value. Upon receiving the required form, the WCSO shall take detailed photographs and execute the required paperwork.
- C. The WCSO shall execute in quadruplicate the affidavit prescribed by the registrar of the motor vehicles, describing the motor vehicle and the manner in which it was disposed of. Monies received by the Contractor from the disposal of a junk motor vehicle are in full satisfaction of any towing and storage fees due on the vehicle.

- D. If the vehicle meets the definition of junk motor vehicle excepting that it is not three (3) years old, the vehicle shall be stored by the Contractor and not immediately disposed of. The Contractor shall then notify the WCSO of any such vehicle which is not claimed within thirty (30) days and it shall be classified as an Unclaimed Vehicle as listed in Section 6. C.

8. Responsibilities and Indemnification:

- A. The Contractor hereby agrees to assume responsibility for the vehicle from the time the vehicle is prepared for towing until such time as the vehicle is no longer in the Contractor's physical control. Further, the Contractor agrees that it shall be solely responsible and assumes all liability for any and all damages caused during or after towing and storage including, but not limited to, missing, stolen or exchanged parts or accessories, or damage to the interior or exterior of the vehicle.
- B. The Contractor hereby agrees to protect, indemnify and hold harmless the County, WCSO, its employees, officials, divisions and departments against any and all actions, claims, demands or liabilities for injury or damage to persons or property arising from the performance of the Contractor's duties under this contract by any person, and shall pay all expenses which the WCSO and/or County may incur in the investigation and/or defense of any such claim, including attorney fees and court costs.
- C. Notwithstanding the foregoing, the Contractor shall not bear liability for any claims caused by the WCSO wrongfully ordering a vehicle to be towed and/or stored.

9. Insurance:

- A. The Contractor shall not commence work under the contract until it has obtained all insurance required under this paragraph. The policies shall also protect the WCSO and County and their employees and agents as additional insured parties. Certified copies of the insurance policies, fully executed by officers of the insurance company, shall be submitted with the executed contract. Coverage shall be provided through insurance companies licensed to do business in the State of Ohio and with a Best Rating of A- or better.
- B. During the term of the contract, the Contractor shall provide evidence of insurance in the amounts stated below. The Contractor may also be required to submit the original insurance policies for inspection and approval of the County. Said policies shall provide that they cannot be cancelled, permitted to expire, or be changed without fifteen (15) days advanced written notice to the County. The Contractor shall provide all insurance required by this contract.
- C. The Contractor shall maintain during the life of the contract, Comprehensive General Liability Insurance with limits of \$1,000,000.00 Per Occurrence, \$2,000,000.00/Aggregate, with no interruption of coverage during the entire term of the contract. No policy of Comprehensive General Liability coverage that provides only

excess coverage for an additional insurance is permitted. Contractor shall also carry Automobile Liability Insurance with limits of \$1,000,000.00 Per Occurrence/Aggregate. Such policies shall protect the Contractor and the County from any and all claims or damages for bodily injury, including accidental death, as well as any and all claims for property damage, during the performance of services under the Contract, whether such performance be by the Contractor, any subcontractor, or by anyone directly or indirectly employed by either of them, or in any such manner as would impose liability on the County. Contractor agrees that if any Comprehensive General Liability coverage is on a "claims made" basis, the policy provide that in the event this contract is terminated, Contractor shall continue such policy in effect for the period of any statute or statutes of limitation application to claims thereby insured, notwithstanding the termination of contract.

10. Term: This contract shall be in effect from **January 1, 2024** through **December 31, 2024**. Thereafter, this contract shall automatically renew for one-year terms. However, this contract may be terminated by either party at any time and for any reason upon fifteen (15) days written notice to the other party. Notice shall be deemed given upon receipt and shall be delivered by certified mail, return receipt requested, to the other party's address or shall be hand delivered. The contract terms and prices for services rendered shall also be reviewed periodically by the parties.

11. Safety Regulations:

- A. The Contractor shall at all times exercise every precaution for the protection of persons, including its employees, and property, and shall guard against creating any unnecessarily hazardous condition.
- B. The Contractor shall keep itself fully informed of, and shall strictly observe and comply with, all applicable federal, state, county, city and local laws, rules, regulations, and ordinances. Specifically, the Contractor shall meet all requirements of the Public Utilities Commission of Ohio (PUCO), including Federal Motor Carrier Safety Regulations (FMCSR), unless exempt from PUCO's registration requirements and FMCSR. In addition, the Contractor shall be required to give all notices and pay all fees for any required permits, licenses or inspections.
- C. Should the Contractor at any time find that any requirement of the contract is at variance with any applicable law, rule, regulation, requirement, order or decree, it shall promptly notify the Warren County Sheriff.

12. Assignment: Neither this contract, nor any part thereof, nor any funds to be received thereunder by the Contractor shall be assigned, except upon prior written permission of the County.

13. Independent Contractor Status: At all times during the term of the contract, the Contractor shall be and remain as an Independent Contractor with respect to all services performed under the contract. The Contractor agrees that all income reporting requirements to the U.S.

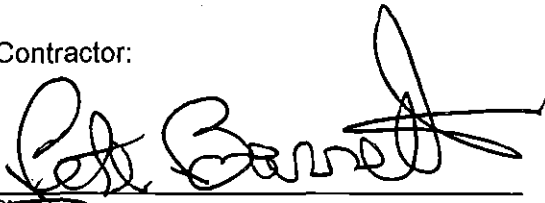
Government, the State of Ohio and any local governments are its responsibility and not that of the County. The Contractor shall be responsible for the payment of all taxes including, but not limited to, federal, state and local taxes; social security taxes, unemployment insurance taxes and any other taxes or license fees required by law, for its officers, agents and employees. The Contractor agrees that neither it, nor any of its officers, agents or employees are entitled to receive worker's compensation, unemployment compensation, vacation leave, sick leave or any other fringe benefits provided to the employees of the County or any other County agency under this contract. Contractor acknowledges that under this contract the County is not required to contribute to the Ohio Public Employees Retirement System on behalf of the Contractor, its officers, agents or employees, nor is the Contractor eligible to contribute to or receive benefits from said system.

14. This contract represents the entire and integrated agreement of the parties, and supersedes all prior negotiations, representations, and/or agreements, written or oral. This contract may only be modified or amended by a written agreement between the parties. This contract, and all rights and obligations of the parties hereunder, shall be construed and governed by the laws of the State of Ohio with venue located in the courts of Warren County, Ohio. To the extent that any provision of this contract is held to be invalid, that provision shall be deemed deleted from this contract and the remaining provisions shall remain in full force and effect.

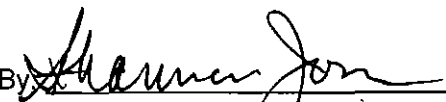
Witness our signatures:


Contractor:

Board of Warren County Commissioners:

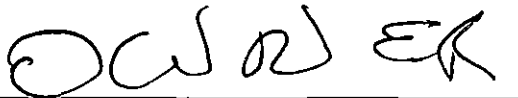


Signature


By: _____
President, pursuant to Resolution No. 1675

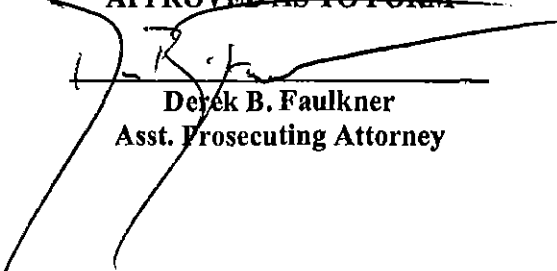


Print Name



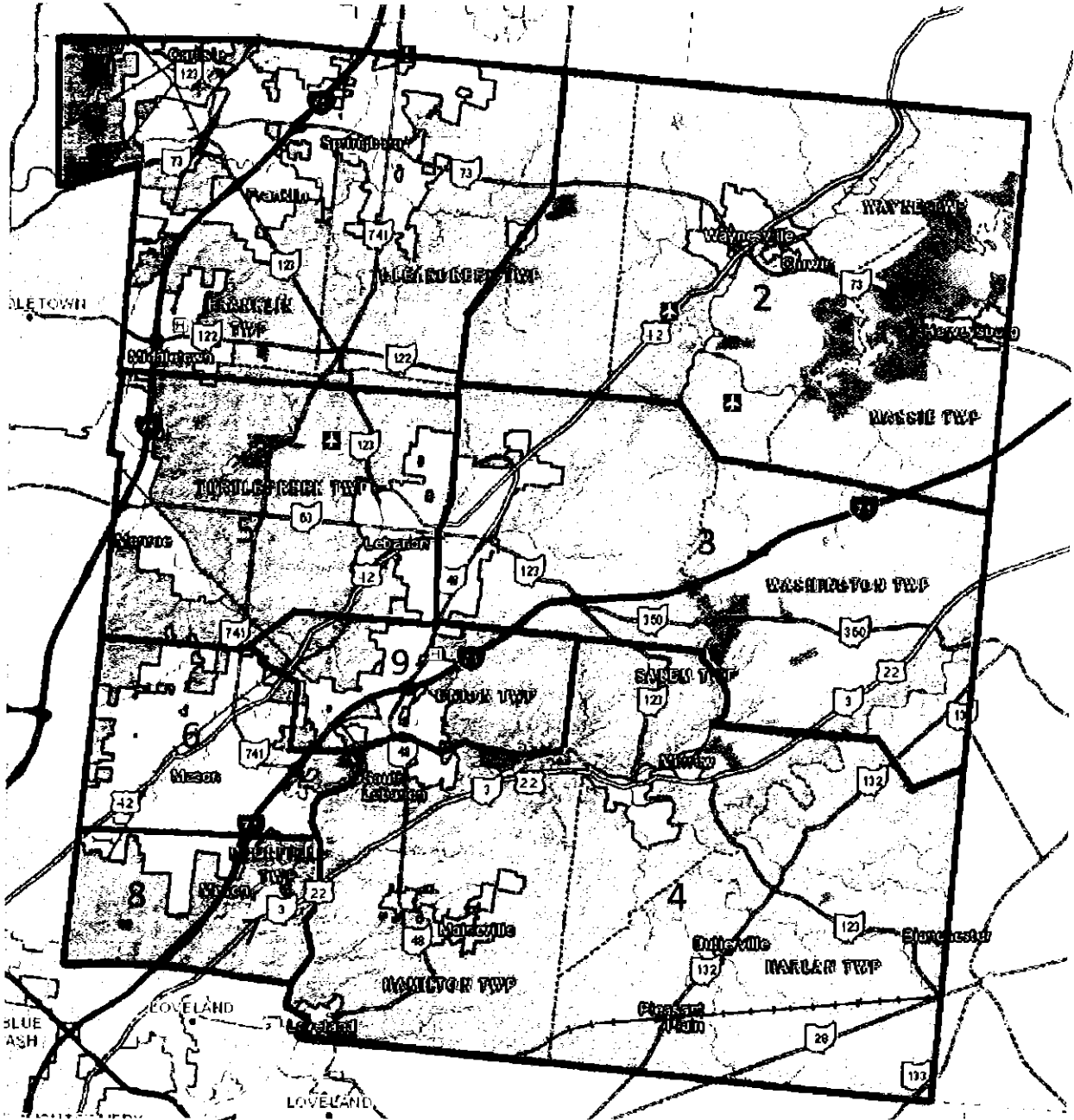
Title

APPROVED AS TO FORM



Derek B. Faulkner
Asst. Prosecuting Attorney

Attachment 1



Contractor <i>must</i> complete the following:	Administrative Use Only
Indicate if you are capable of towing vehicles which weigh more than 10,000 pounds: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Rate sheet on file: <input type="checkbox"/> Yes <input type="checkbox"/> No
Using the District Map above, indicate which Districts you wish to serve: <input type="checkbox"/> 1 <input checked="" type="checkbox"/> 2 <input checked="" type="checkbox"/> 3 <input checked="" type="checkbox"/> 4 <input checked="" type="checkbox"/> 5 <input checked="" type="checkbox"/> 6 <input checked="" type="checkbox"/> 7 <input checked="" type="checkbox"/> 8 <input checked="" type="checkbox"/> 9	Based on geographical location of the Contractor, are these service Districts approved? <input type="checkbox"/> Yes <input type="checkbox"/> No

Warren County, Ohio
Towing Contract for the Warren County Sheriff's Office

This Contract is made this 2 day of Oct, 2023 by and between the Board of Warren County Commissioners "County" on behalf of the Warren County Sheriff's Office "WCSO", 822 Memorial Drive, Lebanon, Ohio 45036, and

Company name: CASE TOWING LLC

Address: 223 S. Sycamore St Leb, Oh 45036

By: Tina Case Olesevsky, its duly authorized OWNER
Name Title

hereinafter known as "Contractor."

Recitals

Whereas, from time to time, the WCSO has need for the provision of towing and vehicle storage services, wrecker services and/or the removal or impound of vehicle (hereinafter "services"), in accordance with law; and

Whereas, the Contractor has adequate equipment to service tow calls from the WCSO and to remove such vehicles, and has storage facilities to store the same,

Witnesseth, that for the mutual promises contained herein, the parties do hereby agree as follows:

1. Other Contracts: The WCSO reserves the right to enter into other contracts for the same services with other Contractors. The Contractor hereby waives any claim for damages or extra compensation by reason of any real or supposed interference with the Contractor's performance of services under this contract due to these other contracts.

1.1 All Contractors will be placed on an alphabetical list for on-call rotation of services. This list will be maintained by the WCSO and provided to the Warren County Communications Center (WCCC). When requested by a WCSO employee, WCCC will contact the first Contractor whose services are available in the relevant district of patrol as established in Attachment 1. Should that Contractor be unavailable or unable to complete the service requested in a reasonable time or manner, the next available Contractor from the on-call rotation list will be contacted for services.

2. Availability: The Contractor shall be available by telephone (not pagers) to provide services twenty-four (24) hours per day, seven (7) days per week. In addition, the Contractor shall respond in a reasonable amount of time. The Contractor shall provide an estimated time of arrival. If the WCSO deems the response time is too long, WCSO may seek the next available contractor to respond. **The WCSO has the right to establish limited, areas of response to be served by Contractor based upon the geographical locations of the Contractor and their relation to established districts of patrol. The Contractor may make a request to be included in areas of response as provided in the attached district map (Attachment 1), however whether to include Contractor in an area of response shall be at the**

discretion of the WCSO. The Contractor shall notify the WCSO of any periods during which the Contractor shall be unavailable to provide services.

3. Services:

- A. Services include vehicle retrieval/removal, loading, securing, scene clean-up, and storage of the vehicle(s) as designated by the WCSO.
- B. All vehicles towed pursuant to this contract shall be towed to the Contractor's place of business unless the WCSO requests the vehicle be towed to another location including, but not limited to: The Warren County Sheriff's Office, Warren County Drug Task Force or the Miami Valley Regional Crime Lab.
- C. The Contractor agrees that when towing a vehicle ordered into storage by the WCSO, it shall deliver that vehicle to the location designated by the WCSO not more than two (2) hours after it is removed.
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- A. An abandoned junk motor vehicle means a vehicle that is:
 - Three (3) years old or older;
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 - Apparently inoperable; and
 - Has a fair market value of \$1,500.00 or less.
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Witness our signatures:

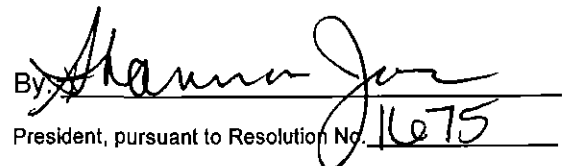
Contractor:


Signature

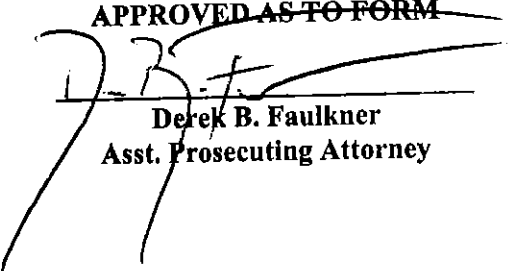
Tina Case Olesewsky
Print Name

OWNER
Title

Board of Warren County Commissioners:

By: 
President, pursuant to Resolution No. 1675

APPROVED AS TO FORM


Derek B. Faulkner
Asst. Prosecuting Attorney

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

Resolution

Number 23-1676

Adopted Date December 12, 2023

APPROVE AN AMENDMENT TO THE AGREEMENT WITH RUMPKE OF OHIO, INC.
FOR HAULING AND DISPOSAL OF BIOSOLIDS AT THE LOWER LITTLE MIAMI
WASTEWATER TREATMENT PLANT

WHEREAS, pursuant to Resolution No. 22-1583, adopted on October 18, 2022 this Board entered into a contract with Rumpke of Ohio, Inc. for the hauling and disposal of biosolids at the Lower Little Miami Wastewater Treatment Plant; and

WHEREAS, the term for the said contract was for a period of one year commencing on the contract execution date with the ability to amend the term for a maximum of two additional years upon successful negotiated rates that are agreeable to both parties; and

WHEREAS, it is the desire of this Board to approve Amendment No. 1, renewing the Rumpke of Ohio, Inc Contract through December 31, 2024; and

NOW THEREFORE BE IT RESOLVED, to approve Amendment No. 1 and the prerequisite purchase order in the amount of \$562,270 to the Hauling and Disposal of Biosolids Agreement for the Warren County Water and Sewer Department with Rumpke of Ohio, Inc.; as attached hereto and made part hereof.

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

Mr. Young – absent

Mrs. Jones – yea

Mr. Grossmann – yea

Resolution adopted this 12th day of December 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cgb

cc: c/a – Rumpke of Ohio, Inc.
Water/Sewer (file)

**AMENDMENT NO. 1 TO THE OCTOBER 18, 2022 AGREEMENT
FOR HAULING AND DISPOSAL OF BIOSOLIDS AT THE LOWER LITTLE
MIAMI WASTEWATER TREATMENT PLANT**

THIS AMENDEDMENT No. 1 to the October 18, 2022 Agreement for the Hauling and Disposal of Biosolids at the Lower Little Miami WWTP (hereinafter "Amendment") is entered into by and between **Warren County Board of County Commissioners** on behalf of the Warren County Water and Sewer Department ("OWNER") and **Rumpke of Ohio, Inc.**, ("VENDOR") in accordance with the terms and conditions of the original October 18, 2022 Agreement entered into by and between the OWNER and VENDOR (sometimes referred to hereinafter as the "PARTIES").

WITNESSETH:

WHEREAS, pursuant to Resolution No. 22-1583, adopted on October 18, 2022 this Board entered into a contract with Rumpke of Ohio, Inc. for the hauling and disposal of biosolids at the Lower Little Miami Wastewater Treatment Plant; and

WHEREAS, the term for the said contract was for a period of one year commencing on the contract execution date with the ability to amend the term for a maximum of two additional years upon successful negotiated rates that are agreeable to both parties; and

WHEREAS, it is the desire of this Board to approve Amendment No. 1, renewing the Contract with Rumpke of Ohio, Inc through December 31, 2024; and

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises in said Contract and all Amendments thereto, it is mutually agreed as follows:

1. **Term:** The term of said contract shall be renewed for a period, effective through December 31, 2024.
2. **Pricing:** Effective for billing period beginning January 1 and running until December 31, 2024, OWNER shall pay VENDOR for services described in said Contract at the following rates:

Hauling Charges	\$388 per tractor trailer load
Disposal Charges	\$45.23 per ton

The total contract amendment value, based on an anticipated production of 9,000 tons of biosolids and the transportation of 400 loads is \$562,270. The Vendor shall maintain a performance bond securing its committed work for the full value of the contract amendment.

Except as hereinabove provided, said Contract dated October 18, 2022 is hereby in all other respects ratified and confirmed.

AUTHORITY AND EXECUTION

CONTRACTOR:

IN EXECUTION WHEREOF, Rumpke of Ohio, Inc. has caused this agreement to be executed by Michael Baumgartner, Industrial Waste Specialist, on the date stated below, pursuant to a corporate resolution authorizing same.

RUMPKE OF OHIO INC.

SIGNATURE: Michael Baumgartner

PRINTED NAME: Michael Baumgartner

TITLE: Industrial Waste Specialist

DATE: 11-21-2023

COUNTY:

IN EXECUTION WHEREOF, the WARREN COUNTY BOARD OF COUNTY COMMISSIONERS has caused this agreement to be executed by Shannon Jones, its President, on the date stated below, pursuant to Resolution No. 1676, dated December 12, 2023.

WARREN COUNTY BOARD OF
COUNTY COMMISSIONERS

SIGNATURE: Shannon Jones

PRINTED NAME: Shannon Jones

TITLE: President

DATE: 12.12.23

Approved as to form:

DAVID P. FORNSHELL
PROSECUTING ATTORNEY
WARREN COUNTY, OHIO

David P. Fornshell
By: Asst. Prosecutor



Waste & Recycling Services

3800 Struble Road, Cincinnati, OH 45251
Phone: 1-800-828-8171 Fax: 513-386-9628



November 6, 2023

Warren County Water & Sewer Department
406 Justice Drive
Lebanon, Ohio 45036

Attn: Chris Brausch
Re: Hauling and Disposal of Biosolids from Lower Little Miami WWTP – Renewal and Rate Adjustment

Dear Mr. Brausch,

First and foremost, Rumpke appreciates the opportunity to provide the Warren County Water and Sewer Department hauling and disposal services for your biosolids. Our team takes great pride in providing compliant and sustainable disposal solutions for the County. We are reaching out regarding our intent to renew the contract and continue hauling and disposing biosolids from the Little Miami WWTP.

With the cost of labor, equipment, and landfill construction and compliance continuing to rise, we are proposing a 3.5% rate increase as we enter the second year of the agreement, effective January 1, 2024:

- Hauling Charges = \$388 per load
- Disposal Charges = \$45.23 per ton

Again, we thank you for the valued partnership over many years. Please call me with any questions you may have at 513.304.8272.

Best regards,

Michael Baumgartner
Michael Baumgartner
Industrial Waste Specialist

Michael.Baumgartner@Rumpke.com

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

Resolution

Number 23-1677

Adopted Date December 12, 2023

APPROVE AGREEMENT BETWEEN BUTLER, CLERMONT, WARREN OMJ CONSORTIUM AND THE WORKFORCE DEVELOPMENT BOARD OF OHIO'S 12TH LOCAL WORKFORCE DEVELOPMENT AREA FOR THE AREA 12 OPERATOR

WHEREAS, BCW/Workforce released a competitive Request for Quotes on December 12, 2022, for One-Stop Operator as required by the Workforce Innovation and Opportunity Act (WIOA) of 2016, P.L. 113 – 128; and

WHEREAS, a Review Committee consisting of BCW/Workforce Board Members reviewed the proposals received and selected the proposal submitted by a One-Stop Operator Consortium consisting of Butler, Clermont, and Warren Counties OMJ Centers; and

WHEREAS, Butler County Commissioners approved the designation of an OhioMeansJobs (OMJ) Center staff person to serve as the one-stop operator on behalf of the one-stop operator consortium comprised of Butler, Clermont, and Warren Counties OMJ Centers; and

WHEREAS, the Warren County Board of Commissioners is represented on the consortium formed and as the fiscal agent as a result of entry into the Intergovernmental Agreement and is desirous of approving this sub-grant agreement providing for Butler County to designate a staff person to serve as the one-stop operator on behalf of the OMJ One-Stop Operator Consortium through June 20, 2026; and

NOW THEREFORE BE IT RESOLVED, that the Board of Warren County Commissioners, on behalf of the Area 12 Workforce Development Board, does hereby approve the agreement, a copy of said agreement is attached hereto and made a part hereof.

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

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

Resolution adopted this 12th day of December 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—Butler County
Workforce Investment Board (file)

NO. 2023 -2026 -WIOA-ONE-STOP OPERATOR-001

SUB-RECIPIENT AGREEMENT

BETWEEN

THE AREA 12 ONE STOP OPERATER CONSORTIUM

AND

BCW/Workforce

THIS IS NOT AN AGREEMENT FOR RESEARCH AND DEVELOPMENT

DUNS#	061706040	
UEI #	L83CVXMVKRN9	
FEDERAL AWARD INDENTIFICATION (FAIN) #		
FEDERAL AWARD DATE	July 1, 2023	
TOTAL FEDERAL AWARD	\$3,318,085.00	
FEDERAL AWARDDING AGENCY	DOL	
CFDA# (ALN#)	TANF	9
	WIOA Adult	17.258
	WIOA DW	17.278
	WIOA Youth	
	SNAP	
	WP	
	LVER	
	UC	
PASS THROUGH ENTITY	ODJFS	
SUB-GRANT AGREEMENT OFFICER	REBECCA EHLING	
CONTACT INFORMATION	406 Justice Dr. Suite 301, Lebanon, Ohio 45036	

Pursuant to the Steven's Amendment
Consolidated Appropriations Act of 2018, Pub. L No. 115- 141, 132 Stat. 348, div. H, Title V, Sec. 505
(Mar. 23, 2018)

1. The percentage of the total costs of the program or project which will be financed with Federal money is 100 percent.
2. The dollar amount of Federal funds for the project or program is \$1,767,044.00.
3. The percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources is 0 percent.

AGREEMENT NO. 2023 – 2026 WIOA-ONE-STOP-OPERATOR

This AGREEMENT, entered into this 3rd day of July, 2023, by OMJ | BCW approved pursuant to Resolution Number 23-07-01049 and entered into between the Board of Butler County Commissioners, a governmental entity, whose address is 315 High St., Hamilton, Ohio 45011 and the Boards of Warren and Clermont County Commissioners, the other member governments of Workforce Development Ohio Area 12 collectively the "parties" and BCW/Workforce to begin July 1, 2023 or on the date this Sub-grant Agreement is executed by all the parties.

RECITALS

WHEREAS, BCW/Workforce released a competitive Request for Quotes on December 12, 2022, for One-Stop Operator as required by the Workforce Innovation and Opportunity Act (WIOA) of 2016, P.L. 113 – 128; and

WHEREAS, a Review Committee consisting of BCW/Workforce Board Members reviewed the proposals received and selected the proposal submitted by a One-Stop Operator Consortium consisting of Butler, Clermont and Warren Counties OMJ Centers; and

WHEREAS, Butler County Commissioners on behalf of the one-stop operator consortium comprised of Butler, Clermont and Warren Counties OMJ Centers approved the designation of an Ohio Means Jobs (OMJ) Center staff person to serve as the one-stop operator; and

WHEREAS, agreements related to funds awarded to the Area 12 Workforce Development Area must be approved by each Board of County Commissioners represented by a Chief Elected Official who is a member of the consortium formed by the Intergovernmental Agreement entered November 2017, and

WHEREAS, the Warren Board of County Commissioners is represented on the consortium formed as a result of entry into the Intergovernmental Agreement and is desirous of approving this sub-grant agreement providing for Butler County to designate a staff person to serve as the one-stop operator on behalf of the OMJ One-Stop Operator Consortium through June 30, 2026;

NOW THEREFORE, in consideration of the mutual terms, conditions, promises, covenants, and obligations hereinafter set forth, BCW/Workforce and Sub-grant Recipient agree as follows:

**ARTICLE I
AGREEMENT PURPOSE AND DEFINITIONS**

100. PURPOSE

The purpose of this Agreement is to describe the scope of work, terms, and conditions under which Sub-grant Recipient will coordinate programs among and between the one-stop partners identified in WIOA §121(b)(1)(B).

**ARTICLE II
SCOPE OF WORK**

200. SUB-GRANT RECIPIENT AS THE ONE STOP OPERATOR

200.1 Recipient shall serve as the Ohio Workforce Area 12 One-Stop Operator. Sub-grant Recipient and shall designate an individual who shall identified as the one-stop operator.

200.2 Sub-grant Recipient shall familiarize the one-stop-partners with the requirements under WIOA for the one-stop partners, the one-stop delivery system, and the one-stop operator including the guidance provided by the US DOL WIOA Training and Employment Guidance Letters regarding one-stop implementation and one-stop operator functions.

201. SUB-GRANT RECIPIENT RESPONSIBILITIES

201.1 Sub-grant Recipient shall serve as the coordinator and facilitator of the public one-stop system and one-stop partners pursuant to the strategy and direction of the Ohio Area 12 governing boards as communicated through the BCW/Workforce Executive Director or his/her designee.

201.2 Sub-grant Recipient shall work with the one-stop partners to create or update the one-stop partner matrix listing each one-stop partner's, mission, vision, program eligibility requirements, allowable services and activities including the availability of support services and performance requirements.

a. The individual assigned to serve as the one-stop operator shall assure that the matrix is reviewed and updated by each one-stop partner every year that this Agreement is in effect.

b. Sub-grant Recipient shall conduct interviews / focus groups with front line staff and managers to assess the current level of familiarity with other one stop partner programs as well as with the role of each mandated one stop partner.

- c. The one-stop operator shall incorporate the information gathered through the matrix, interviews and focus groups into one of the quarterly cross training sessions to be provided for OMJ staff and the one-stop partners each program year.

201.3 Sub-grant Recipient shall assist the BCW/Workforce Executive Director in annually updating the one-stop partner memoranda of understanding (MOUs) and infra-structure / resource sharing agreements / budgets. This shall include:

- a. Assuring that Area 12 is meeting WIOA one-stop system requirements.
- b. Assisting in the development of MOUs with non-mandatory one-stop partners as may be approved by the Area 12 governing boards.
- c. Assuring that Area 12 OMJ Centers meet the Ohio Department of Job and Family Services, (ODJFS) Office of Workforce Development (OWD) one-stop certification criteria.
- d. Monitoring the hours of opening and closing of the OMJ Centers to determine whether it is necessary to maintain early and late hours for customers and to inform the BCW/Workforce Executive Director regarding the hours of operation.
- e. Continuing to work on facilitating consistency across the Area 12's OMJ Centers as it relates to the creation and maintenance of a welcoming, inclusive, and professional environment including intake and referral policies. Consideration shall be given:
 - i. To adopting uniform outreach materials targeted toward job seekers and employers thereby leveraging funds and avoiding duplication.
 - ii. Making recommendations regarding the improvement and updating of intake procedures to promote cross referral of participants and information sharing to be presented to the one-stop partners at a quarterly or annual meeting.
 - iii. To adopting a common social media outreach and community information delivery system.

- f. Annually ensuring that the same training is provided to all OMJ resource area, reception, and one-stop partner staff with a focus on quality customer services to job seekers and employers.
- g. Organize and facilitating an annual one-stop partners' meeting with the partner "decision maker" to develop a strategic plan for the OMJ one-stop system.
 - i. A "Strengths, Weaknesses, Opportunities and Threats" analysis at least once during the 3-year contract period
 - ii. The strategic plan shall include a vision, mission, goals and objectives as well as goals and objectives for the continued integration of one-stop partner services.
- h. Facilitating quarterly meeting and training sessions for OMJ Center and one-stop partner staff. The one-stop operator shall poll the one-stop partners to determine the agenda and training to be provided during the quarterly one-stop partner meetings.
- i. Inviting the one-stop partners to monthly center meetings to provide in depth presentations on the resources, services and basic eligibility requirements of each of the partner programs to maximize information provided to career seekers visiting the Area 12 OMJ Centers
- j. Sub-grant recipient will review BCW/Workforce policies affecting the OMJ Centers with the partners to make recommendations regarding needed policies or modifications to existing policies.

201.4 The individual assigned to serve as the one-stop operator shall:

- a. Meet monthly with the BCW/Workforce Executive Director to share information on the collaborative relationships between the one-stop partners and to share best practices identified at the quarterly one-stop partner meetings.
- b. Sub-grant Recipient shall prepare a draft report for review and approval by the BCW/Workforce Executive Director at least three weeks prior to the quarterly BCW/Workforce meetings. The report shall include:
 - i. Any areas identified for improvement as well as a description of funds needed to make the improvements if known

- ii. A copy of the matrix developed to follow up on the goals and objectives identified in the one-stop partner strategic plan as well as the steps taken each quarter to meet those goals and objectives.
 - iii. The dates, attendees, and agendas of the quarterly and annual meetings.
 - iv. A list of job seeker and employer activities for the quarter including participation by any of the partners in those activities
 - v. The number of cross referrals and co-enrollments among the one-stop partners.
- c. Participate in the OMJ | BCW Center Operations Solutions Group as may be requested by the BCW/Workforce Executive Director.
 - d. Participate in OMJ | BCW Center Continuous Quality Improvement activities.
 - e. Provide the BCW/Workforce Executive Director with a written quarterly report on the activities and accomplishments of the Operator Consortium so that they can be reported to the BCW/Workforce governing boards.
- 201.5 The individual assigned to serve as the one-stop operator shall observe on-site operations, space configuration, customer flow and integration of services and make recommendations for consideration by the one-stop partners especially identifying best practices that will result in better services to shared customers. As appropriate and to the extent funds are available the suggested improvements shall be incorporated into the OMJ Center budgets.
- 201.6 The individual assigned to serve as the one-stop operator shall work with the Area 12 Executive Director:
- a. To query the one-stop partners on how to best assess job seeker and employer needs and to then query job seekers and businesses in order to better make recommendations to the BCW/Workforce Executive Director to address those needs.
 - b. To capture feedback from businesses using online surveys and other evaluation methodologies regarding OMJ Center services to be able to improve meeting employers' expectations, and to share the information with the one-stop partners to work toward continuous improvement of the business services in the local area.

- c. To share effective practices among the County OMJ Centers.
- d. To annually review available technological tools to expand access to partner programs and service offerings to participants and businesses and to make recommendations regarding the available tools to the BCW/Workforce Executive Director.

201.7 The individual assigned to serve as the one-stop operator shall work with the one-stop partners to improve on the technological solutions to connect OMJ Center customers, businesses, and partners not co-located in the OMJ Centers to:

- a. Develop and broadcast at least 6 podcasts annually focusing on a different aspect of the services offered.
- b. Make virtual interviewing a regular service including during hiring and recruitment fairs
- c. Triage and assign universal customers
- d. Implement and take advantage of AI such as “ChatGPT” to improve job listings and ads as well as other aspects of one stop services.

201.8 The individual assigned to serve as the one-stop operator shall assist the one-stop partners in the development and updating as appropriate the one-stop partner pages to be added to the BCW/Workforce website that provides links to partner program websites.

202. PERFORMANCE OF ONE STOP INITIATIVES

202.1 Sub-grant Recipient shall measure performance and continuous improvement through:

- a. Conduct of quarterly one-stop partner meetings as evidenced by the meeting schedule, agenda, and minutes of the meetings.
- b. Participation in monthly meetings with the BCW/Workforce Executive Director as appropriate.
- c. Conduct of an annual one-stop partner and community member meeting, which may be regional if agreed to by the BCW/Workforce Executive Director and the Consortium One-Stop Operator.

- d. Tracking information such as the number of referrals to and from partner agencies to improve cross referral and producing a quarterly report on cross referral and co-enrollments.

202.2 The contents of the quarterly and annual report, shall be agreed to by the BCW/Workforce Executive Director and the one-stop operator.

203. WIOA FIREWALL REQUIREMENTS

203.1 The individual assigned to serve as the one-stop operator shall:

- a. Disclose any potential conflicts of interest arising from the relationships of the one-stop operator with particular training service providers or other service providers, including but not limited to career services providers.
- b. Refrain from establishing practices that create disincentives to providing services to individuals with barriers to employment who may require longer-term services, such as intensive employment, training, and education services.
- c. Comply with Federal regulations, and procurement policies. The consortium operator is part of county government and does not earn profit.

203.2 The individual assigned to serve as the one-Stop operator shall not:

- a. Convene system stakeholders to develop the local plan
- b. Prepare and submit the local plan
- c. Conduct oversight over itself or its functions
- d. Manage or participate in the competitive selection process of the one-stop operators
- e. Select or terminate one-stop operators, career service providers, and youth providers
- f. Negotiate local performance accountability measures
- g. Develop and submit budgets for activities of the Local WDB

END ARTICLE II

ARTICLE III
COMPENSATION

300 COMPENSATION

- 300.1 Sub-grant Recipient shall be paid Eighty-Four Thousand One Hundred Sixty-Five Dollars and Thirty-Seven Cents (\$84,165.37) for the tasks outlined in Article II for the period of July 1, 2023, through June 30, 2024. This amount shall be subject to funding availability and negotiation each year this Sub-grant agreement is in effect.
- 300.2 This is a cost reimbursement Agreement. Sub-grant Recipient shall invoice monthly. Invoices must be submitted by the 15th of the month following the month for which Sub-grant Recipient is seeking payment.
- a. To be in compliance with the required WIOA firewall between entities managing and delivering WIOA Title I services and also serving as the one stop operator staff time shall be clearly cost allocated.
 - i. The OMJ I BCW counties shall follow their county's guidelines for charging costs under the Office of Fiscal Services of ODJFS which mandates that combined agencies use cost pools to allocate personnel, administrative and operations costs. These cost pools are further allocated to program lines by the use of random moment program statistics (RMS) applied to the total cost in order to calculate each line item appropriately per funding source.
 - ii. Sub-grant Recipient shall submit copies of the front and back of cancelled checks or a copy of the electronic payment to substantiate expenditures in order to be reimbursed for various items of cost. For purchases, Sub-grantee shall also submit all procurement documentation. For reimbursement of wages Sub-grant Recipient shall submit time documentation.
 - iii. For reimbursement of rental and utility charges, Sub-Recipient shall provide a copy of the lease and, as appropriate, a copy of the entire phone bill, utility bill, and/or rental Agreement.
 - b. Funds may not be transferred between funding streams, line items and cost categories within the budget without a written and executed contract amendment. Except that provider may transfer up to 10% of

budgeted costs between line items so long as the Agreement total is not exceeded.

301 FISCAL CONTROLS

301.1 Sub-grant Recipient agrees to maintain their books and records with respect to this Agreement in accordance with Generally Accepted Accounting Principles, (GAAP), so as to be able to satisfactorily account for all monies spent under this Agreement.

301.2 In no case shall Sub-grant Recipient be paid in advance of work performed or services rendered.

301.3 Agreement Contingent Upon BCW/Workforce's Receipt of Funds

Sub-grant Recipient agrees and understands that funds allocated to the Sub-grant Recipient under this Agreement, or any amendment hereto are contingent upon BCW/Workforce's receipt of the federal grant funds under which this Agreement is funded. BCW/Workforce may unilaterally deobligate or amend Sub-grant Recipient's budget based upon the funds awarded to BCW/Workforce or if necessary, to suspend or terminate this Agreement instantaneously as may be necessitated by BCW/Workforce's funding levels. Any deobligation or amendment to the funds allocated under this Agreement, shall be effective upon notification to the Sub-grant Recipient by BCW/Workforce.

302 COMPLIANCE WITH THE UNIFORM GUIDANCE

Sub-grant Recipient agrees to comply with the Uniform Guidance at 2 CFR 200 et seq.

303 DEBARMENT AND SUSPENSION

Sub-grant Recipient certifies that they are not on the list of entities on the federal debarment and suspension list and agrees to execute the Debarment and Suspension certification attached to this Agreement.

304 SUB-GRANTEE SALARIES

Sub-grantee salary and bonuses paid with federal funds may not exceed Federal General Services Administration published Executive Level II salaries. The annual limits are published on the OPM.gov website.

305 REIMBURSEMENT FOR CAPITAL EXPENDITURES

305.1 Sub-grantee shall request prior approval from BCW/Workforce pursuant to 2 CFR 200.439 if they wish to make a capital expenditure.

305.2 Funds under this Sub-grant Agreement may not be used for the purchase in whole or in part of real property.

306 RELEASE OF CLAIMS UPON FINAL PAYMENT

The Sub-grantee, upon final payment of amounts due under this Sub-grant Agreement, less any credits, refunds, or rebates due to BCW/Workforce, hereby releases and discharges BCW/Workforce from any financial claims arising from this Sub-grant Agreement.

307 REIMBURSEMENT OF NON-BUDGETED AND UNALLOWABLE COSTS

The BCW/Workforce shall not reimburse or pay any expenditures, costs, or payments for goods and/or services to Sub-grantee which are found to be unallowable, or which are found to be inconsistent with their approved budget.

308 PROPERTY MANAGEMENT

308.1 Real or personal property leased or purchased with grant funds, shall only be used in implementing BCW/Workforce programs. Title to property purchased with funds under this Sub-grant Agreement shall vest with the State of Ohio and/or BCW/Workforce and shall be returned to BCW/Workforce upon termination of this Sub-grant Agreement unless it continues to be used in support of WIOA programs.

308.2 Sub-grantee shall not use contract funds to purchase a part or portion of personal property.

308.3 In the event that Sub-grantee enters into a lease for real property with funds under this Sub-grant Agreement sub-grantee shall assure the lease contains a de-obligation clause similar to that contained in this Sub-grant Agreement. The lease shall not obligate BCW/Workforce and if the lease is for a facility owned by Sub-grantee then lease payments shall be limited in amount in accordance with the 2 CFR 200.

308.4 Sub-grantee shall avoid all conflicts of interest either real or perceived in the procurement of goods and services with contract funds and in the execution of their obligations under this Sub-grant Agreement.

308.5 Sub-grantee shall provide insurance coverage for all property purchased with Agreement funds in the event of loss or damage and shall list BCW/Workforce as the loss payee with regard to such property.

308.6 Sub-grantee shall present BCW/Workforce with a physical inventory of all property located in the OMJ Centers purchased with BCW/Workforce funds.

309 Sub-grant Agreement Closeout

The Sub-grantee shall comply with all provisions of ODJFS Sub-grant Agreement Closeout Procedures.

310 Duplicate Funding

Sub-grantee costs or earnings claimed under this contract may not also be claimed under another contract or grant from another agency.

311 Multiple Funding Sources

Sub-grantee shall utilize a cost allocation methodology which assures that BCW/Workforce is paying only for its fair share of costs for services, overhead, and staffing not solely devoted to the program funded by this Sub-grant Agreement. The cost allocation plan and supportive documentation shall be included in the audit of Sub-grantee's program.

END OF ARTICLE III

ARTICLE IV
STATUTORY AND REGULATORY REQUIREMENTS

400 POLITICAL ACTIVITY

400.1 Sub-grant Recipient shall comply with the Hatch Act (5 USC section 1501) or the Federal Election Campaign Act, as amended (2 USC section 431).

400.2 Prohibition Against Acting as a Spokesperson for BCW/Workforce

Sub-grant Recipient may not engage in partisan political activities in which Sub-grant Recipient represents himself/herself as a spokesperson for BCW/Workforce or the program funded under this Agreement.

400.3 Sub-grant Recipient shall comply with the Byrd Anti-Lobbying Amendment (31 U.S.S 1352)

401 RELIGIOUS ACTIVITY

Prohibition against religious activity, worship, instruction, or proselytizing as a part of or in connection with the performance under this Agreement. Nor shall funds any funds be used in support of any religious activity or anti-religious activity.

402 NON-DISCRIMINATION

402.1 Sun-grant Recipient shall comply with:

- a. Title VI and Title VII of the Civil Rights Act of 1964, (42 U.S.C. 2000d et seq.) as amended.
- b. Executive Order 11246 as amended by Executive Order 11375 as well as with section 654 of the Omnibus Budget Reconciliation Act of 1981 as amended.
- c. The Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.).
- d. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), as amended.
- e. Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.).

f. The Americans with Disabilities Title III of the Americans with Disabilities Act (42 U.S.C. § 12181 et seq.).

g. WIOA §188 and the regulations promulgated thereunder.

4022 Sub-grant Recipient agrees to assure Equal Treatment for Faith Based Organizations. 29 CFR 2, Subpart D.

403 COMPLAINT PROCEDURES

4031 Sub-grant Recipient agrees to be governed by the discrimination complaint and compliance requirements as set forth in 29 CFR parts 31, 32 and 34 with respect to discrimination and equal opportunity requirements.

4032 Sub-grant Recipient agrees to adhere to ODJFS or OMJ grievance procedures for non-discrimination complaints.

404 COMMUNICATIONS, PROGRAM NAMES, SIGNAGE, PUBLICITY AND PUBLICATION

4041 Publication of Program Results

Sub-grant Recipient may not undertake any publicity or publish for public consumption any results or information about BCW/Workforce programs or activities without prior review by the BCW/Workforce Executive Director.

4042 Public and Media Outreach Approval

All public and media outreach and marketing materials such as but not limited to brochures, flyers, articles, presentations, electronic communiques, promoting or regarding BCW/Workforce must be coordinated with and approved by the BCW/Workforce Executive Director.

4043 Coordination of Communications

Communications, oral or written, between Sub-grant Recipient and the BCW/Workforce governing boards shall be initiated through contact with the BCW/Workforce Executive Director prior to making any contact with the members of the BCW/Workforce governing boards.

405 SUBCONTRACTING AND ASSIGNMENT

405.1 Sub-grant Recipient shall not assign, delegate, subcontract or in any way transfer any of its rights or responsibilities or any part of the work or services to be provided for under this Agreement without BCW/Workforce's prior written approval.

405.2 Services approved for subcontracting shall be specified by a written Agreement and shall be subject to each provision of this Agreement. A copy of the subcontract shall be provided to BCW/Workforce upon execution.

405.3 All subcontracts shall be subject to the federal, state, and local laws and regulations governing the grant funds awarded to Sub-grant Recipient under this Agreement.

405.4 Subcontracts Subject to Procurement Requirements

Selection of Sub-grant Recipient(s) is subject to the procurement requirements described in this Agreement.

406 NOTICE

406.1 Notice to BCW/Workforce

All notices required to be given to BCW/Workforce under this Agreement shall be sufficient when hand delivered, or sent registered first-class mail, or via any courier guaranteeing overnight delivery to BCW/Workforce at its office located at 406 Justice Drive, Suite 301, Lebanon, Ohio 45036, addressed to the BCW/Workforce Executive Director.

406.2 Notice to Sub-grant Recipient

All notices required to be given to the Sub-grant Recipient under this Agreement shall be sufficient when hand delivered or sent registered first-class mail, or via any courier guaranteeing overnight delivery mailed to the Sub-grant Recipient at its office located at 4631 Dixie Hwy, Fairfield, OH 45014.

406.3 Notice of Actions Involving Sub-grant Recipient

Sub-grant Recipient shall give BCW/Workforce immediate notice in writing of any action or suit filed, or of any claim made against Sub-grant Recipient by any one-stop partner, Sub-grant Recipient or vendor which in the opinion of the Sub-grant Recipient may result in litigation, related in any way to this Agreement

407 INTEGRATION

407.1 Exhibits

The parties agree and understand that the words and figures contained in the following list of documents are incorporated by reference unless otherwise noted and are as fully a part of this Agreement as if such documents were set forth verbatim and at length herein.

- a. Exhibit A - The Budget. This exhibit is attached to the Agreement as Attachment H.
- b. Exhibit B - State Assurances and Certifications. This exhibit is attached to the Agreement as Attachment A.
- c. Exhibit C - Drug Free Workplace Certificate. This exhibit is attached to the Agreement as Attachment D.
- d. Exhibit D - Debarment Form. This exhibit is attached to the Agreement as Attachment E.
- e. Exhibit E - Hatch Act Certification. This exhibit is attached to the Agreement as Attachment G.
- f. Exhibit F - Lobbying Certification Form. This exhibit is attached to the Agreement as Attachment F.
- g. Exhibit G - Certification Regarding Environmental Tobacco Smoke. This exhibit is attached to the Agreement as Attachment C.
- h. EXHIBIT H - WIOA 29 U.S.C. 3101 et seq. Public Law 113 – 128. Statutes and regulations applicable to this Agreement. Exhibit H is a public law and is not attached to this Agreement.
- i. Exhibit I - Immigration and naturalization service regulations for employers and employees Public Law 107 -124 and 107-125. Exhibit I is a public law and is not attached to this Agreement.
- j. Exhibit J - County Risk Sharing Authority (CORSA) Memorandum of Coverage 2017-201. This exhibit is attached to the Agreement as Attachment M.
- k. Exhibit K - Conflict of Interest Certification. This exhibit is attached to the Agreement as Attachment B

408 VESTED POWERS

All powers not explicitly vested in the Sub-grant Recipient by this Agreement will remain with BCW/Workforce.

409 TERMINATION

409.1 Termination Conditions

- a. BCW/Workforce or Sub-grant Recipient may request a termination for convenience upon thirty (30) days prior written notice to the other or such shorter period as may be mutually agreed to by the parties. Sub-grant Recipient will be entitled to receive compensation for services performed in accordance with the conditions set forth herein through the date of termination. BCW/Workforce shall not be liable for payment for services incurred by the Sub-grant Recipient after the effective date of termination of the Agreement.
- b. BCW/Workforce may immediately terminate this Agreement if for any reason either the federal government or the State of Ohio fails to provide BCW/Workforce with the grants under which this Agreement is funded.
- c. BCW/Workforce may terminate this Agreement at any time that the BCW/Workforce authorized representative, which shall be the Executive Director, determines that:
 - i. Sub-grant Recipient has failed to comply with any of the provisions contained in this Agreement, or
 - ii. Sub-grant Recipient has failed to perform in whole or in part under this Agreement or has failed to make sufficient progress so as to endanger Sub-grant Recipient's performance of their obligations under this Agreement; or
 - iii. Sub-grant Recipient has failed to comply with the Statutes or Regulations applicable to this Agreement; or,
 - iv. If, after being provided a period for corrective action for a deficiency noted under this Agreement Sub-grant Recipient has failed to take corrective action within the period prescribed by BCW/Workforce.
 - v. Sub-grant Recipient has taken an action, which in the opinion of the BCW/Workforce Executive Director, jeopardizes the program or the funds made available under this Agreement.

vi. Sub-grant Recipient has employed illegal aliens in violation of the Immigration and Nationality Act, 8 U.S.C. 1324(a).

4092 In the event of a termination, the Sub-grant Recipient shall be paid for services rendered up to the date of termination however, from the amount due there shall be deducted:

- a. All advances or other payments on account made to the Sub grant Recipient which are applicable to the terminated portion of this Agreement; and
- b. Any credits, discounts, or overpayments.
- c. Any claim which BCW/Workforce may have against the Sub-grant Recipient in connection with this contract or any other prior Agreement; and
- d. Any outstanding questioned or disallowed costs attributable to the Sub-grant Recipient arising out of an investigation, monitoring report or audit of this Agreement or any other Agreement Sub-grant Recipient had with BCW/Workforce; and

4093 Sub-grant Recipient Liability

In the event of a termination for cause, Sub-grant Recipient shall be liable to BCW/Workforce for damages sustained by BCW/Workforce by virtue of any breach of the Agreement by the Sub-grant Recipient including court costs and reasonable attorney's fees.

410 MAINTENANCE OF EFFORT

410.1 Employment funded under this Agreement shall only be in addition to employment, which would otherwise be financed by the Sub-grant Recipient without assistance under this Agreement.

410.2 To assure maintenance of effort the program funded by this Agreement:

- a. Shall result in an increase in workforce opportunities over those, which would otherwise be available.
- b. Shall not result in the displacement of currently employed workers by either a participant or an individual employed to carry out the obligations under this Agreement, including partial displacement such as a reduction in the hours of non-overtime work, wages, or employment benefits.

- c. Shall not impair current contracts for services or collective bargaining Agreements or result in the substitution of federal funds made available by this Agreement to subsidize work that would otherwise be performed by the Sub-grant Recipient.
- d. Shall not create a job in a promotional line for either a participant or an individual employed to carry out the obligations under this Agreement, which will infringe in any way upon the promotional opportunities of a currently employed individual.

4103 No participant shall be employed or job opening filled with an individual whose salary is funded by this Agreement when any other individual is on lay-off from the same or any substantially equivalent job.

4104 No participant shall be employed or job opening filled with an individual whose salary is funded by this Agreement when the employer/Sub-grant Recipient has terminated the employment of any regular employee or otherwise reduced its workforce with the intention of filling the vacancy so created by hiring a participant or employee whose wages are subsidized by WIOA or paid for with WIOA funds.

4105 Relocation

Sub-grant Recipient shall not use any of the funds under this Agreement to encourage, or induce the relocation of an establishment. Sub-grant Recipient shall not enter into any Agreement or relationship with a relocated establishment for the conduct of customized or skill training, on the job training, or company specific assessments of job applicants for a period of one hundred and twenty (120) days after the establishment has opened its doors for business with the general public. Establishments include successors in interest. Violations of this section shall result in double damages to be repaid to BCW/Workforce.

411 DAVIS BACON WAGES

Sub-grant Recipient agrees to comply with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) and the applicable US DOL regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction").

412 COPELAND ANTI-KICKBACKACT

Sub-grant Recipient shall comply with the requirements of the Copeland Anti-Kickback Act (40 U.S.C. 3145), and the applicable US DOL regulations (29 CFR Part 3, "Sub-grant Recipients and Sub-grant Recipients on Public Building or

Public Work Financed in Whole or in Part by Loans or Grants from the United States").

413 UNALLOWABLE, FRAUDULENT AND CRIMINAL ACTIVITIES

Sub-grant Recipient shall not embezzle, willfully misapply, steal, or obtain by fraud any moneys, funds, assets, or property which are the subject of this Agreement or amendments hereto. If Sub-grant Recipient violates this provision, Sub-grant Recipient shall be required to refund all monies and shall be subject to the sanctions of the Act and to the criminal provisions of Title 18 of the United States Code §665. Sub-grant Recipient shall also be subject to the immediate suspension of payments and/or termination of this Agreement.

413.1 Prohibition Against Solicitations and Gratuities.

Sub-grant Recipient certifies that neither they nor any of their officers or employees have tendered, or solicited gratuities, favors or anything of monetary value, from any BCW/Workforce employee or governing board member or otherwise exerted any undue influence in the selection process or award of this contract.

413.2 Prohibition Against the Payment of Fees

Sub-grant Recipient agrees that they will not use any of the funds under this Agreement for the payment of a fee in connection with the placement or referral of a WIOA participant to training.

414 CHILD LABOR LAWS AND THE PRO CHILDREN ACT

414.1 Sub-grant Recipient shall comply with all applicable federal, state, and local child labor laws in carrying out the terms and conditions of this Agreement.

414.2 Sub-grant Recipient agrees to comply with the Pro-Children Act 20 U.S.C. 6083

415 COLLECTIVE BARGAINING AGREEMENTS

Sub-grant Recipient agrees to comply with and shall not violate the terms and conditions of any collective bargaining Agreement in effect and applicable to this Agreement during the course of this Agreement.

416 UNIONS

Sub-grant Recipient shall not use any funds under this Agreement to assist, promote, or deter union organizing.

417 HEALTH AND SAFETY STANDARDS

Sub-grant Recipient shall comply with the Contract Work Hours and Safety Standards Act, 40 U.S.C. 3702 et seq., and 29 CFR part 5.

418 CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Sub-grant Recipient agrees to comply with the Certification Regarding Environmental Tobacco Smoke.

419 INSURANCE AND BONDING

419.1 Sub-grant Recipient affirms that it is adequately insured under the provisions of County Risk Sharing Authority (CORSA) of Ohio as outlined in Exhibit V, County Risk Sharing Authority (CORSA) Memorandum of Coverage 2017-2018 and that these levels meet or exceed the minimum coverage amounts outlined in the BCW/Workforce Request for Proposals. It agrees to maintain these coverage levels for the duration of this contract. The required insurance includes:

a. Third Party Liability

Third Party General Liability Insurance on a negligence basis, including injuries and accidental death to any person in an amount not less than three hundred thousand dollars (\$300,000.00) and subject to the same limit for more than one (1) person in an amount not less than one hundred thousand dollars (\$100,000.00) on account of one (1) accident.

b. Fidelity Insurance or Honesty Bond

Sub-grant Recipient shall secure Fidelity Insurance or an Honesty Bond to cover fraud or employee dishonesty, in the amount awarded under this contract.

c. Property

Sub-grant Recipient shall provide insurance coverage for all property purchased with WIBBCW funds to cover loss or damage to the property.

d. Non-Owner Coverage

Sub-grant Recipient shall maintain non-owner vehicle insurance coverage and shall name BCW/Workforce as an additional insured.

- e. Directors and Officers, Employment Practice Liability and Errors and Omission Coverage

Non-governmental Sub-grant Recipients shall maintain Directors and Officers Liability Insurance, which shall include Employment Practice Liability and Errors and Omission Coverage. Coverage shall be in the amount of at least one million dollars (\$1,000,000.00).

4192 Certificates of Insurance

The Sub-grant Recipient shall make Certificates of Insurance and Bonding available to BCW/Workforce, prior to commencing operations under this Agreement. The certificates must indicate that Sub-grant Recipient has obtained insurance and bonding in the amounts, types and classifications specified in this section. All insurance coverage required by BCW/Workforce under this Agreement shall list BCW/Workforce as an additional insured under the policy. In the event the policy is cancelled BCW/Workforce shall have the right to cancel this Agreement.

420 INDEPENDENT SUB-GRANT RECIPIENT

420.1 Sub-grant Recipient agrees that Sub-grant Recipient is an independent Sub-grant Recipient and no provision of this Agreement shall be construed as creating an agency or employment relationship between BCW/Workforce and Sub-grant Recipient or Sub-grant Recipient's employees.

420.2 Sub-grant Recipient agrees that they are responsible for the actions of its representatives, employees, and instructors with regard to all aspects of Sub-grant Recipient's program including, but not limited to, program implementation, the certification and submission of time and attendance records, invoices, submission and verification of financial reports, and maintenance of records.

421 NEGLIGENCE AND FAILURE TO PERFORM

421.1 Sub-grantee will be responsible for the consequences of its negligence or failure to perform in accordance with this agreement and will defend BCW/Workforce against claims upon the county's negligence or failure to perform.

To the extent considered necessary by BCW/Workforce any sums due Sub-grant Recipient under this Agreement may be retained by BCW/Workforce until all of BCW/Workforce's claims for negligence and/or

failure to perform pursuant to this Agreement have been settled or otherwise resolved; and any amount withheld shall not be subject to interest payments on the part of BCW/Workforce.

421.2 In addition to other negligence and/or failure to perform agreed to herein, Sub-grant Recipient shall be responsible for the cost of legal defense awards, damages, penalties and/or fines for claims brought against Sub-grant Recipient and also naming BCW/Workforce for acts of commission and/or omissions on the part of the Sub grant Recipient in relation to employees, consultants, agents or persons providing goods and/or services under this Agreement to Sub-grant Recipient.

421.3 Rights and Remedies Not Waived

No payment by BCW/Workforce to Sub-grant Recipient shall be construed as a waiver of any breach or default in the performance of any condition under this Agreement or amendment hereto; nor shall such payment impair or prejudice any right of BCW/Workforce with respect to such breach or default; nor shall any assent by BCW/Workforce express or implied, to such breach or default, be construed as assent to any succeeding breach or default.

422 CONFLICT OF INTEREST AND CODE OF CONDUCT

422.2 Sub-grant Recipient certifies that Sub-grant Recipient is in compliance with the WIOA and state conflict of interest restrictions.

422.3 Sub-grant Recipient agrees to abide by BCW/Workforce's Code of Conduct or with its own Code of Conduct so long as it meets the minimum standard set forth in the Uniform Guidance at 2 CFR 215.42.

422.4 Neither Sub-grant Recipient nor any individual whose salary is funded in whole or in part under this Agreement, or who is responsible for carrying out the obligations under this Agreement, shall enter into a contract, and/or purchase goods, and/or services with funds made available under this Agreement from an individual related to Sub-grant Recipient or Sub-grant Recipient's employees.

422.5 Sub-grant Recipient agrees that none of its officers or employees shall during the term of this Agreement serve as an expert witness against BCW/Workforce, in any legal or administrative proceeding in which he or she is not a party unless compelled by court process, nor shall such

persons give sworn testimony or issue a report or writing as an expression of his or her expert opinion which is adverse or prejudicial to the interests of BCW/Workforce, or in connection with any such pending or threatened legal or administrative proceeding. The limitations of this section shall not preclude such persons from representing themselves. in any action or in any administrative or legal proceeding.

422.6 In the event Sub-grant Recipient is given written authorization from BCW/Workforce to sub-grant any of their responsibilities Sub-grant Recipient agrees to prohibit such Sub-grant Recipients by written contract, from having any conflicts as within the meaning of this section.

423 NEPOTISM

4.23.1 Sub-grant Recipient may not hire a person in an administrative capacity, staff position, or on-the-job training position funded under the Act if a member of that person's immediate family is employed in an administrative capacity for BCW/Workforce or the Sub grant Recipient. Sub-grant Recipient shall make full disclosure regarding any procurements which are not arm's length including small business purchases and may not enter into any Agreement or make purchases without BCW/Workforce's approval where a conflict of interest, or the appearance of a conflict of interest exists or the purchase is not arm's length and involves a family member as described herein, or a business partner or related company.

4.23.2 No individual whose salary is funded in whole or in part under this Agreement, or who is responsible for carrying out the obligations under this Agreement shall appoint, employ, advance, or advocate for the appointment, employment, promotion, or advancement in or to a position with the Sub-grant Recipient's organization or a member of that individual's immediate family.

423.2 Definition of Immediate Family Member

Immediate family member for purposes of this section shall mean a wife, husband, son, daughter, son-in-law, daughter-in-law, sister, brother, sister-in-law, brother-in-law, mother, father, mother-in-law, father-in-law, aunt, uncle, niece, nephew, step-parent, step-child, grandparent, grandchild, half-brother, half-sister and first cousin.

424 GOVERNING LAWS

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Ohio. Venue for litigation arising out of or concerning this Agreement shall be in Warren County, OH.

425 COMPLIANCE WITH THE CLEAN AIR ACT, AND THE FEDERAL WATER POLLUTION CONTROL ACT

To the extent this contract is funded in excess of one hundred thousand dollars (\$100,000.00) of federal funds Contactor shall comply with the Clean Air Act, as amended, 42 U.S.C. 7401 et seq., and the Federal Water Pollution Control Act, 33 U.S.C.1251 et seq., as amended.

426 ENERGY POLICY AND CONSERVATION ACT

Sub-grant Recipient agrees to comply with the Energy Policy and Conservation Act, 12 USC 6201 and Environmental Protection Agency regulations (40CFR Part 15), and the Energy Policy and Conservation Act of 1988 as amended. (Pub. L. 94-163, 89 Stat 871).[53 FR 8079, 8087, Mar. 11, 1988, as amended at 60 FR 19639, 19645, Apr. 19, 1995].

427 RESOURCE CONSERVATION AND RECOVERY ACT, 42 USC 6962.

Sub-grant Recipient agrees to comply with the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, 42 USC 6962.

428 TRAFFICKING VICTIMS PROTECTION REAUTHORIZATION ACT OF 2013

Sub-grant Recipient agrees to comply with the Trafficking Victims Protection Reauthorization Act of 2013 (Title XII of the Violence Against Women Reauthorization Act of 2013). Sub-grant Recipient may not 1) engage in severe forms of trafficking in persons during the term of this Agreement or 2) Procure a commercial sex act during the term of this Agreement or 3)use forced labor in the performance of this Agreement

429 VETERAN'S PRIORITY

Sub-grant Recipient agrees to comply with the Veteran's Priority Provisions 38 U.S.C. 4215, the regulations 20 CFR part 1010 and U S. DOL Training Employment Guidance Letter (TEGL) No. 10-09 (November 10, 2009) which requires a priority of service to veterans and spouses of certain veterans for the receipt of employment, training, and placement services.

430 PROCUREMENT OF RECOVERED MATERIALS.

Sub-grant Recipient shall comply with 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act.

431 PROHIBITION ON CERTAIN TELECOMMUTING AND VIDEO SURVEILLANCE

SERVICES OR EQUIPMENT 2 CFR 200.216

Prohibition on certain telecommuting and video surveillance services or equipment 2 CFR 200.216

(a) Recipients and sub recipients are prohibited from obligating or expending loan or grant funds to:

- (1) Procure or obtain;
- (2) Extend or renew a contract to procure or obtain; or
- (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

END ARTIVE IV

ARTICLE V
PROGRAM REQUIREMENTS

500 ACCESS TO RECORDS

500.1 Availability of Records

- a. At any time during the term of this Agreement, or at any time during the record retention period following termination of this Agreement, Sub-grant Recipient shall permit the Secretary of Labor, Comptroller General, the Governor, BCW/Workforce or their designated representatives to monitor, conduct on site evaluations, audits, and investigations, to ensure compliance **with** the terms of the Agreement and amendments hereto.
- b. Sub-grant Recipient shall make original and/or certified copies of all records, related to this Agreement, such as but not limited to fiscal records, invoices, payroll records, personnel files, reports, plans, documents, maps or other data used, produced, or developed by Sub-grant Recipient pertaining to the program funded by this Agreement or amendment hereto, available to BCW/Workforce, the Comptroller, General of the United States, the federal government and/or the Governor or their designated representatives at any time upon reasonable notice and at no cost for the purpose of auditing, monitoring, review, investigation, survey or examination, even though, the Sub grant Recipient may at the time of the request no longer be a sub-recipient of BCW/Workforce.
- c. Sub-grant Recipient agrees that when requested, Sub-grant Recipient shall furnish any requested records to BCW/Workforce within ten (10) days of the request. Failure to comply may result in BCW/Workforce's withholding Sub-grant Recipient's reimbursement until such time that the Sub-grant Recipient complies with the request.

500.2 Access to Records Prior to Funding

Upon demand and/or within thirty (30) days prior to funding Sub grant Recipient shall allow BCW/Workforce to evaluate Sub-grant Recipient's fiscal and personnel systems in order to be assured of Sub-grant Recipient's capability to manage the program or project funded by this Agreement.

501 RECORD RETENTION

501.1 Sub-grant Recipient shall keep copies of all participant and fiscal records pertaining to this Agreement or any amendment hereto for five (5) years following the expiration of this Agreement. However, if any audit, claim, litigation, negotiation or other action involving this Agreement or amendment hereto has been started before the expiration of the five (5) year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular five (5) year period, whichever is later.

501.2 The retention date of records shall commence with the termination of this Agreement or any amendment hereto.

502 AUDIT

502.1 Requirement to Audit

Sub-grant Recipient shall provide for the conduct of an external audit of the program funded by this Agreement if the total aggregate expenditures of federal funds received from any source total seven hundred and fifty thousand dollars (\$750,000.00) or more in any fiscal year. The audit shall be conducted in accordance with the provisions of the Uniform Guidance 2 CFR 200 Subpart F.

502.2 Audits shall be organization wide as required by the Uniform Guidance.

503 PERIOD OF PERFORMANCE

503.1 Audits must be conducted, completed, and submitted within nine (9) months after the end of the audit period or within thirty (30) days of the receipt of the Audit Report whichever comes sooner.

503.2 Failure to submit an Audit Report, as required, may result in the withholding of payments due Sub-grant Recipient under this or any other Agreement with BCW/Workforce.

504 DISALLOWED AND QUESTIONED COSTS

504.1 Sub-grant Recipient shall be liable to BCW/Workforce for any disallowed or questioned costs that Sub-grant Recipient or BCW/Workforce incurs as a result of Sub-grant Recipient expending funds in violation of this Agreement

or in violation of the applicable federal, state or local statutes, regulations, rules, policies, or procedures.

- 504.2 Disallowed or questioned costs may be identified through a monitoring report, investigation, review, or audit. Disallowed or questioned costs shall be refunded and promptly repaid to BCW/Workforce by Sub-grant Recipient within thirty (30) days of the issuance of the report.
- 504.3 Sub-grant Recipient agrees to be subject to the monitoring, review and audit resolution procedures established by BCW/Workforce, the State of Ohio or the applicable federal agency and to cooperate with BCW/Workforce in the event that resolution cannot be achieved at BCW/Workforce's level.
- 504.4 BCW/Workforce's failure to promptly discover or demand payment for questioned or disallowed costs will not relieve Sub-grant Recipient from their obligation to repay the disallowance or questioned cost at the time of identification or demand.
- 504.5 Sub-grant Recipient may with the written approval of BCW/Workforce and the State of Ohio, substitute allowable uncharged costs or in-kind contributions, made from non-federal sources to support the program funded by this Agreement, to stand in for a disallowed or questioned cost. Such contributions or in-kind payments must have been documented in Sub-grant Recipient's fiscal books of account as required by the federal rules. The expenditure must be supported by the Sub-grant Recipient's independent Audit Report. The uncharged costs must have been incurred in the same title, cost category, and program year as the costs, which they are proposed to replace.
- 504.6 The expiration of the contract shall not affect BCW/Workforce's, the state's, or any federal agency's right to audit, disallow, or question a cost, or Sub-grant Recipient's obligation to repay the cost.
- 504.7 In the event of the voluntary or involuntary dissolution of Sub grant Recipient's organization Sub-grant Recipient shall inform BCW/Workforce, within twenty-four (24) hours of Sub-grant Recipient's knowledge of its intent to dissolve or of the involuntary dissolution of their organization, and prior to actual dissolution, agrees to allow BCW/Workforce to arrange for an immediate audit of Sub grant Recipient's organization. BCW/Workforce may also request or make provisions for the preservation of all records pertaining to the program(s) funded by this Agreement so that an immediate audit may be performed.

505 AMENDMENTS

505.1 If either Sub-grant Recipient or BCW/Workforce wishes to modify this Agreement, the proposed changes shall be submitted to the other party in accordance with the Notice section under this Agreement. No such change shall be effective until approved by BCW/Workforce and/or the Sub-grant Recipient and a formal amendment to this Agreement is executed by both parties.

505.2 BCW/Workforce's Unilateral Rights to Amend

Sub-grant Recipient agrees that BCW/Workforce may unilaterally amend this Agreement to conform to changes in any federal or state statute, regulation, or policy which is applicable to the program funded by this Agreement or any amendment hereto.

506 COPYRIGHTS, PATENTS, RIGHTS IN DATA, INVENTIONS

506.1 Sub-grant Recipient agrees that BCW/Workforce, the state and the federal government shall have a royalty free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use a copyright or patent or rights in data in any work, or invention developed in whole or in part with sub-grant funds or purchased with sub-grant funds.

- a. BCW/Workforce may utilize products as described in paragraphs "a" above in conjunction with fee for service activities developed or operated by BCW/Workforce.
- b. Sub-grant Recipient agrees to comply with this section regardless of whether or not a copyright or patent has been secured or applied for in connection with the materials, products, rights in data, intellectual property or other similar materials or part thereof developed in whole or in part with funds made available under this Agreement.
- c. Any breach of this section shall entitle BCW/Workforce to damages at least equal to the fair market value of the materials, products, rights in data, intellectual property or other similar materials or part thereof and such other damages including punitive damages as a court may award.

506.2 Sub-grant Recipient agrees to comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency, as applicable.

507 PRIOR AGREEMENTS

This document incorporates and includes all prior negotiations, correspondence, conversations, Agreements, and understandings applicable to the matters contained herein and Sub-grant Recipient and BCW/Workforce agree that there are no commitments, Agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, Sub-grant Recipient and BCW/Workforce, agree that no deviation from the terms hereof shall be predicated upon any prior representations or Agreements, whether oral or written. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed by the Sub-grant Recipient and BCW/Workforce.

508 BUY AMERICAN AND DOMESTIC PREFERENCE IN PROCUREMENT

Any equipment or goods to be purchased under this Agreement shall be purchased in accordance with the Buy American Act P.L. 103-333 §507 and 2 CFR 200.322

509 DRUG FREE WORKPLACE

Sub-grant Recipient certifies that it is in compliance with the Drug Free Workplace Act of 1988 41 U.S.C. 701 et seq., and all state and federal implementing regulations.

510 HEADINGS

The headings of the sections of this Agreement are inserted only for the purpose of convenience and reference and shall in no way restrict or otherwise affect the construction of the terms and conditions herein.

511 AGREEMENT TERM

511.1 The term of this Agreement shall begin on the date it is fully executed by both parties and shall end on June 30, 2026.

Tate Borcoman
Tate Borcoman, BCW/Workforce Chair Elect
BCW/Workforce Development Board
Butler, Clermont, Warren Workforce Development Board

6/30/23
Date

WARREN COUNTY BOARD OF COMMISSIONERS:

*[Signature]
President

*
Vice President

*[Signature]
Commissioner

Approved As To Form Only:

[Signature] 11/20/23
Assistant Prosecuting Attorney (Date)
Warren County

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

Resolution

Number 23-1678

Adopted Date December 12, 2023

ACKNOWLEDGE RECEIPT OF NOVEMBER 2023 FINANCIAL STATEMENT

BE IT RESOLVED, to acknowledge receipt of the November 2023 County Financial Statement for Funds #1101 through #6650; as attached hereto and made a part hereof.

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

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

Resolution adopted this 12th day of December 2023.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor (file)
S. Spencer
Tina Osborne

Financial Statement for 2023 Period 11



FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
1101	GENERAL FUND	93,373,432.63	8,029,721.85	6,197,082.66	95,206,071.82	567,891.83	95,773,963.65
2201	SENIOR CITIZENS SERVICE LEVY	7,689,470.56	422,981.90	626,580.65	7,485,871.81	0.00	7,485,871.81
2202	MOTOR VEHICLE	9,545,509.93	2,651,128.15	1,668,440.01	10,528,198.07	31,585.08	10,559,783.15
2203	HUMAN SERVICES	1,226,333.07	370,168.91	393,969.87	1,202,532.11	135,726.59	1,338,258.70
2204	COVID19 EMERGENCY RENTAL ASSIS	4,586,791.86	0.00	0.00	4,586,791.86	0.00	4,586,791.86
2205	BOARD OF DEVELOPMENTAL DISABIL	33,475,588.59	1,161,530.54	3,283,319.23	31,353,799.90	222,914.30	31,576,714.20
2206	DOG AND KENNEL	446,252.34	3,651.56	30,198.73	419,705.17	2,421.15	422,126.32
2207	LAW LIBRARY RESOURCES FUND	126,326.48	22,717.46	42,610.89	106,433.05	19,059.92	125,492.97
2208	CO&TRANSIT MEDICAID SALES TAX	0.00	0.00	0.00	0.00	0.00	0.00
2209	BOE ELECTIONS SECURITY GRANTS	0.01	10,000.00	0.00	10,000.01	0.00	10,000.01
2210	LOCAL CORONAVIRUS RELIEF FUND	0.00	0.00	0.00	0.00	0.00	0.00
2211	LOCAL FISCAL RECOVERY FUND	14,859,073.40	-69,360.56	600,011.99	14,189,700.85	22,042.40	14,211,743.25
2212	ONEOHIO OPIOID SETTLEMENT FUND	476,487.81	26,059.76	0.00	502,547.57	0.00	502,547.57
2215	VETERAN'S MEMORIAL	9,978.84	0.00	0.00	9,978.84	0.00	9,978.84
2216	RECORDER TECH FUND 317.321	237,225.99	10,819.00	2,113.31	245,931.68	1,408.60	247,340.28
2217	BOE TECHNOLOGY FUND 3501.17	1,749,056.57	0.00	0.00	1,749,056.57	0.00	1,749,056.57
2218	COORDINATED CARE	700,501.97	0.00	30,008.50	670,493.47	13,699.00	684,192.47
2219	WIRELESS 911 GOVERNMENT ASSIST	458,260.08	20,705.36	16,196.58	462,768.86	0.00	462,768.86
2220	CP INDIGENT DRVR INTRLK/MONITG	12,174.71	0.00	0.00	12,174.71	0.00	12,174.71
2221	CC/MC INDIGENT DRIVER INTERLOC	126,368.62	0.00	0.00	126,368.62	0.00	126,368.62
2222	JUV INDIGENT DRIVER INTERLOCK	2,682.43	0.00	0.00	2,682.43	0.00	2,682.43
2223	PROBATE/JUVENILE SPECIAL PROJ	343,886.41	3,077.00	0.00	346,963.41	0.00	346,963.41
2224	COMMON PLEAS SPECIAL PROJECTS	182,121.98	10,113.00	4,650.00	187,584.98	1,300.00	188,884.98
2227	PROBATION SUPERVISION 2951.021	813,071.88	11,367.08	10,933.10	813,505.86	822.22	814,328.08
2228	MENTAL HEALTH GRANT	182,655.69	7,500.00	0.00	190,155.69	0.00	190,155.69
2229	MUNICIPAL MOTOR VEH PERMIS TAX	2,982,481.68	45,684.79	1,200,000.00	1,828,166.47	1,200,000.00	3,028,166.47
2231	CO LODGING ADD'L 1%	86,419.46	102,081.43	86,419.46	102,081.43	0.00	102,081.43

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FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
2232	COUNTY LODGINGS TAX (FKA 7731)	259,309.95	306,273.78	259,309.95	306,273.78	0.00	306,273.78
2233	DOMESTIC SHELTER	15,797.00	3,560.00	0.00	19,357.00	0.00	19,357.00
2237	REAL ESTATE ASSESSMENT	6,612,188.60	0.00	60,094.64	6,552,093.96	140.40	6,552,234.36
2238	WORKFORCE INVESTMENT BOARD	76,964.82	90,425.34	85,623.89	81,766.27	10,116.67	91,882.94
2243	JUVENILE GRANTS	332,285.91	0.00	2,182.50	330,103.41	0.00	330,103.41
2245	CRIME VICTIM GRANT FUND	18,979.20	3,702.91	5,461.07	17,221.04	1,765.34	18,986.38
2246	JUVENILE INDIGENT DRIVER ALCOH	21,610.35	73.50	0.00	21,683.85	0.00	21,683.85
2247	FELONY DELINQUENT CARE/CUSTODY	836,588.63	0.00	103,840.03	732,748.60	4,231.15	736,979.75
2248	TAX CERTIFICATE ADMIN FUND	27,682.23	1,100.00	168.00	28,614.23	0.00	28,614.23
2249	DTAC-DELINQ TAX & ASSESS COLLE	773,456.18	904.80	17,245.41	757,115.57	1,385.80	758,501.37
2250	CERT OF TITLE ADMIN FUND	4,004,465.20	193,877.64	97,665.53	4,100,677.31	358.85	4,101,036.16
2251	COAP GRANT - OPIOD ABUSE PROG	0.00	0.00	0.00	0.00	0.00	0.00
2252	WC TECHNOLOGY CRIMES UNIT	0.00	0.00	0.00	0.00	0.00	0.00
2253	COUNTY COURT PROBATION DEPT	0.00	0.00	0.00	0.00	0.00	0.00
2254	CCMEP/TANF	67,032.68	47,190.95	22,760.56	91,463.07	3,827.06	95,290.13
2255	MUNICIPAL VICTIM WITNESS FUND	82,417.41	0.00	6,632.36	75,785.05	0.00	75,785.05
2256	WARREN COUNTY SOLID WASTE DIST	1,116,198.20	8,047.62	17,390.45	1,106,855.37	4,426.45	1,111,281.82
2257	OHIO PEACE OFFICER TRAINING	114,654.32	0.00	0.00	114,654.32	0.00	114,654.32
2258	WORKFORCE INVESTMENT ACT FUND	122,557.25	49,013.74	80,186.57	91,384.42	779.98	92,164.40
2259	JTPA	1,675.19	0.00	0.00	1,675.19	0.00	1,675.19
2260	OHIO WORKS INCENTIVE PROGRAM	0.00	0.00	0.00	0.00	0.00	0.00
2261	PASS THROUGH GRANTS	200.01	283,870.00	200.01	283,870.00	0.00	283,870.00
2262	COMMUNITY CORRECTIONS MONITORI	869,246.42	30,498.00	21,057.30	878,687.12	21.00	878,708.12
2263	CHILD SUPPORT ENFORCEMENT	1,814,215.26	321,973.35	236,604.97	1,899,583.64	400.00	1,899,983.64
2264	EMERGENCY MANAGEMENT AGENCY	315,598.25	34,384.63	19,949.21	330,033.67	344.01	330,377.68
2265	COMMUNITY DEVELOPMENT	532,800.42	162,367.35	95,687.41	599,480.36	45,433.41	644,913.77
2266	COMM DEV-ENT ZONE MONITOR FEES	113,063.00	0.00	0.00	113,063.00	0.00	113,063.00

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FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING LIABILITIES	TREASURER'S FUND BALANCE
2267	LOEB FOUNDATION GRANT	0.00	12,000.00	0.00	12,000.00	0.00	12,000.00
2268	INDIGENT GUARDIANSHIP FUND	280,637.86	1,970.00	152.08	282,455.78	0.00	282,455.78
2269	INDIGENT DRIVER ALCOHOL TREATM	805,087.30	8,716.92	0.00	813,804.22	0.00	813,804.22
2270	JUVENILE TREATMENT CENTER	347,295.35	10,701.51	101,906.06	256,090.80	0.00	256,090.80
2271	DTAC-PROSECUTOR ORC 321.261	319,773.94	0.00	15,696.48	304,077.46	125.00	304,202.46
2272	CP INDIGENT DRVR ALC TREATMT	56,002.00	0.00	0.00	56,002.00	0.00	56,002.00
2273	CHILDREN SERVICES	9,831,449.56	216,957.46	722,110.25	9,326,296.77	327,538.41	9,653,835.18
2274	COUNTY COURT COMPUTR 1907.261A	86,803.43	1,335.74	317.21	87,821.96	0.00	87,821.96
2275	COUNTY CRT CLK COMP 1907.261B	181,072.18	4,202.00	2,969.23	182,304.95	2,969.23	185,274.18
2276	PROBATE COMPUTER 2101.162	104,974.63	711.00	0.00	105,685.63	0.00	105,685.63
2277	PROBATE CLERK COMPUTR 2101.162	297,701.01	2,370.00	0.00	300,071.01	0.00	300,071.01
2278	JUVENILE CLK COMPUTR 2151.541	56,923.21	1,122.00	0.00	58,045.21	0.00	58,045.21
2279	JUVENILE COMPUTER 2151.541	50,531.80	336.00	0.00	50,867.80	0.00	50,867.80
2280	COMMON PLEAS COMPUTER 2303.201	90,517.24	1,452.00	0.00	91,969.24	0.00	91,969.24
2281	DOMESTIC REL COMPUTER 2301.031	9,422.39	288.00	0.00	9,710.39	0.00	9,710.39
2282	CLERK COURTS COMPUTER 2303.201	150,438.00	14,987.00	0.00	165,425.00	0.00	165,425.00
2283	COUNTY CT SPEC PROJ 1907.24B1	2,172,557.88	33,848.94	7,133.60	2,199,273.22	0.00	2,199,273.22
2284	COGNITIVE INTERVENTION PROGRAM	421,855.02	1,729.00	13,861.30	409,722.72	712.90	410,435.62
2285	CONCEALED HANDGUN LICENSE	796,932.57	5,488.75	5,439.31	796,982.01	314.00	797,296.01
2286	SHERIFF-DRUG LAW ENFORCEMENT	3,372.49	155.00	89.60	3,437.89	604.94	4,042.83
2287	SHERIFF-LAW ENFORCEMENT TRUST	305,452.65	52,371.19	2,178.40	355,645.44	0.00	355,645.44
2288	COMM BASED CORRECTIONS DONATIO	9,451.42	1,625.06	0.00	11,076.48	0.00	11,076.48
2289	COMMUNITY BASED CORRECTIONS	311,620.57	0.00	29,639.38	281,981.19	360.00	282,341.19
2290	HAZ MAT EMERG PLAN SPEC FUND	5.12	0.00	0.00	5.12	0.00	5.12
2291	SHERIFF-D.J.A.R.E. PROGRAM	1,904.32	0.00	0.00	1,904.32	0.00	1,904.32
2292	TRAFFIC SAFETY PROGRAM-SHERIFF	0.00	0.00	0.00	0.00	0.00	0.00
2293	SHERIFF GRANTS	3,912.00	1,000.00	0.00	4,912.00	0.00	4,912.00

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FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
2294	SHERIFF DARE LAW ENFORC GRANT	34,468.77	0.00	17,234.38	17,234.39	0.00	17,234.39
2295	TACTICAL RESPONSE UNIT	33,907.68	0.00	284.41	33,623.27	284.41	33,907.68
2296	COMP REHAB DWNPMT ASST COMMDEV	47,144.73	0.00	0.00	47,144.73	0.00	47,144.73
2297	ENFORCEMENT & EDUCATN 4511.19G5A	142,707.83	741.00	0.00	143,448.83	0.00	143,448.83
2298	REHAB INC FUNDS	100,457.46	0.00	0.00	100,457.46	0.00	100,457.46
2299	COUNTY TRANSIT	1,382,456.11	274,835.30	188,452.30	1,468,839.11	84,120.55	1,552,959.66
3327	BOND RETIREMENT SPECIAL ASSMT	169,160.08	0.00	114,218.06	54,942.02	114,218.06	169,160.08
3360	STATE OPWC LOAN	56,357.85	0.00	56,357.85	0.00	0.00	0.00
3368	2013 RADIO SYSTEM BONDS	0.00	0.00	0.00	0.00	0.00	0.00
3384	TAX INCREMENT FINANCING - P&G	0.00	0.00	0.00	0.00	0.00	0.00
3393	RID BOND GREENS OF BUNNEL	3,395,091.50	0.00	430,182.00	2,964,909.50	430,182.00	3,395,091.50
3395	JAIL BONDS 2019	0.00	0.00	0.00	0.00	0.00	0.00
4401	COUNTY WIDE FINANCIAL SOFTWARE	32,171.29	0.00	12,520.00	19,651.29	0.00	19,651.29
4430	DEFAULTED SUBDIVISION SPEC ASM	399,158.40	0.00	0.00	399,158.40	0.00	399,158.40
4431	SOCIALVILLEFOSTERSBRIDGE&WALL	0.00	0.00	0.00	0.00	0.00	0.00
4432	EDWARDSVILLE ROAD BRIDGE	0.00	0.00	0.00	0.00	0.00	0.00
4433	MIDDLEBORO RD BRIDGE REHAB	0.00	0.00	0.00	0.00	0.00	0.00
4434	LIBERTY WAY/MASON RD TURN LANE	0.00	0.00	0.00	0.00	0.00	0.00
4435	STROUT RD BRIDGE 207-0.02	0.00	0.00	0.00	0.00	0.00	0.00
4436	ZOAR RD IMPROVEMENT PROJECT	0.00	0.00	0.00	0.00	0.00	0.00
4437	KING AVE BRIDGE PROJECT	1,070,807.22	44,822.71	328,331.07	787,298.86	94,891.53	882,190.39
4438	NB COLUMBIA/3C RIGHT TURN LN	0.00	0.00	0.00	0.00	0.00	0.00
4439	VARIOUS WATER ASSESSMENT PROJE	0.00	0.00	0.00	0.00	0.00	0.00
4449	VARIOUS SEWER ASSESSMENT PROJE	0.00	0.00	0.00	0.00	0.00	0.00
4450	ESTATES OF KEEVER CREEK ROAD P	0.00	0.00	0.00	0.00	0.00	0.00
4451	ROAD INFRASTRUCTURE	19,610,619.00	0.00	0.00	19,610,619.00	0.00	19,610,619.00
4452	STEPHENS RD BRIDGE REPLACEMENT	0.00	34,789.89	34,789.89	0.00	0.00	0.00

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FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
4453	OLD 122 & TWP LINE RD ROUNDABO	0.00	0.00	0.00	0.00	0.00	0.00
4454	FIELDS-ERTEL RD IMPROV PROJ	749,355.35	-500,000.00	3,198.32	246,157.03	0.00	246,157.03
4455	PHASE II ROAD RESURFACING	0.00	0.00	0.00	0.00	0.00	0.00
4456	MAS MOR MIL PIKE ST BRIDGE	0.00	0.00	0.00	0.00	0.00	0.00
4457	HENDRICKSON RD BRIDGE PROJECT	0.00	0.00	0.00	0.00	0.00	0.00
4458	MAS MOR MIL RD BRIDGE-MASON	0.00	0.00	0.00	0.00	0.00	0.00
4459	ROACHESTER COZADDALE RD BRIDGE	0.00	0.00	0.00	0.00	0.00	0.00
4460	MCCLURE RD BRIDGE PROJ	0.00	0.00	0.00	0.00	0.00	0.00
4461	TOWNSHIP LINE RD BRIDGE PROJ	10,000.00	0.00	0.00	10,000.00	0.00	10,000.00
4463	FIELDS-ERTEL AND COLUMBIA ROAD	0.00	0.00	0.00	0.00	0.00	0.00
4467	COUNTY CONST PROJECTS	5,119,145.94	0.00	235,265.15	4,883,880.79	152,943.80	5,036,824.59
4479	AIRPORT CONSTRUCTION	900,800.57	0.00	11,030.00	889,770.57	0.00	889,770.57
4484	P&G TIF ROAD CONSTRUCTION	0.00	0.00	0.00	0.00	0.00	0.00
4485	MIAMI VALLEY GAMING TIF	1,275,613.98	131,000.00	397,997.05	1,008,616.93	0.00	1,008,616.93
4489	TOWNE CENTER BLVD EXTENSION	0.00	0.00	0.00	0.00	0.00	0.00
4491	NEW COUNTY COURT CONSTRUCTION	0.00	0.00	0.00	0.00	0.00	0.00
4492	COMMUNICATION PROJECTS	3,583,769.46	0.00	484,734.16	3,099,035.30	294,180.80	3,393,216.10
4493	REDEVELOPMENT TAX EQUIV FUND	484,284.48	44,025.47	62.16	528,247.79	0.00	528,247.79
4494	COURTS BUILDING	8,982,982.44	0.00	46,435.56	8,936,546.88	20,924.00	8,957,470.88
4495	JAIL CONSTRUCTION SALES TAX	1,996,738.01	0.00	0.00	1,996,738.01	0.00	1,996,738.01
4496	JUVENILE DETENTION ADDN & RENO	259,785.28	0.00	0.00	259,785.28	0.00	259,785.28
4497	JAIL CONSTRUCTION & REHAB	8,668,154.13	0.00	0.00	8,668,154.13	0.00	8,668,154.13
4498	COUNTY FAIRGROUNDS CONSTRUCTN	0.00	0.00	0.00	0.00	0.00	0.00
4499	JUVENILE/PROBATE CT EXPANSION	472,507.59	0.00	0.00	472,507.59	0.00	472,507.59
5510	WATER REVENUE	28,916,911.63	1,472,224.71	1,022,092.42	29,367,043.92	194,031.06	29,561,074.98
5574	LOWER LITTLE MIAMI WASTEWATER	0.00	0.00	0.00	0.00	0.00	0.00
5575	SEWER CONST PROJECTS	811,101.93	0.00	322,208.10	488,893.83	24,527.23	513,421.06

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FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
5580	SEWER REVENUE	31,613,249.25	752,852.85	808,828.32	31,557,273.78	219,989.76	31,777,263.54
5581	SEWER IMPROV-WC VOCATIONAL SCH	292,184.60	6,171.33	0.00	298,355.93	0.00	298,355.93
5583	WATER CONST PROJECTS	1,116,711.70	0.00	47,991.91	1,068,719.79	865.00	1,069,584.79
5590	STORM WATER TIER 1	229,284.99	0.00	8,063.20	221,221.79	13,058.20	234,279.99
6619	VEHICLE MAINTENANCE ROTARY	76,790.32	49,902.01	63,205.89	63,486.44	20,188.75	83,675.19
6630	SHERIFF'S POLICING REVOLV FUND	1,506,736.02	25,080.69	422,919.10	1,108,897.61	0.00	1,108,897.61
6631	COMMUNICATIONS ROTARY	291,431.04	939.36	6,040.53	286,329.87	4,034.73	290,364.60
6632	HEALTH INSURANCE	1,013,594.33	1,539,262.49	1,108,059.39	1,444,797.43	218.97	1,445,016.40
6636	WORKERS COMP SELF INSURANCE	1,706,330.09	0.00	31,386.66	1,674,943.43	9,724.76	1,684,668.19
6637	PROPERTY & CASUALTY INSURANCE	266,219.18	27,732.00	0.00	293,951.18	0.00	293,951.18
6650	GASOLINE ROTARY	179,825.81	87,947.74	142,723.87	125,049.68	62,553.60	187,603.28
7707	P.E.R.S. ROTARY	2,636.03	0.00	0.00	2,636.03	0.00	2,636.03
7708	TOWNSHIP FUND	1,362.11	496,014.88	497,376.99	0.00	0.00	0.00
7709	CORPORATION FUND	4,863.28	204,271.35	205,003.06	4,131.57	4,616.15	8,747.72
7713	WATER-SEWER ROTARY FUND	633,962.81	2,316,240.92	2,548,733.86	401,469.87	2,354.53	403,824.40
7714	PAYROLL ROTARY	1,071,463.06	3,739,271.02	4,504,552.13	306,181.95	905,796.68	1,211,978.63
7715	NON PARTICIPANT ROTARY	15,000.00	0.00	386.16	14,613.84	0.00	14,613.84
7716	SCHOOL	8,751.12	0.00	8,751.12	0.00	0.00	0.00
7717	UNDIVIDED GENERAL TAX	6,714,494.38	988,734.67	15,474.16	7,687,754.89	9,394.35	7,697,149.24
7718	TANGIBLE PERSONAL PROPERTY.	0.00	0.00	0.00	0.00	0.00	0.00
7719	TRAILER (LIKE REAL ESTATE) TAX	5,372.10	1,345.97	0.00	6,718.07	0.00	6,718.07
7720	LOCAL GOVERNMENT FUND	0.00	450,106.66	450,106.66	0.00	0.00	0.00
7721	SPECIAL DISTRICTS	0.00	0.00	0.00	0.00	0.00	0.00
7722	CIGARETTE LICENSE TAX	725.38	264.83	87.33	902.88	87.33	990.21
7723	GASOLINE TAX	0.00	556,759.91	556,759.91	0.00	0.00	0.00
7724	WC PORT AUTHORITY FUND	513,734.66	0.00	430,537.12	83,197.54	0.00	83,197.54
7725	UNDIVIDED WIRELESS 911 GOV ASS	61.76	41,410.74	20,705.36	20,767.14	0.00	20,767.14

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FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
7726	MOTOR VEHICLE LICENSE TAX	0.00	977,284.83	977,284.83	0.00	0.00	0.00
7727	RE RATE CORRECT/REFUNDS	0.00	0.00	0.00	0.00	0.00	0.00
7728	TREASURER TAX REFUNDS	31,252.22	6,713.93	20,157.44	17,808.71	16,798.34	34,607.05
7729	CORONAVIRUS RELIEF DIST FUND	0.00	0.00	0.00	0.00	0.00	0.00
7731	COUNTY LODGING TAX	0.00	0.00	0.00	0.00	0.00	0.00
7734	REAL ESTATE ADVANCE PAYMENT	259,040.79	16,357.20	0.00	275,397.99	0.00	275,397.99
7738	WIB PASS THRU OHIO TO WORK	0.00	0.00	0.00	0.00	0.00	0.00
7740	TRAILER TAX	0.00	0.00	0.00	0.00	0.00	0.00
7741	LIFE INSURANCE	13,646.43	10,668.00	11,548.76	12,765.67	0.00	12,765.67
7742	LIBRARIES	118.25	512,506.99	512,625.24	0.00	0.00	0.00
7744	ARMCO PARK TOURNAMENT FEES	0.00	0.00	0.00	0.00	0.00	0.00
7745	STATE	2,274.54	1,521.60	2,252.82	1,543.32	2,252.82	3,796.14
7746	MIAMI CONSERVANCY DISTRICT FUN	0.00	0.00	0.00	0.00	0.00	0.00
7747	ADVANCE ESTATE TAX	845.74	0.00	0.00	845.74	0.00	845.74
7751	UNDIVIDED INTEREST	4,216.78	923,930.47	825,454.92	102,692.33	0.00	102,692.33
7754	OHIO ELECTIONS COMMISSION FUND	0.00	35.00	35.00	0.00	35.00	35.00
7756	SEWER ROTARY	84,467.00	14,556.00	12,072.00	86,951.00	0.00	86,951.00
7757	MERCY PASS THROUGH TO TID	0.00	0.00	0.00	0.00	0.00	0.00
7758	WIA PASS THROUGH TO BUTLER/CLE	0.00	268,393.58	268,393.58	0.00	0.00	0.00
7761	OUTSIDE ENTITY FLOWTHRU	0.00	0.00	0.00	0.00	0.00	0.00
7765	RECORDER'S ESCROW FUND	29,586.58	691.00	205.50	30,072.08	0.00	30,072.08
7766	ESCROW ROTARY	676,127.19	0.00	0.00	676,127.19	0.00	676,127.19
7767	UNIDENTIFIED DEPOSITS	0.00	0.00	0.00	0.00	0.00	0.00
7768	RE TAX PYMT PRO/PRE/SALES	26,314.90	6,053.48	0.00	32,368.38	0.00	32,368.38
7769	BANKRUPTCY POST PETITION CONDU	22,004.20	2,002.13	0.00	24,006.33	0.00	24,006.33
7772	LEBANON MUN ORD VIOLATION INDI	0.00	0.00	0.00	0.00	0.00	0.00
7773	SEX OFFENDER REGISTRATION FEE	0.00	0.00	0.00	0.00	125.00	125.00

Financial Statement for 2023 Period 11



FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
7774	ARSON OFFENDER REGISTR FEE	317.00	0.00	0.00	317.00	0.00	317.00
7775	UNDIVIDED SHERIFF WEB CHECK FE	14,838.12	10,858.25	11,866.25	13,830.12	62.00	13,892.12
7776	UNDIVIDED EVIDENCE SHERIFF	45,840.22	0.00	0.00	45,840.22	8.50	45,848.72
7777	UNDIVIDED FEDERAL & STATE FORF	0.00	0.00	0.00	0.00	0.00	0.00
7778	COURT ORDERED SHERIFF SALES	210,661.00	712,800.00	825,550.00	97,911.00	693,255.37	791,166.37
7779	UNDIVIDED DRUG TASK FORCE SEIZ	142,385.00	0.00	0.00	142,385.00	192.00	142,577.00
7781	REFUNDABLE DEPOSITS	402,572.19	11,075.82	11,116.89	402,531.12	2,071.60	404,602.72
7782	SHERIFF - LOST/ABANDONED PROPE	44.34	0.00	0.00	44.34	0.00	44.34
7785	MASSIE WAYNE CAPACITY FEES	0.00	0.00	0.00	0.00	0.00	0.00
7786	PMT IN LIEU OF TAXES	0.00	0.00	0.00	0.00	0.00	0.00
7787	UNDIVIDED INCOME TAX-REAL PROP	2,737,069.23	-783.22	2,736,286.01	0.00	0.00	0.00
7788	UNDIVIDED PUBLIC UTILITY DEREG	0.00	0.00	0.00	0.00	0.00	0.00
7789	FORFEITED LAND	0.00	14,665.00	0.00	14,665.00	0.00	14,665.00
7790	FORFEITED LAND EXCESS SALE PRO	0.00	0.00	0.00	0.00	0.00	0.00
7792	ZONING & BLDG BOND FUND	0.00	0.00	0.00	0.00	0.00	0.00
7793	HOUSING TRUST AUTHORITY	78,667.83	67,746.77	0.00	146,414.60	0.00	146,414.60
7795	UNDIVIDED INDIGENT FEES	0.00	2,178.00	2,178.00	0.00	435.60	435.60
7796	MASON MUN ORD VIOLATION INDIGE	9,316.57	0.00	156.25	9,160.32	156.25	9,316.57
7797	NEW UNDIVIDED AUCTION PROCEEDS	0.00	18,086.56	18,086.56	0.00	0.00	0.00
7798	OLD ZONING & BLDG BOND FUND	138,020.47	0.00	0.00	138,020.47	0.00	138,020.47
8843	UNCLAIMED MONEY	762,586.82	6,061.13	149.68	768,498.27	0.00	768,498.27
8855	CH.SERV.SCHEURER SMITH TRUST	43,609.59	0.00	0.00	43,609.59	0.00	43,609.59
9911	WARREN CO HEALTH DISTRICT	9,111,780.89	264,684.34	704,578.90	8,671,886.33	98,649.44	8,770,535.77
9912	FOOD SERVICE	166,223.47	2,752.00	403.76	168,571.71	371.14	168,942.85
9915	PLUMBING BOND-HEALTH DEPT.	0.00	0.00	0.00	0.00	0.00	0.00
9916	STATE REGULATED SEWAGE PROGRAM	225,808.44	52,114.00	47,444.00	230,478.44	45,820.00	276,298.44
9925	SOIL & WATER CONSERVATION DIST	849,283.21	0.00	79,390.30	769,892.91	1,910.03	771,802.94

Financial Statement for 2023 Period 11



FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
9928	REGIONAL PLANNING	384,825.73	17,655.00	35,749.12	366,731.61	355.00	367,086.61
9938	WARREN COUNTY PARK DISTRICT	2,289,716.16	136,990.17	65,211.60	2,361,494.73	6,033.36	2,367,528.09
9944	ARMCO PARK	367,578.57	10,423.98	69,350.54	308,652.01	12,654.20	321,306.21
9953	WATER SYSTEM FUND	44,738.02	3,105.00	8,080.74	39,762.28	84.00	39,846.28
9954	MENTAL HEALTH RECOVERY BOARD	16,381,875.56	1,948,384.83	1,738,262.22	16,591,998.17	390,966.08	16,982,964.25
9961	HEALTH GRANT FUND	830,043.38	116,511.62	29,504.54	917,050.46	0.00	917,050.46
9963	CAMPGROUNDS	2,876.10	0.00	1,375.40	1,500.70	0.00	1,500.70
9976	HEALTH - SWIMMING POOL FUND	176,684.22	0.00	6,856.82	169,827.40	0.00	169,827.40
9977	DRUG TASK FORCE COG	784,639.06	100.00	9,155.86	775,583.20	2,604.77	778,187.97
9996	WC FIRE RESPONSE LIFE SAFETY	0.00	0.00	0.00	0.00	0.00	0.00
Total		381,839,171.95	33,673,450.37	40,839,956.88	374,672,665.44	6,562,752.44	381,235,417.88

It is hereby certified, that the foregoing is a true and accurate statement of the finances of Warren County, Ohio, for November, 2023 showing the balance on hand in cash in each fund at the beginning of the month, the amount received to each, the amount disbursed from each, the balance remaining to the credit of each, and the balance of money in the treasury and depository.

Resolution

Number 23-1679

Adopted Date December 12, 2023

ACKNOWLEDGE APPROVAL OF FINANCIAL TRANSACTIONS

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

WHEREAS, it is necessary to approve various financial transactions in order to make timely payments; and

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

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

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

Resolution adopted this 12th day of December 2023.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

/lkl

cc: Auditor
Supplemental App. file
OMB (file)

APPROVE A SUPPLEMENTAL APPROPRIATION INTO HEALTH INSURANCE FUND #6632

BE IT RESOLVED, to approve the following supplemental appropriation:

\$800,000.00 into #66320100-5932 (Health Ins – Medical/Rx Claims)

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

M
M
M

Jnl # 240

Resolution adopted this ___ day of December 2023.

BOARD OF COUNTY COMMISSIONERS

Tina Osborne, Clerk

/js

cc: Auditor _____
Supplemental App. File
OMB (file)

McPaul

To be ratified on 12/12/23

Resolution

Number 23-1680

Adopted Date December 12, 2023

ACKNOWLEDGE PAYMENT OF BILLS

BE IT RESOLVED, to acknowledge payment of bills from 12/5/23 and 12/7/23 as attached hereto and made a part hereof.

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

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

Resolution adopted this 12th day of December 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/tao

cc: Auditor _____

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

Resolution

Number 23-1681

Adopted Date December 12, 2023

ENTER INTO A SUBDIVISION PUBLIC IMPROVEMENT PERFORMANCE AND MAINTENANCE SECURITY AGREEMENT WITH PRUS PROPERTIES LLC FOR INSTALLATION OF CERTAIN IMPROVEMENTS IN THE VILLAGES OF CLASSICWAY SUBDIVISION, SECTION 9A SITUATED IN HAMILTON TOWNSHIP

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

AGREEMENT

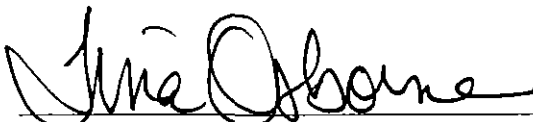
Bond Number	:	23-012 (W/S)
Development	:	The Villages of Classicway Subdivision, Section 9A
Developer	:	Prus Properties, LLC
Township	:	Hamilton
Amount	:	\$19,761
Surety Company	:	Ohio Farmers Insurance Company

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

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

Resolution adopted this 12th day of December 2023.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

CGB

cc: Prus Properties, LLC, 5325 Wooster Road, Cincinnati, OH 45226
Ohio Farmers Insurance Co, One Park Circle, Westfield Center, OH 44251
Water/Sewer (file)
Bond Agreement file

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

WATER AND/OR SANITARY SEWER

Security Agreement No.

23-012 W/S

This Agreement made and concluded at Lebanon, Ohio, by and between Prus Properties LLC. (1) (hereinafter the "Developer") and the Warren County Board of County Commissioners, (hereinafter the "County Commissioners"), and Ohio Farmers Insurance Company (2) (hereinafter the "Surety").

WITNESSETH:

WHEREAS, the Developer is required to install certain improvements in The Villages of Classicway Subdivision, Section/Phase 9A (3) (hereinafter the "Subdivision") situated in Hamilton (4) Township, Warren County, Ohio, in accordance with the Warren County Subdivision regulations (hereinafter called the "Improvements"); and,

WHEREAS, it is estimated that the total cost of the Improvements is \$197,610.00, and that the Improvements that have yet to be completed and approved may be constructed in the sum of \$0.00; and,

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

NOW, THEREFORE, be it agreed:

1. The Developer will provide **performance security** to the County Commissioners in the sum of \$0.00 to secure the performance of the construction of the uncompleted or unapproved Improvements in accordance with Warren County subdivision regulations (hereinafter the Performance Obligation). If any sum greater than zero (0) is inserted herein, the **minimum performance security** shall be ten percent (10%) of the total cost of the Improvements.

2. The County Commissioners will, upon approval of the County Sanitary Engineer of all Improvements in the Subdivision, tentatively accept all Improvements.
3. The Developer shall be in default of the Performance Obligation if the construction or installation of any Improvement by the Developer is not completed within _____ 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 \$19,761.00 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:

Prus Properties, LLC.

5325 Wooster Rd.

Cincinnati, OH 45226

Ph. (513) 321 - 7774

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: Joseph Prus

TITLE: Managing Member

DATE: 11.07.2023

SURETY:

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

SIGNATURE:  _____

PRINTED NAME: Kathleen A. Vonderhaar

TITLE: Attorney-in-fact

DATE: 11.07.2023

[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 1681, dated December 12, 2023

**WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS**

SIGNATURE: 

PRINTED NAME: Shannon Jones

TITLE: President

DATE: 12.12.23

RECOMMENDED BY:

By: 
SANITARY ENGINEER

APPROVED AS TO FORM:

By: 
Ass't. 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

General
Power
of Attorney

POWER NO. 3411882 01

**Westfield Insurance Co.
Westfield National Insurance Co.
Ohio Farmers Insurance Co.**
Westfield Center, Ohio

CERTIFIED COPY

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint
KATHLEEN A. VONDERHAAR, PATRICK J. MORGAN, SUSAN M. RINDERLE, JOINTLY OR SEVERALLY

of CINCINNATI and State of OH its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship in any penal limit.

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-In-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be it Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-In-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents cancelling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be it Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their National Surety Leader and Senior Executive and their corporate seals to be hereto affixed this 01st day of MAY A.D., 2022.

Corporate
Seals
Affixed



WESTFIELD INSURANCE COMPANY
WESTFIELD NATIONAL INSURANCE COMPANY
OHIO FARMERS INSURANCE COMPANY

By: Gary W. Stumper, National Surety Leader and Senior Executive

State of Ohio
County of Medina ss.:

On this 01st day of MAY A.D., 2022, before me personally came Gary W. Stumper to me known, who, being by me duly sworn, did depose and say, that he resides in Medina, OH; that he is National Surety Leader and Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial
Seal
Affixed



David A. Kotnik, Attorney at Law, Notary Public
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio
County of Medina ss.:

I, Frank A. Carrino, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 7th day of

November, 2023



Frank A. Carrino, Secretary

**Financial
Statement**

Ohio Farmers Insurance Co.

Westfield Center, Ohio 44251-5001

December 31, 2022

OHIO FARMERS INSURANCE COMPANY

BALANCE SHEET

12/31/22

(in thousands)

Assets	
Cash, cash equivalents, and short term investments	85,650
Bonds	474,956
Stocks	81,433
Subsidiaries	2,367,603
Real estate	173,330
Premiums receivable	143,552
Other assets	234,766
Total assets	<u>3,561,290</u>
Liabilities	
Reserve for unearned premiums	215,440
Reserve for unpaid losses and loss expenses	368,279
Reserve for taxes and other liabilities	183,088
Total liabilities	<u>766,807</u>
Surplus	
Surplus to policyholders	<u>2,794,483</u>
Total surplus	2,794,483
Total liabilities and surplus	<u>3,561,290</u>

State of Ohio

ss:

County of Medina

The undersigned, being duly sworn, says: That he is National Surety Leader - Surety Operations of Ohio Farmers Insurance Company, Westfield Center, Ohio; that said Company is a corporation duly organized, existing and engaged in business as a Surety Company by virtue of the Laws of the State of Ohio and authorized to do business in the State of and has duly complied with all the requirements of the laws of said State applicable to said Company and is duly qualified to act as Surety under such laws; that said Company has also complied with and is duly qualified to act as Surety under the Act of Congress approved July 1947, 6 U.S.C. sec. 6-13; and that to the best of his knowledge and belief the above statement is a full, true, and correct statement of the financial condition of the said Company on the 31st day of December, 2022.

Attest:

Frank Carrino

Frank A. Carrino
Group Legal Leader, Secretary

Gary W. Stumper

Gary W. Stumper
National Surety Leader
Senior Executive



Sworn to before me this 8th day of February A.D. 2023.

My Commission Does Not Expire
Sec. 147.03 Ohio Revised Code

David A. Kotnik

David A. Kotnik
Attorney at Law
Notary Public – State of Ohio



Office of Risk Assessment
50 West Town Street
Third Floor - Suite 300
Columbus, Ohio 43215
(614)644-2658
Fax(614)644-3256
www.insurance.ohio.gov

Ohio Department of Insurance

Mike DeWine - Governor

Judith French - Director

Certificate of Compliance



Issued 06/14/2023

Effective 04/02/2023

Expires 04/01/2024

I, Judith French, hereby certify that I am the Director of Insurance in the State of Ohio and have supervision of insurance business in said State and as such I hereby certify that

OHIO FARMERS INSURANCE COMPANY

of Ohio is duly organized under the laws of this State and is authorized to transact the business of insurance under the following section(s) of the Ohio Revised Code:

Section 3929.01 (A)

Accident & Health

Aircraft

Allied Lines

Boiler & Machinery

Burglary & Theft

Collectively Renewable A & H

Commercial Auto - Liability

Commercial Auto - No Fault

Commercial Auto - Physical Damage

Credit Accident & Health

Earthquake

Fidelity

Financial Guaranty

Fire

Glass

Group Accident & Health

Guaranteed Renewable A & H

Inland Marine

Medical Malpractice

Multiple Peril - Commercial

Multiple Peril - Farmowners

Multiple Peril - Homeowners

Noncancellable A & H

Nonrenew-Stated Reasons (A&H)

Ocean Marine

Other Accident only

Other Liability

Private Passenger Auto - Liability

Private Passenger Auto - No Fault

Private Passenger Auto - Physical Damage

Surety

Workers Compensation

OHIO FARMERS INSURANCE COMPANY certified in its annual statement to this Department as of December 31, 2022 that it has admitted assets in the amount of \$3,561,290,166, liabilities in the amount of \$766,806,929, and surplus of at least \$2,794,483,237.

IN WITNESS WHEREOF, I have hereunto subscribed my name and caused my seal to be affixed at Columbus, Ohio, this day and date.

Judith L. French

Judith French, Director



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

Resolution

Number 23-1682

Adopted Date December 12, 2023

ENTER INTO STREET AND APPURTENANCES (INCLUDING SIDEWALKS) SECURITY AGREEMENT WITH PRUS PROPERTIES, LLC FOR INSTALLATION OF CERTAIN IMPROVEMENTS IN THE VILLAGES OF CLASSICWAY SUBDIVISION, SECTION 9A SITUATED IN HAMILTON TOWNSHIP

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

SECURITY AGREEMENT


Bond Number	:	23-011 (P/S)
Development	:	The Villages of Classicway Subdivision, Section 9A
Developer	:	Prus Properties, LLC
Township	:	Hamilton
Amount	:	\$153,240.00
Surety Company	:	Ohio Farmers Insurance Company

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

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

Resolution adopted this 12th day of December 2023.

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.

23-011(P/S)

This Agreement made and concluded at Lebanon, Ohio, by and between Prus Properties, LLC. (1) (hereinafter the "Developer") and the Warren County Board of County Commissioners, (hereinafter the "County Commissioners"), and Ohio Farmers Insurance Company (2) (hereinafter the "Surety").

WITNESSETH:

WHEREAS, the Developer is required to install certain improvements in The Villages of Classicway Subdivision, Section/Phase 9A (3) (hereinafter the "Subdivision") situated in Hamilton (4) Township, Warren County, Ohio, in accordance with the Warren County Subdivision regulations (hereinafter called the "Improvements"); and,

WHEREAS, it is estimated that the total cost of the Improvements is \$766,200.00, and that the Improvements that have yet to be completed and approved may be constructed in the sum of \$83,600.00; 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 \$153,240.00 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 \$153,240.00 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:

Prus Properties LLC.

5325 Wooster Rd

Cincinnati, OH 45226

Ph. (513) 321 - 7774

D. To the Surety:

Ohio Farmers Insurance Company

One Park Circle

Westfield Center, OH 44251

Ph. (800) 243 - 0210

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.

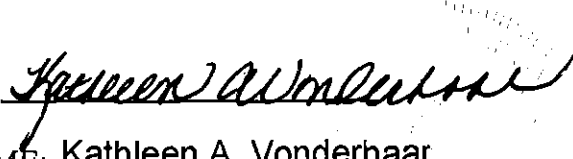
SIGNATURE: 
PRINTED NAME: Joseph Prus

TITLE: Managing Member

DATE: 11-07-2023

SURETY:

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

SIGNATURE: 
PRINTED NAME: Kathleen A. Vonderhaar


TITLE: Attorney-in-fact

DATE: 11-07-2023

[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 1608, dated December 12, 2023

**WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS**

SIGNATURE: 

PRINTED NAME: Shannon Jones

TITLE: President

DATE: 12-12-23

RECOMMENDED BY:

By: 
COUNTY ENGINEER

APPROVED AS TO FORM:

By: 
Ass't. 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

General
Power
of Attorney

CERTIFIED COPY

POWER NO. 3411882 01
Westfield Insurance Co.
Westfield National Insurance Co.
Ohio Farmers Insurance Co.
Westfield Center, Ohio

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint
KATHLEEN A. VONDERHAAR, PATRICK J. MORGAN, SUSAN M. RINDERLE, JOINTLY OR SEVERALLY

of CINCINNATI and State of OH its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship in any penal limit.

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact, may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be It Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their National Surety Leader and Senior Executive and their corporate seals to be hereto affixed this 01st day of MAY A.D., 2022.

Corporate
Seals
Affixed



WESTFIELD INSURANCE COMPANY
WESTFIELD NATIONAL INSURANCE COMPANY
OHIO FARMERS INSURANCE COMPANY

By:
Gary W. Stumper, National Surety Leader and Senior Executive

State of Ohio
County of Medina ss.:

On this 01st day of MAY A.D., 2022, before me personally came Gary W. Stumper to me known, who, being by me duly sworn, did depose and say, that he resides in Medina, OH; that he is National Surety Leader and Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial
Seal
Affixed



David A. Kotnik, Attorney at Law, Notary Public
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio
County of Medina ss.:

I, Frank A. Carrino, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 7th day of

November 2023



Frank A. Carrino, Secretary

Financial Statement

Ohio Farmers Insurance Co.

Westfield Center, Ohio 44251-5001

December 31, 2022

OHIO FARMERS INSURANCE COMPANY

BALANCE SHEET

12/31/22

(in thousands)

Assets	
Cash, cash equivalents, and short term investments	85,650
Bonds	474,956
Stocks	81,433
Subsidiaries	2,367,603
Real estate	173,330
Premiums receivable	143,552
Other assets	234,766
Total assets	<u>3,561,290</u>
 Liabilities	
Reserve for unearned premiums	215,440
Reserve for unpaid losses and loss expenses	368,279
Reserve for taxes and other liabilities	183,088
Total liabilities	<u>766,807</u>
 Surplus	
Surplus to policyholders	<u>2,794,483</u>
 Total surplus	 2,794,483
 Total liabilities and surplus	 <u>3,561,290</u>

State of Ohio

ss:

County of Medina

The undersigned, being duly sworn, says: That he is National Surety Leader - Surety Operations of Ohio Farmers Insurance Company, Westfield Center, Ohio; that said Company is a corporation duly organized, existing and engaged in business as a Surety Company by virtue of the Laws of the State of Ohio and authorized to do business in the State of and has duly complied with all the requirements of the laws of said State applicable to said Company and is duly qualified to act as Surety under such laws; that said Company has also complied with and is duly qualified to act as Surety under the Act of Congress approved July 1947, 6 U.S.C. sec. 6-13; and that to the best of his knowledge and belief the above statement is a full, true, and correct statement of the financial condition of the said Company on the 31st day of December, 2022.

Attest:

Frank Carrino

Frank A. Carrino
Group Legal Leader, Secretary

Gary W. Stumper

Gary W. Stumper
National Surety Leader
Senior Executive



Sworn to before me this 8th day of February A.D. 2023.

My Commission Does Not Expire
Sec. 147.03 Ohio Revised Code

David A. Kotnik

David A. Kotnik
Attorney at Law
Notary Public – State of Ohio



Office of Risk Assessment
50 West Town Street
Third Floor - Suite 300
Columbus, Ohio 43215
(614)644-2658
Fax(614)644-3256
www.insurance.ohio.gov

Ohio Department of Insurance

Mike DeWine - Governor

Judith French - Director

Certificate of Compliance



Issued 06/14/2023

Effective 04/02/2023

Expires 04/01/2024

I, Judith French, hereby certify that I am the Director of Insurance in the State of Ohio and have supervision of insurance business in said State and as such I hereby certify that

OHIO FARMERS INSURANCE COMPANY

of Ohio is duly organized under the laws of this State and is authorized to transact the business of insurance under the following section(s) of the Ohio Revised Code:

Section 3929.01 (A)

Accident & Health	Inland Marine
Aircraft	Medical Malpractice
Allied Lines	Multiple Peril - Commercial
Boiler & Machinery	Multiple Peril - Farmowners
Burglary & Theft	Multiple Peril - Homeowners
Collectively Renewable A & H	Noncancellable A & H
Commercial Auto - Liability	Nonrenew- Stated Reasons (A&H)
Commercial Auto - No Fault	Ocean Marine
Commercial Auto - Physical Damage	Other Accident only
Credit Accident & Health	Other Liability
Earthquake	Private Passenger Auto - Liability
Fidelity	Private Passenger Auto - No Fault
Financial Guaranty	Private Passenger Auto - Physical Damage
Fire	Surety
Glass	Workers Compensation
Group Accident & Health	
Guaranteed Renewable A & H	

OHIO FARMERS INSURANCE COMPANY certified in its annual statement to this Department as of December 31, 2022 that it has admitted assets in the amount of \$3,561,290,166, liabilities in the amount of \$766,806,929, and surplus of at least \$2,794,483,237.

IN WITNESS WHEREOF, I have hereunto subscribed my name and caused my seal to be affixed at Columbus, Ohio, this day and date.

Judith L. French

Judith French, Director



Resolution

Number 23-1683

Adopted Date December 12, 2023

APPROVE A SUBDIVISION PUBLIC IMPROVEMENT PERFORMANCE AND MAINTENANCE SECURITY RELEASE WITH COPPAGE CONSTRUCTION CO. INC. FOR THE C5 ENCORE LOGISTICS CENTER SITUATED IN TURTLECREEK TOWNSHIP

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

RELEASE

Bond Number	:	22-023 (W/S)
Development	:	C5 Encore Logistics Center
Developer	:	Coppage Construction Co. Inc.
Location	:	Turtlecreek Township
Amount	:	\$103,431.00
Surety Company	:	Westfield Insurance Company (Bond #228013X)

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

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

Resolution adopted this 12th day of December 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cgb

cc: Coppage Construction Co. Inc., 11966 Taylor Mill Rd, Independence, KY 41051
Westfield Insurance Company, One Park Circle, Westfield Center, Ohio 44251
Water/Sewer (file)
Bond Agreement file

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

Resolution

Number 23-1684

Adopted Date December 12, 2023

APPROVE VARIOUS RECORD PLATS

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

- The Villages of Classicway Section 9A Final Plat – Hamilton Township

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

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

Resolution adopted this 12th day of December 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Plat File
RPC

Resolution

Number 23-1685

Adopted Date December 12, 2023

ACCEPT AMENDED CERTIFICATE FOR FUNDS 2206, 2207, 2220, 2221, 2223, 2227, 2228, 2233, 2243, 2245, 2246, 2250, 2256, 2262, 2264, 2266, 2273, 2274, 2276, 2277, 2278, AND 2279

WHEREAS, the anticipated revenue for Fund 2206 Dog and Kennel fund has decreased by \$75,000.00; and

WHEREAS, the anticipated revenue for Fund 2207 Law Library fund has decreased by \$60,000.00; and

WHEREAS, the anticipated revenue for Fund 2220 CP Indigent Drvr Interlck/Monitg has decreased by \$1,546.90; and

WHEREAS, the anticipated revenue for Fund 2221 CC/MC Indigent Driver Interlock has decreased by \$3,836.15; and

WHEREAS, the anticipated revenue for Fund 2223 Probate/Juvenile Special Projects has decreased by \$3,761.78; and

WHEREAS, the anticipated revenue for Fund 2227 Probation Supervision 2951.021 has decreased by \$126,785.69; and

WHEREAS, the anticipated revenue for Fund 2228 Mental Health Grant fund decreased by \$3,722.91; and

WHEREAS, the anticipated revenue for Fund 2233 Domestic Shelter fund has decreased by \$3,908.00; and

WHEREAS, the anticipated revenue for Fund 2243 Juvenile Grants fund has decreased by \$75,050.00; and

WHEREAS, the anticipated revenue for Fund 2245 Crime Victim Grant fund has decreased by \$5,759.84; and

WHEREAS, the anticipated revenue for Fund 2246 Juvenile Indigent Driver Alcohol fund has decreased by \$330.20; and

WHEREAS, the anticipated revenue for Fund 2250 Cert of Title Admin fund has decreased by \$293,800.43; and

WHEREAS, the anticipated revenue for Fund 2256 Warren County Solid Waste Dist has decreased by \$2,986.01; and

WHEREAS, the anticipated revenue for Fund 2262 Community Corrections Monitoring has decreased by \$39,803.97; and

WHEREAS, the anticipated revenue for Fund 2264 Emergency Management Agency fund has decreased by \$42,752.00; and

RESOLUTION #23-1685
DECEMBER 12, 2023
PAGE 2

WHEREAS, the anticipated revenue for Fund 2266 Comm Dev-Ent Zone Monitor Fees has decreased by \$7,500.00; and

WHEREAS, the anticipated revenue for Fund 2273 Children Services has decreased by \$3,737,308.78; and

WHEREAS, the anticipated revenue for Fund 2274 County Court Computer 1907.261A fund has decreased by \$1,936.26; and

WHEREAS, the anticipated revenue for Fund 2276 Probate Computer 2101.162 has decreased by \$350.00; and

WHEREAS, the anticipated revenue for Fund 2277 Probate Clerk Computer 2101.162 has decreased by \$500.00; and

WHEREAS, the anticipated revenue for Fund 2278 Juvenile Clk Computer 2151.541 fund has decreased by \$1,666.70; and

WHEREAS, the anticipated revenue for Fund 2279 Juvenile Computer 2151.541 fund has decreased by \$490.84.

NOW THEREFORE BE IT RESOLVED, to accept the Amended Certificate for Funds 2206, 2207, 2220, 2221, 2223, 2227, 2228, 2233, 2243, 2245, 2246, 2250, 2256, 2262, 2264, 2266, 2273, 2274, 2276, 2277, 2278 and 2279.

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

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

Resolution adopted this 12th day of December 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor – B. Quillen _____
Amended Certificate file
Dog & Kennel (file)
Law Library (file)
Common Pleas (file)
Juvenile (file)
Prosecutor (file)
Solid Waste (file)
Emergency Services (file)

Economic Development (file)
Children Services (file)
Clerk of Courts (file)
County Court (file)

AMENDED OFFICIAL CERTIFICATE OF ESTIMATED RESOURCES

Rev. Code., Sec 5705.36

Office of Budget Commission, County of Warren, Lebanon, Ohio, December 6, 2023

To the TAXING AUTHORITY of Warren County Commissioners

The following is the amended certificate of estimated resources for the fiscal year beginning January 1st, 2023, as revised by the Budget Commission of said county, which shall govern the total of appropriations made at any time during such fiscal year.

FUND TYPE - Special Revenue	Jan. 1st, 2023	Taxes	Other Sources	Total
Dog and Kennel Fund 2206	\$714,529.22		\$355,500.00	\$1,070,029.22
Law Library Fund 2207	\$70,514.50		\$326,750.00	\$397,264.50
CP Indigent Drvr Interlk/Monitoring Fund 2220	\$10,721.61		\$1,453.10	\$12,174.71
CC/MC Indigent Driver Interlock Fund 2221	\$120,104.66		\$8,163.85	\$128,268.51
Probate/Juvenile Special Projects Fund 2223	\$314,515.19		\$33,238.22	\$347,753.41
Probation Supervision 2951.021 Fund 2227	\$733,337.49		\$261,714.31	\$995,051.80
Mental Health Grant Fund 2228	\$155,148.69		\$36,277.09	\$191,425.78
Domestic Shelter Fund 2233	\$23,838.00		\$40,189.00	\$64,027.00
Juvenile Grants Fund 2243	\$340,508.41		\$10,950.00	\$351,458.41
Crime Victim Grant Fund Fund 2245	\$15,854.10		\$46,338.16	\$62,192.26
Juvenile Indigent Driver Alcoh Fund 2246	\$21,014.05		\$669.80	\$21,683.85
Cert of Title Admin Fund 2250	\$3,288,241.06		\$2,376,899.57	\$5,665,140.63
Warren County Solid Waste Dist Fund 2256	\$1,136,334.56		\$128,013.99	\$1,264,348.55
Community Corrections Monitoring Fund 2262	\$786,066.94		\$337,196.03	\$1,123,262.97
Emergency Management Agency Fund 2264	\$257,131.77		\$328,137.00	\$585,268.77
Comm Dev-Ent Zone Monitor Fees Fund 2266	\$113,063.00		\$0.00	\$113,063.00
Childrens Services Fund 2273	\$11,809,941.04		\$5,210,138.22	\$17,020,079.26
County Court Computer Fund 2274	\$81,972.59		\$12,063.74	\$94,036.33
Probate Computer 2101.162 Fund 2276	\$99,085.63		\$7,050.00	\$106,135.63
Probate Clerk Computer 2101.162 Fund 2277	\$278,071.01		\$23,500.00	\$301,571.01
Juvenile Clk Computer 2151.541 Fund 2278	\$45,711.91		\$12,333.30	\$58,045.21
Juvenile Computer 2151.541 Fund 2279	\$47,158.64		\$3,709.16	\$50,867.80
TOTAL	\$20,462,864.07	\$0.00	\$9,560,284.54	\$30,023,148.61

- Amend 23 16
- 2206 (75,000.00)
- 2207 (60,000.00)
- 2220 (1,546.90)
- 2221 (3,836.15)
- 2223 (3,761.78)
- 2227 (126,785.69)
- 2228 (3,722.91)
- 2233 (3,908.00)
- 2243 (75,050.00)
- 2245 (5,759.84)
- 2246 (330.20)
- 2250 (293,800.43)
- 2256 (2,986.01)
- 2262 (39,803.97)
- 2264 (42,752.00)
- 2266 (7,500.00)
- 2273 (3,737,308.78)
- 2274 (1,936.26)
- 2276 (350.00)
- 2277 (500.00)
- 2278 (1,666.70)
- 2279 (490.84)

Matt Nolan

Budget
Commission

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

Resolution

Number 23-1686

Adopted Date December 12, 2023

ACCEPT AN AMENDED CERTIFICATE AND APPROVE SUPPLEMENTAL
APPROPRIATION INTO LODGING TAX FUND #2232

BE IT RESOLVED, to accept an amended certificate and approve a supplemental appropriation
for the Lodging Tax for distributions to Warren County Convention and Visitors Bureau and
Warren Co Port Authority:

\$ 250,000.00 into #22321110-5750 (Lodging Tax – Distribution of Funds)

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

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

Resolution adopted this 12th day of December 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Amended Certificate file
Supplemental App. file
OMB (file)

AMENDED OFFICIAL CERTIFICATE OF ESTIMATED RESOURCES

Rev. Code , Sec 5705.36

Office of Budget Commission, County of Warren, Lebanon, Ohio, December 7, 2023

To the TAXING AUTHORITY of Warren County Commissioners

The following is the amended certificate of estimated resources for the fiscal year beginning January 1st, 2023, as revised by the Budget Commission of said county, which shall govern the total of appropriations made at any time during such fiscal year.

FUND TYPE -Special Revenue	Jan. 1st, 2023	Taxes	Other Sources	Total
County Lodgings Tax	\$180,076.48		\$3,375,000.00	\$3,555,076.48
Fund 2232				
TOTAL	\$180,076.48	\$0.00	\$3,375,000.00	\$3,555,076.48

_____)
 _____)
Matt Nolan)
 _____) Budget
 _____) Commission
 _____)

AMEND 23 18
Fund 2232 40410 +75,000.00

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

Resolution

Number 23-1687

Adopted Date December 12, 2023

APPROVE OPERATING TRANSFERS FROM WATER 5510 (SURPLUS) INTO 5583 WATER REVENUE PROJECTS FUND

WHEREAS, it has previously been determined that all projects in Fund 5583 are going to be financed fully or partially through Water Revenue Funds (surplus); and

WHEREAS, a portion of those funds are necessary to pay current and anticipated obligations within Fund 5583; and

NOW THEREFORE BE IT RESOLVED, to approve the following Operating Transfers:


\$846,115.43	from	#E-55103219-AAEXPENSE-55103219-5997	(Operational Transfers)
	into	#F-55833214-AAREVENUE-5583-49000	(Kings Mills Infrastructure Project)
\$1,000,000.00	from	#E-55103219-AAEXPENSE-55103219-5997	(Operational Transfers)
	into	#F-55833218-AAREVENUE-5583-49000	(Socialville Main Transmission Project)
\$3,170,906.35	from	#E-55103219-AAEXPENSE-55103219-5997	(Operational Transfers)
	into	#F-55833224-AAREVENUE-5583-49000	(Hopkinsville Watermain Imp Project)
\$1,432.27	from	#E-55103219-AAEXPENSE-55103219-5997	(Operational Transfers)
	into	#F-55833225-AAREVENUE-5583-49000	(Kings Ave Bridge Water Main Project)
\$238,900.00	from	#E-55103219-AAEXPENSE-55103219-5997	(Operational Transfers)
	into	#F-55833229-AAREVENUE-5583-49000	(Kings Ave. Roundabout Project-TID)
\$106,390.00	from	#E-55103219-AAEXPENSE-55103219-5997	(Operational Transfers)
	into	#F-55833234-AAREVENUE-5583-49000	(Pekin Rd at SR 123 WM Project)

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

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

Resolution adopted this 12th day of December 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

mbz

cc: Auditor
Operational Transfer file
Water/Sewer (File)

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

Resolution

Number 23-1688

Adopted Date December 12, 2023

APPROVE OPERATING TRANSFERS FROM SEWER 5580 (SURPLUS) INTO 5575 SEWER REVENUE PROJECTS

WHEREAS, it has previously been determined that the projects in Fund 5575 are going to be financed fully or partially through sewer revenue funds (surplus); and

WHEREAS, a portion of those funds are necessary to pay current and anticipated obligations within Fund 5575; and

NOW THEREFORE BE IT RESOLVED, to approve the following Operating Transfers:

\$1,467,000.00	from	#E-55803319-AAEXPENSE-55803319-5997	(Operational Transfers)
	into	#F-55753377 -AAREVENUE-5575-49000	(Hunter Sewer Systems Improvements)
\$200,000.00	from	#E-55803319-AAEXPENSE-55803319-5997	(Operational Transfers)
	into	#F-55753384 -AAREVENUE-5575-49000	(Waynesville Sanitary Systems Impr)
\$4,126,936.12	from	#E-55803319-AAEXPENSE-55803319-5997	(Operational Transfers)
	into	#F-55753386 -AAREVENUE-5575-49000	(Sycamore Trails WWTP Upgrades)
\$1,432.28	from	#E-55803319-AAEXPENSE-55803319-5997	(Operational Transfers)
	into	#F-55753396 -AAREVENUE-5575-49000	(Kings Ave Bridge-Sewer Lateral Proj)
\$1,275.00	from	#E-55803319-AAEXPENSE-55803319-5997	(Operational Transfers)
	into	#F-55753398 -AAREVENUE-5575-49000	(SR73/Corwin Forcemain Relocate Proj)

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

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

Resolution adopted this 12th day of December 2023.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

mbz

cc: Auditor
Operational Transfer file
Water/Sewer (File)

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

Resolution

Number 23-1689

Adopted Date December 12, 2023

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

WHEREAS, the Department of Human Services has requested that the fifth and sixth monthly disbursement of their mandated share for SFY 2023-2024 be transferred into the Human Services Public Assistance Fund #2203; and

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

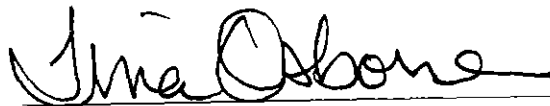
\$34,334.00	from	#11011112-5742	(Commissioners Grants – Public Assistance)
	into	#2203-49000	(Human Services – Public Assistance)

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

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

Resolution adopted this 12th day of December 2023.

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 23-1690

Adopted Date December 12, 2023

APPROVE OPERATIONAL TRANSFER FROM COUNTY COMMISSIONERS' FUND #11011112 INTO MARY HAVEN YOUTH TREATMENT CENTER FUND #2270

WHEREAS, the Mary Haven Youth Center has requested that a supplemental appropriation of their 2023 operating contribution be transferred from the County Commissioners Fund #1101 into the Mary Haven Youth Treatment Center Fund #2270; and

NOW THEREFORE BE IT RESOLVED, to approve the following operational transfer from County Commissioners Fund #1101 into Mary Haven Youth Treatment Center Fund #2270:

\$109,528.00 from #11011112-5744 (GENL BOCC OT Mary Haven Home)
into #2270-49000 (Distributions & Transfers)

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

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

Resolution adopted this 12th day of December 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Probate/Juvenile (file)
Operational Transfer file
OMB

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

Resolution

Number 23-1691

Adopted Date December 12, 2023

APPROVE SUPPLEMENTAL APPROPRIATION INTO COMMISSIONERS FUND
#11011111

BE IT RESOLVED, to approve the following supplemental appropriation to cover Humane Association Spay/Neuter Program Contribution:


\$ 8,956.00 into #11011111-5783 (General – BOCC Grant Humane Society)

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

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

Resolution adopted this 12th day of December 2023.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor
Supplemental Appropriation file
OMB – S. Spencer

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

Resolution

Number 23-1692

Adopted Date December 12, 2023

APPROVE SUPPLEMENTAL APPROPRIATION INTO COMMISSIONERS FUND
#11011112

BE IT RESOLVED, to approve the following supplemental appropriation to Mary Haven Home:


\$ 109,528.00 into #11011112-5744 (General – BOCC OT Mary Haven Home)

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

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

Resolution adopted this 12th day of December 2023.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor
Supplemental Appropriation file
OMB – S. Spencer

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

Resolution

Number 23-1693

Adopted Date December 12, 2023

APPROVE SUPPLEMENTAL APPROPRIATION INTO COMMISSIONERS GENERAL
FUND #11011271

BE IT RESOLVED, to approve the following supplemental appropriation:

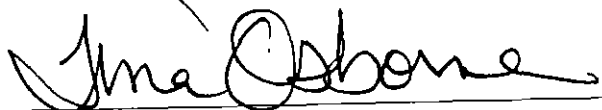
\$ 5,000.00 into #11011271-5415 (General – Franklin Attorney-Indigent)

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

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

Resolution adopted this 12th day of December 2023.

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 23-1694

Adopted Date December 12, 2023

APPROVE SUPPLEMENTAL APPROPRIATION INTO COUNTY COURT FUND 2221

BE IT RESOLVED, to approve the following supplemental appropriation:

\$ 10,500.00 into 22211280-5317 (Non-Capital Purchases)

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

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

Resolution adopted this 12th day of December 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Supplemental App. file
County Court (file)

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

Resolution

Number 23-1695

Adopted Date December 12, 2023

APPROVE SUPPLEMENTAL APPROPRIATION INTO AIRPORT FUND #4479

BE IT RESOLVED, to approve the following supplemental appropriation:


\$ 15,000.00 into #44793850-5317 (Airport – Non Capital Purchases)

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

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

Resolution adopted this 12th day of December 2023.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor
Supplemental Appropriation file
Airport (file)
OMB – S. Spencer

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

Resolution

Number 23-1696

Adopted Date December 12, 2023

APPROVE APPROPRIATION DECREASE WITHIN HUMAN SERVICES FUND 2203

BE IT RESOLVED, to approve the following appropriation adjustment within Human Services fund 2203:

\$ 25,000.00 from 22035310-5400 (Purchased Services)

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

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

Resolution adopted this 12th day of December 2023.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor
Appropriation Decrease file
Human Services (file)

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

Resolution

Number 23-1697

Adopted Date December 12, 2023

APPROVE APPROPRIATION DECREASES WITHIN THE OHIOMEANSJOBS WARREN COUNTY FUND #2254

BE IT RESOLVED, to approve appropriation decreases within the OhioMeansJobs Warren County Fund #2254:

\$ 10,000.00	from	22545800-5102	(Regular Salaries)
\$ 6,000.00	from	22545800-5114	(Overtime Pay)
\$ 6,000.00	from	22545800-5210	(Material & Supplies)
\$ 7,000.00	from	22545800-5318	(Data BD Approv Non Cap)
\$ 5,000.00	from	22545800-5320	(Capital Purchases)
\$ 5,000.00	from	22545800-5321	(DT BD Apr Cap BOCC)
\$ 40,000.00	from	22545800-5400	(Purchased Services)
\$ 10,000.00	from	22545800-5421	(Rent or Lease)
\$ 10,000.00	from	22545800-5651	(Support Adults)
\$ 23,000.00	from	22545800-5663	(Classroom Training – Adult)
\$ 3,000.00	from	22545800-5850	(Training & Education)
\$ 8,000.00	from	22545800-5881	(Sick Leave Payout)
\$ 8,000.00	from	22545800-5882	(Vacation Leave Payout)
\$ 27,000.00	from	22545800-5910	(Other Expense)
\$ 2,000.00	from	22545800-5940	(Travel)

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

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

Resolution adopted this 12th day of December 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Appropriation Decrease file
OhioMeansJobs (file)

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

Resolution

Number 23-1698

Adopted Date December 12, 2023

APPROVE APPROPRIATION DECREASES WITHIN THE OHIOMEANSJOBS WARREN COUNTY FUND #2258

BE IT RESOLVED, to approve appropriation decreases within the OhioMeansJobs Warren County Fund # 2258:

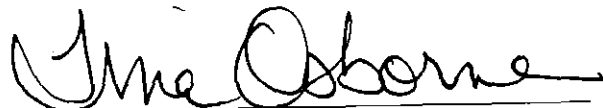
\$ 25,000.00	from	22585800-5102	(Regular Salaries)
\$ 8,000.00	from	22585800-5210	(Material & Supplies)
\$ 4,000.00	from	22585800-5317	(Non Capital Purchase)
\$ 5,000.00	from	22585800-5318	(Data BD Approv Non Cap)
\$ 5,000.00	from	22585800-5320	(Capital Purchases)
\$ 5,000.00	from	22585800-5321	(DT BD Apr Cap BOCC)
\$ 15,000.00	from	22585800-5400	(Purchased Services)
\$ 5,000.00	from	22585800-5421	(Rent or Lease)
\$ 5,000.00	from	22585800-5651	(Support Adults)
\$ 5,000.00	from	22585800-5811	(PERS)
\$ 6,000.00	from	22585800-5850	(Training & Education)
\$ 2,000.00	from	22585800-5881	(Sick Leave Payout)
\$ 5,000.00	from	22585800-5882	(Vacation Leave Payout)
\$ 7,000.00	from	22585800-5910	(Other Expense)
\$ 3,000.00	from	22585800-5911	(Non Taxable Meal Fringe)
\$ 3,000.00	from	22585800-5940	(Travel)

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

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

Resolution adopted this 12th day of December 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Appropriation Decrease file
OhioMeansJobs (file)

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

Resolution

Number 23-1699

Adopted Date December 12, 2023

APPROVE APPROPRIATION DECREASE IN COMMUNITY DEVELOPMENT FUND #2265

WHEREAS, the Auditor's Office is completing an Amended Certificate of Receipts for Fund #2265 for funds that were anticipated, but not received in calendar year 2023; and

WHEREAS, the appropriation for Fund #2265 must be reduced in the amount below; and

BE IT RESOLVED, it is necessary to approve the following appropriation decrease:

\$ 537,197.00 from #22653420-5317 (Community Development – Non-Capital Purchase)

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

Mr. Young – absent

Mrs. Jones – yea

Mr. Grossmann – yea

Resolution adopted this 12th day of December 2023.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

/sm

cc: Auditor
Appropriation Decrease file
OGA (file)

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

Resolution

Number 23-1700

Adopted Date December 12, 2023

APPROVE APPROPRIATION DECREASE WITHIN SHERIFF'S OFFICE FUND 2267

BE IT RESOLVED, to approve the following appropriation decrease:

\$1,750.00 from 22672200-5320 (Capital Purchases)

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

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

Resolution adopted this 12th day of December 2023.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor
Appropriation Dec. file
Sheriff (file)

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

Resolution

Number 23-1701

Adopted Date December 12, 2023

APPROVE APPROPRIATION DECREASE WITHIN SHERIFF'S OFFICE FUND 2294

BE IT RESOLVED, to approve the following appropriation decrease:


\$531.23 from 22942200-5155 (Personal Services Reimbursement)

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

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

Resolution adopted this 12th day of December 2023.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor
Appropriation Dec. file
Sheriff (file)

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

Resolution

Number 23-1702

Adopted Date December 12, 2023

APPROVE APPROPRIATION DECREASES WITHIN SHERIFF'S OFFICE FUND 6630

BE IT RESOLVED, to approve the following appropriation decreases:

\$89,465.95	from	66302251-5102	(Regular Salaries)
\$47,092.05	from	66302251-5830	(Workers Compensation)
\$ 5,668.48	from	66302252-5114	(Overtime Pay)
\$ 1,195.36	from	66302252-5811	(PERS)
\$ 91.84	from	66302252-5871	(Medicare)
\$17,474.41	from	66302262-5820	(Health & Life Insurance)

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

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

Resolution adopted this 12th day of December 2023.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor
Appropriation Dec. file
Sheriff (file)

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

Resolution

Number 23-1703

Adopted Date December 12, 2023

APPROVE APPROPRIATION DECREASE WITHIN WARREN COUNTY GARAGE FUND
#6619

BE IT RESOLVED, to approve the following appropriation decrease:

\$29,000.00 from #66191110-5210 (Material & Supplies)

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

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

Resolution adopted this 12th day of December 2023.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor
Appropriation Adj. file
Garage (file)

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

Resolution

Number 23-1704

Adopted Date December 12, 2023

APPROVE APPROPRIATION ADJUSTMENT WITHIN THE INFORMATION
TECHNOLOGY DEPARTMENT FUND #11011400

BE IT RESOLVED, to approve the following appropriation adjustment:


\$60,000.00	from	#11011400-5102	(IT Regular Salaries)
	Into	#11011400-5371	(Software - Data Board Approved)

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

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

Resolution adopted this 12th day of December 2023.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor
Appropriation Adj. file
Information Technology (file)

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

Resolution

Number 23-1705

Adopted Date December 12, 2023

APPROVE APPROPRIATION ADJUSTMENT WITHIN THE INFORMATION
TECHNOLOGY DEPARTMENT FUND #11011400

BE IT RESOLVED, to approve the following appropriation adjustment:

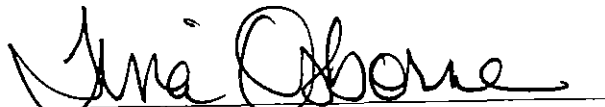
\$20,000.00	from	#11011400-5320	(IT Capital Purchase)
	Into	#11011400-5321	(Dt Bd Apr Cap BOCC)

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

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

Resolution adopted this 12th day of December 2023.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor
Appropriation Adj. file
Information Technology (file)

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

Resolution

Number 23-1706

Adopted Date December 12, 2023

APPROVE APPROPRIATION ADJUSTMENT WITHIN THE INFORMATION
TECHNOLOGY DEPARTMENT FUND #11011400

BE IT RESOLVED, to approve the following appropriation adjustment:

\$40,000.00	from	#11011400-5318	(Data Bd Approv Non Cap)
	Into	#11011400-5321	(Dt Bd Apr Cap BOCC)

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

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

Resolution adopted this 12th day of December 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Appropriation Adj. file
Information Technology (file)

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

Resolution

Number 23-1707

Adopted Date December 12, 2023

APPROVE APPROPRIATION ADJUSTMENT WITHIN THE INFORMATION
TECHNOLOGY DEPARTMENT FUND #11011400

BE IT RESOLVED, to approve the following appropriation adjustment:

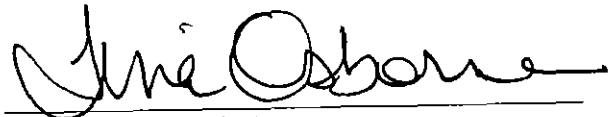
\$35,000.00 from #11011400-5317 (IT Non Capital Purchase)
Into #11011400-5370 (Software Non Data Board)

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

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

Resolution adopted this 12th day of December 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Appropriation Adj. file
Information Technology (file)

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

Resolution

Number 23-1708

Adopted Date December 12, 2023

APPROVE APPROPRIATION ADJUSTMENT WITHIN FACILITIES MANAGEMENT
#11011600

BE IT RESOLVED, to approve the following appropriation adjustment:

\$500.00	from	#11011600-5114	(Overtime Pay)
	into	#11011600-5820	(Health & Life Insurance)

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

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

Resolution adopted this 12th day of December 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

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

Resolution

Number 23-1709

Adopted Date December 12, 2023

APPROVE APPROPRIATION ADJUSTMENTS FROM SHERIFF'S OFFICE FUND
11012210 INTO 11012200

BE IT RESOLVED, to approve the following appropriation adjustments:

\$5,000.00	from	11012210-5850	(SHRF DET Training/Education)
	into	11012200-5850	(Sheriff-Training/Education)

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

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

Resolution adopted this 12th day of December 2023.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor
Appropriation Adj. file
Sheriff (file)

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

Resolution

Number 23-1710

Adopted Date December 12, 2023

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

BE IT RESOLVED, to approve the following appropriation adjustment:

\$17,000.00 from #11012300-5820 (Health & Life Insurance)
into #11012300-5102 (Regular Salaries)


\$1,900.00 from #11012300-5820 (Health & Life Insurance)
into #11012300-5811 (PERS)

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

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

Resolution adopted this 12th day of December 2023.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

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

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

Resolution

Number 23-1711

Adopted Date December 12, 2023

APPROVE APPROPRIATION ADJUSTMENTS WITHIN JUVENILE DETENTION FUND
#11012600

BE IT RESOLVED, to approve the following appropriation adjustments within Juvenile
Detention fund #11012600:

\$2,000.00	from	11012600-5820	(Juv Det Health & Life Insurance)
\$1,500.00	into	11012600-5811	(Juv Det PERS)
\$ 500.00	into	11012600-5871	(Juv Det Medicare)

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

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

Resolution adopted this 12th day of December 2023.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor
Appropriation Adj. file
Juvenile (file)

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

Resolution

Number 23-1712

Adopted Date December 12, 2023

APPROVE APPROPRIATION ADJUSTMENTS WITHIN TELECOMMUNICATIONS
DEPARTMENT FUND #11012810


BE IT RESOLVED, to approve the following appropriation adjustments:

\$20,000.00	from	#11012810-5430	(Utilities)
	into	#11012810-5102	(Regular Salaries)
\$20,000.00	from	#11012810-5830	(Workers Compensation)
	into	#11012810-5102	(Regular Salaries)

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

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

Resolution adopted this 12th day of December 2023.

BOARD OF COUNTY COMMISSIONERS

Tina Osborne, Clerk

cc: Auditor
Appropriation Adj. file
Telecom (file)

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

Resolution

Number 23-1713

Adopted Date December 12, 2023

APPROVE APPROPRIATION ADJUSTMENT WITHIN ENGINEER'S OFFICE FUND #2202

BE IT RESOLVED, to approve the following appropriation adjustment:

\$30,000.00 from #22023120-5400 (Purchased Services)
into #22023130-5400 (Purchased Services)

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

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

Resolution adopted this 12th day of December 2023.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor
Appropriation Adj. file
Engineer (file)

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

Resolution

Number 23-1714

Adopted Date December 12, 2023

APPROVE APPROPRIATION ADJUSTMENT WITHIN THE OHIO MEANS JOBS WARREN COUNTY FUND #2254

BE IT RESOLVED, to approve appropriation adjustments within the OhioMeansJobs Warren County Fund # 2254.

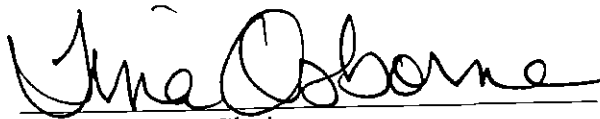
\$20,000.00	from	22545800-5421	(Rent or Lease)
\$10,000.00	from	22545800-5321	(Data BD Apr Cap BOCC)
\$ 3,000.00	from	22545800-5318	(Data BD Approv Non-Cap)
\$10,000.00	into	22545800-5102	(Regular Salaries)
\$10,000.00	into	22545800-5811	(PERS)
\$13,000.00	into	22545800-5820	(Health & Life Insurance)

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

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

Resolution adopted this 12th day of December 2023.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor
Appropriation Adj. file
OhioMeansJobs (file)

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

Resolution

Number 23-1715

Adopted Date December 12, 2023

APPROVE APPROPRIATION ADJUSTMENT WITHIN CHILDREN SERVICES FUND
#2273

BE IT RESOLVED, to approve the following appropriation adjustment:

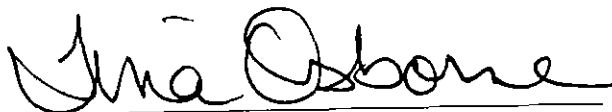
\$500.00	from	#22735100-5850	(Training/Education)
	into	#22735100-5911	(Non-Taxable Meal Fringe)

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

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

Resolution adopted this 12th day of December 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

jc/

cc: Auditor
Appropriation Adj. file
Children Services (file)

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

Resolution

Number 23-1716

Adopted Date December 12, 2023

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.

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

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

Resolution adopted this 12th day of December 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/tao

cc:

Commissioners' file

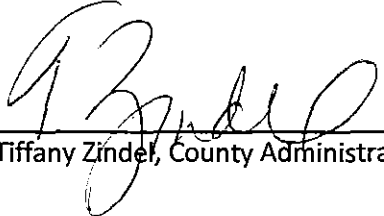
REQUISITIONS

Department	Vendor Name	Description	Amount
ENG	WILLIAM E SMITH	ENG. LOWER SPRINGBORO DRILLED	\$ 131,897.00 *bid project
ENG	FORD DEVELOPMENT CORPORATION	ENG. MASON MORROW MILLGROVE (P	\$ 539,090.08 *bid project
WAT	KT HOLDEN CONSTRUCTION LLC	WAT SOCIALVILLE TRANSMISSION	\$ 2,685,311.70 *bid project
TEL	LOCUS DIAGNOSTICS LLC	TEL LOCUS DIAGNOSTICS, LLC REP	\$ 115,332.50 *state contract
TEL	SDS WEATHER LLC	TEL SDS WEATHER REPLACING EMA	\$ 47,694.00 *state contract
TEL	MOBILCOMM INC	TEL MOBILCOMM EMERGENCY REPAIR	\$ 1,500.00 *emergency repair
GRA	VALLEY TRANSPORT- ANIRUDH ABHIMANYU MOHAN	2024 OPERATION OF TRANSIT	\$ 1,200,000.00 *bid project
WAT	BRENNTAG MID SOUTH	WAT 2024 WATER TREATMENT CHEMIC,	\$ 135,000.00 *bid project

PO CHANGE ORDERS

Department	Vendor Name	Description	Amount
ENG	LJB INC	ENG STEPHENS ROAD BRIDGE	\$ 4,661.56 *decrease

12/12/2023 APPROVED:



Tiffany Zindel, County Administrator

Resolution

Number 23-1717

Adopted Date December 12, 2023

APPROVE AND ENTER INTO A SETTLEMENT AGREEMENT & RELEASE WITH W.O. BRISBEN FOR THE FINAL REIMBERSEMENT RELATED TO THE CONSTRUCTION OF THE VILLAGE ON THE GREEN PUMP STATION AND FORCE MAIN

WHEREAS, a 158.572-acre tract was developed as Village on the Green Subdivision by Village on the Green, Ltd., an Ohio limited liability company, in which W.O. Brisben was the managing member; and,

WHEREAS, W.O. Brisben constructed a pump station and force main (“Improvements”) in order to serve the Village on the Green Subdivision (“Participating Properties”); and,

WHEREAS, at the request of BOCC, W.O. Brisben, at this cost, oversized the improvements in order that the pump station and force main could serve other lands not owned by W.O. Brisben or companies (“Non-Participating Properties”), subject to a reimbursement agreement with a definite term as authorized by R.C. 307.73; and,

WHEREAS, BOCC adopted Resolution # 00-51 to reimburse W.O. Brisben Corporation, Inc. a certain Reimbursement Charge for Non-Participating Properties connecting to the Improvements during the period of Jan. 11, 2000 to Jan. 10, 2010 (“Initial Reimbursement Period”); and,

WHEREAS, Resolution #00-51 was amended as follows:

- by Resolution #01-1832 that modified the Reimbursement Charge and amended the period of reimbursement from Oct. 30, 2001 to Oct. 29, 2011 (“First Extended Reimbursement Period”);
- by Resolution #06-1407 that correctly named W.O. Brisben, individually, as the party to be reimbursed, and amended the Reimbursement Charge, the Non-Participating Properties, and the period of reimbursement from Aug. 17, 2006 to Aug. 16, 2013 (“Second Extended Reimbursement Period”);
- by Resolution #13-1198 that extended the Second Extended Reimbursement Period an additional sixty (60) days (the “Third Extended Reimbursement Period”);
- by Resolution #15-2184 thereby extending the Third Extended Reimbursement Period for an additional ten years from October 13, 2023 until October 12, 2023 (the “Fourth Extended Reimbursement Period”); and,

WHEREAS, prior to the expiration of the Fourth Extended Reimbursement Period, W.O. Brisben, through legal counsel, requested another extension due to the COVID-19 impact on the building industry; and,

RESOLUTION #23-1717
DECEMBER 12, 2023
PAGE 2

WHEREAS, the County Sanitary Engineer/Director of the County Water and Sewer Department conducted an audit and determined the balance owed to W.O. Brisben for his outstanding costs to oversize the Improvements (excluding the costs relating to the Participating Properties) as of October 12, 2023 is \$13,205.69, and recommended that bringing finality to this matter is in the best interest of both parties; and,

WHEREAS, W.O. Brisben, through legal counsel, stipulated on the record during a public work session during BOCC's regularly scheduled meeting on November 7, 2023, that BOCC paying the sum of \$13,205.69 to W. O. Brisben would be a fair, equitable and acceptable resolution of this matter and that he would recommend the same to his client; and,

WHEREAS, both parties now desire to fully and completely settle any and all claims or matters with finality relating to the foregoing.

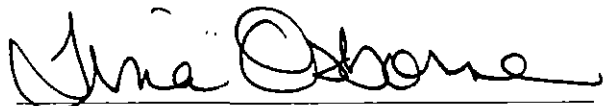
NOW THEREFORE BE IT RESOLVED, that this Board authorizes, approves, and causes the attached copy of the Settlement and Release to be executed by its President or Vice-President.

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

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

Resolution adopted this 12th day of December 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc:

c/a—W.O. Brisben
Water/Sewer (file)
Auditor _____
Project File
Petitioner

SETTLEMENT AGREEMENT & RELEASE

That **W.O. Brisben** and the **Board of Commissioners of Warren County, Ohio**, an Ohio county and political subdivision (“BOCC”), for mutual consideration, the receipt and sufficiency of which are hereby stipulated, execute this Settlement Agreement and Release (“Settlement and Release”), the facts, terms and obligations of which are recited hereinafter.

RECITALS

WHEREAS, a 158.572 acre tract was developed as Village on the Green Subdivision by Village on the Green, Ltd., an Ohio limited liability company, in which W.O. Brisben was the managing member; and,

WHEREAS, W.O. Brisben constructed a pump station and force main (“Improvements”) in order to serve the Village on the Green Subdivision (“Participating Properties”); and,

WHEREAS, at the request of BOCC, W.O. Brisben, at his cost, oversized the improvements in order that the pump station and force main could serve other lands not owned by W.O. Brisben or related companies (“Non-Participating Properties”), subject to a reimbursement agreement with a definite term as authorized by R.C. 307.73; and,

WHEREAS, BOCC adopted Resolution # 00-51 to reimburse W.O. Brisben Corporation, Inc. a certain Reimbursement Charge for Non-Participating Properties connecting to the Improvements during the period of Jan. 11, 2000 to Jan. 10, 2010 (“Initial Reimbursement Period”); and,

WHEREAS, Resolution # 00-51 was amended as follows¹:

- by Resolution # 01-1832 that modified the Reimbursement Charge and amended the period of reimbursement from Oct. 30, 2001 to Oct. 29, 2011 (“First Extended Reimbursement Period”);
- by Resolution # 06-1407 that correctly named W.O. Brisben, individually, as the party to be reimbursed, and amended the Reimbursement Charge, the Non-Participating Properties, and the period of reimbursement from Aug. 17, 2006 to Aug. 16, 2013 (“Second Extended Reimbursement Period”);
- by Resolution 13-1198 that extended the Second Extended Reimbursement Period an additional sixty (60) days (the “Third Extended Reimbursement Period”);
- by Resolution 15-2184 thereby extending the Third Extended Reimbursement Period for an additional ten years from October 13, 2023 until October 12, 2023 (the “Fourth Extended Reimbursement Period”); and,

¹ A more detailed recitation of the legislative history is stated in the whereas clauses of BOCC Res. 15-2184 which are incorporated by reference herein.

WHEREAS, prior to the expiration of the Fourth Extended Reimbursement Period, W.O. Brisben, through legal counsel, requested another extension due to the COVID-19 impact on the building industry; and,

WHEREAS, the County Sanitary Engineer/Director of the County Water and Sewer Department conducted an audit and determined the balance owed to W.O. Brisben for his outstanding costs to oversize the Improvements (excluding the costs relating to the Participating Properties) as of October 12, 2023 is \$13,205.69, and recommended that bringing finality to this matter is in the best interest of both parties; and,

WHEREAS, W.O. Brisben, through legal counsel, stipulated on the record during a public work session during BOCC's regularly scheduled meeting on November 7, 2023, that BOCC paying the sum of \$13,205.69 to W. O. Brisben would be a fair, equitable and acceptable resolution of this matter and that he would recommend the same to his client; and,

WHEREAS, both parties now desire to fully and completely settle any and all claims or matters with finality relating to the foregoing.

NOW, THEREFORE, the parties, in consideration of the mutual acceptances, covenants and releases, as set forth herein, hereby agree as follows:

- A. W.O. Brisben, on his own behalf and on behalf of any other corporation, company, partnership, agent, person, insurer or entity claiming by, through, or under him, does hereby irrevocably agree, covenant and warrant:
- (i) that he is mentally competent and has the requisite capacity to execute this Settlement and Release on his own behalf, and shall execute and deliver fully and properly executed duplicates to BOCC; and,
 - (ii) the sum of \$13,205.69 is a true and accurate balance owed by BOCC to him in this matter, and to accept said sum under the terms and conditions herein; and,
 - (iii) that the above recital contained in the above whereas clauses are factually accurate and he does hereby stipulate to the same for purposes of: i) establishing the terms of this Settlement and Release have been jointly drafted by legal counsel for each party hereto; ii) establishing the terms of this Settlement and Release are NOT ambiguous and parol evidence shall NOT be admissible for interpretation of the same; iii) inducing BOCC to execute this Settlement and Release; and, iv) waiving any claim he has NOT received full and complete reimbursement for Reimbursement Charges due him based on any Non-Participating Properties connecting to the Improvements from January 11, 2000 through the date of this Settlement and Release.
 - (iv) to forever release, discharge and hold harmless the BOCC (including Warren County) and their officials, employees, contractors, subcontractors, agents and insurers, individually and in their official capacity, from any and all obligations,

liability, actions, claims, demands, debts, damages and causes of action or suits of whatever kind, whether known, unknown or unanticipated, arising out of, relating to, or in any way connected with any and all matters arising out of any aforementioned matters from January 11, 2000 to the date of execution of this Settlement and Release; and,

- (v) that he will not institute, prosecute, or in any way aid as a principal in the institution or prosecution of any claim or action at law or in equity against the BOCC (including Warren County) or their officials, employees, contractors, subcontractors, agents and insurers, individually or in their official capacity, for monies owed or expected, compensatory and/or punitive damages, costs or fees, personal or business losses, or loss of revenue of any kind whatsoever, past or present, that he or any third party heretofore had or now has whether known or unknown, arising out of, relating to, or in any way connected with any and all matters arising out of any aforementioned matters from January 11, 2000 to the date of execution of this Settlement and Release; and,
 - (vi) that he has not assigned or caused to be assigned or transferred, contractually or otherwise, in any way to any other person, insurer or entity any of the claims, in connection with the matters set forth herein, that he might have had or now has against BOCC (including Warren County) or its officials, employees, contractors, subcontractors, agents and insurers, individually or in their official capacity.
- B. BOCC, on its behalf and on behalf of any other person, insurer or entity claiming by, through, or under it, and does hereby agree, covenant and warrant:
- (i) to promptly disburse and deliver the sum of \$13,205.69 for Non-Participant Charges collected to date and not disbursed, payable to W.O. Brisben, individually, upon execution of this Settlement Agreement; and,
 - (ii) that it has authorized by Board Resolution the undersigned representative to execute this Settlement and Release on its behalf, and it shall deliver fully and properly executed copy to W.O. Brisben; and,
 - (iii) that the above recital contained in the above whereas clauses are factually accurate and it does hereby stipulate to the same for purposes of: i) establishing the terms of this Settlement and Release have been jointly drafted by legal counsel for each party hereto; ii) establishing the terms of this Settlement and Release are NOT ambiguous and parol evidence shall NOT be admissible for interpretation of the same; iii) inducing W.O. Brisben to execute this Settlement and Release; and,
 - (iv) to forever release, discharge and hold harmless the W.O. Brisben and his corporations, companies, partnerships, agents, persons, insurers or affiliated entities, and their officials, employees, contractors, subcontractors, agents, and insurers, individually and in their official capacity, from any and all obligations, liability, actions, claims, demands, debts, damages and causes of action or suits of whatever kind, whether known, unknown or unanticipated, arising out of, relating to, or in any way connected with any and all matters

arising out of any aforementioned matters from January 11, 2000 to the date of execution of this Settlement and Release; and,

- (v) that it will not institute, prosecute, or in any way aid as a principal in the institution or prosecution of any claim or action at law or in equity against the W.O. Brisben and his corporations, companies, partnerships, agents, persons, insurers or affiliated entities, and their officials, employees, contractors, subcontractors, agents, and insurers, individually and in their official capacity. for monies owed or expected, compensatory and/or punitive damages, costs or fees, personal or business losses, or loss of revenue of any kind whatsoever, past or present, that it or any third party heretofore had or now has whether known or unknown, arising out of, relating to, or in any way connected with any and all matters arising out of any aforementioned matters from January 11, 2000 to the date of execution of this Settlement and Release; and,
 - (vi) that it has not assigned or caused to be assigned or transferred, contractually or otherwise, in any way to any other person, insurer or entity any of the claims that it might have had or now has against W.O. Brisben or and his corporations, companies, partnerships, agents, persons, insurers or affiliated entities, and their officials, employees, contractors, subcontractors, agents and insurers, individually and in their official capacity.
- C. Each party acknowledges that it shall be solely responsible for its own attorney fees and any respective tax consequences, if any, relating to this Settlement and Release.
- D. This Settlement and Release shall be binding upon and inure to the benefit of all parties hereto, and their respective successors, agents, directors, employees or staff, members, officers, partners, shareholders, heirs, executors, fiduciaries and assigns.
- E. No promise, prior oral or written communication, demand, claim, inducement, document, or agreement that is not expressly represented herein or that is not restated or expressly incorporated herein shall have any force or effect and this Settlement and Release contains the entire agreement between the parties hereto, and the terms of this Settlement and Release are contractual and not a mere recital.
- F. This Settlement and Release shall be governed by the laws of the State of Ohio, regardless of choice of law rules, and further the parties irrevocably stipulate that this Settlement and Release is being executed in Warren County, Ohio and the Warren County Ohio Court of Common Pleas shall have exclusive venue over any litigation involving any breach, disputes, enforcement, and interpretations of this Agreement. The parties do further expressly and irrevocably waive any right, should such right exist, to remove or initiate litigation involving any breach, disputes, enforcement, and interpretations of this agreement in any other state or federal Court.

- G. This Settlement and Release may be used by any party against the other, or its successor and assigns, or any other person, in court or elsewhere, to show that no person is entitled to assert any claim for any consideration other than as provided for herein should any person ever attempt to make such a claim.

THE UNDERSIGNED HAVE READ THE FOREGOING SETTLEMENT AND RELEASE, AND HAVING BEEN REPRESENTED BY LEGAL COUNSEL, ARE FULLY AWARE OF ITS CONTENT AND MEANING, AND VOLUNTARILY ACCEPT ITS TERMS FOR THE PURPOSE OF MAKING A FULL AND FINAL SETTLEMENT AND RELEASE.

IN EXECUTION WHEREOF, W.O. Brisben, individually has set his name to this Settlement and Release on the date stated below.

SIGNATURE: _____

PRINTED NAME: W. O. Brisben

DATE: 11/22/22

STATE OF Florida, COUNTY OF Palm Beach, ss.

BE IT REMEMBERED, on this 27th day of November, 2023, before me, the subscriber, a Notary Public in and for said state, personally came the individual known or proven to me to be **W.O. Brisben**, **individually**, and acknowledged the signing thereof to be his voluntary act and deed.

Notary Public: Kim My

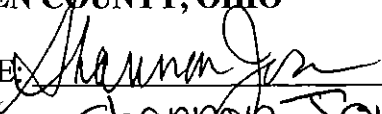
[SEAL]



[signatures continued on next page]

IN EXECUTION WHEREOF, the Board of County Commissioners of Warren County, Ohio, has caused this Settlement and Release to be executed by its President or Vice-President, on the date stated below, pursuant to Resolution Number 117, dated December 12, 2023

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

SIGNATURE: 
PRINTED NAME: Shannon Jones
TITLE: President
DATE: 12.12.23

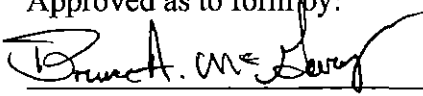
STATE OF OHIO, WARREN COUNTY, ss.

BE IT REMEMBERED, on this ___ day of _____, 20___, before me, the subscriber, a Notary Public in and for said state, personally came the individual known or proven to me to be _____, whose official capacity is President/Vice-President of the Board of County Commissioners of Warren County, Ohio, and acknowledged the signing thereof to be his or her voluntary act and deed and pursuant to the authority granted to him or her by the aforementioned resolution.

Notary Public: _____

[SEAL]

Approved as to form by:


Bruce A. McGary, Asst. Prosecutor
Date: 12/7/2023

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

Resolution

Number 23-1718

Adopted Date December 12, 2023

ADMINISTER DISCIPLINARY ACTION AGAINST JENNIFER POWELL, ELIGIBILITY REFERRAL SPECIALIST I WITHIN THE WARREN COUNTY JOB AND FAMILY SERVICES, HUMAN SERVICES DIVISION

WHEREAS, Ms. Powell, Eligibility Referral Specialist I, was charged with: a Group I Offense, #20, Unsatisfactory work, a Group II Offense, #16, Severe disregard and neglect of job duties, violating Ms. Powell's last chance agreement; and

WHEREAS, the director requested a Pre-Disciplinary conference for Ms. Powell in accordance with the Warren County Personnel Policy Manual; and

WHEREAS, Ms. Powell was given notification of a pre-disciplinary conference on November 27, 2023; and

WHEREAS, Ms. Powell attended the pre-disciplinary conference on November 29, 2023; and

WHEREAS, the hearing officer substantiated the following offenses; Group I Offense, #20, Unsatisfactory work, a Group II Offense, #16, Severe disregard and neglect of job duties, and found that Ms. Powell violated her last chance agreement; and

WHEREAS, it is the recommendation of the Director that Ms. Powell be terminated as result of the substantiated charges and violation of a last chance agreement as mentioned herein pursuant to the Warren County Personnel Policy Manual; and

NOW THEREFORE BE IT RESOLVED, that Jennifer Powell, Eligibility Referral Specialist I, within the Warren County Job and Family Services, Human Services Division, be terminated for violating the Emergency Services Policy an Procedures and Warren County Personnel Policy Manual as herein before discussed, effective December 12, 2023; and

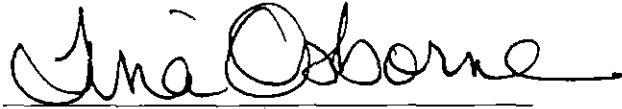
BE IT FURTHER RESOLVED, this action shall become a part of Ms. Powell's personnel file.

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

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

Resolution adopted this 12th day of December 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Human Services (file)
Jennifer Powell's Personnel File
OMB (Sue Spencer)

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

Resolution

Number 23-1719

Adopted Date December 12, 2023

DECLARE SUPPORT IN DESIGNATION OF FULL TIME JUDGESHIP IN THE LEBANON MUNICIPAL COURT

WHEREAS, during the annual budget process, Judge Martin E. Hubbell met with this Board to discuss his desire to seek State legislative approval to designate his judgeship as full-time; and

WHEREAS, after discussion, this Board consented to said support; and

WHEREAS, a formal declaration in support, is needed by all entities financially affected by the requested designation; and

NOW THEREFORE BE IT RESOLVED, this Board declares support of the City of Lebanon to seek the approval by State Legislature to designate the current part-time judgeship as full-time in the Lebanon Municipal Court; and

BE IT FURTHER RESOLVED, to recognize the additional financial support the County will incur as a result of said full-time judgeship.

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

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

Resolution adopted this 12th day of December 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

Tz/

cc: City of Lebanon (file)
D. Gray, Auditor Office
M. Nolan, County Auditor

Resolution

Number 23-1720

Adopted Date December 12, 2023

RATIFYING VOTE RESULTING IN DENIAL OF REZONING APPLICATION OF FRANCIS W. LOGAN, (CASE 2023-07) (AKA DOLLAR GENERAL) TO REZONE APPROXIMATELY 3.63 ACRES BEING A PART OF PARCEL ID 18-33-451-009 CONSISTING OF 87.0001 ACRES FROM "RU" RURAL RESIDENTIAL TO "B2" COMMUNITY COMMERCIAL BUSINESS IN HARLAN TOWNSHIP

WHEREAS, after publication required by law, this Board met this 12th day of December 2023, in the Commissioners' Meeting Room for the public hearing to consider the rezoning application of Francis W. Logan, Owner of record (Case # 2023-07) to rezone approximately 3.63 acres (being a part of Parcel ID 18-33-451-009-0 consisting of 87.0001 acres) located along State Route 132 in Harlan Township from 'RU' Rural Residential to "B2" Community Commercial Business; and

WHEREAS, this Board has considered the testimony presented by the applicant and his representative, the recommendations to deny the rezoning application from the Regional Planning Commission Executive Committee and the Rural Zoning Commission presented during the public hearing, the Harlan Township Trustees, and numerous area residents who presented testimony in opposition; and

WHEREAS, Commissioner Jones stated her opposition to the rezoning application, citing factors A, B, E, and F of Section 1.304.5 of the Warren County Rural Zoning Code, to-wit:

- 1.304.5 Decision-Making Determination Considerations:** The approving authority shall review the proposed Zoning Amendment in the interest of public health and safety, as well as the public convenience, comfort, prosperity, or general welfare, as applicable, by considering the following factors:
- (A) Is the proposed amendment consistent with the purposes and intent of this Zoning Code?
 - (B) Does the proposed amendment deviate from the suggestions of the Warren County Comprehensive Plan?
 - (C) Is the proposed amendment justified because of changed or changing conditions of the surrounding area since the time the current zoning designation for the property was established, and has assumptions on, capital investments, road locations, population trends, land committed to development, density, use, or other elements changed to justify the amendment?
 - (D) Is the proposed zoning compatible with the present zoning, nearby uses, and the character of the surrounding area?
 - (E) Is the site suitable for the uses to which it has been restricted, or does the current zoning deprive the site of all economically viable uses?
 - (F) How long has the property remained vacant as zoned and is it zoned different from an adjacent properties?
 - (G) Are there available sites elsewhere in the County that are already zoned for the proposed use?
 - (H) Are public central sanitary sewer, stormwater facilities, roads and other public facilities available and do they have adequate capacity to serve allowable uses?
 - (I) Will approval of this amendment result in existing land uses, parcels, or structures becoming non-conforming or somehow result in conflict with any provision, restriction, or requirement of this code?

WHEREAS, on motion, upon unanimous call of the roll, the Board closed the public hearing and upon consideration of all testimony presented, Commissioner Grossmann moved to approve the rezoning application, being seconded by Commissioner Jones and upon call of the roll, both voting nay; and

NOW THEREFORE BE IT RESOLVED, that a vote of the Board resulted in a denial of the rezoning application of Francis W. Logan, Owner of record (Case # 2023-07) to rezone approximately 3.63 acres (being a part of Parcel ID 18-33-451-009-0 consisting of 87.00001 acres) located along State Route 132 in Harlan Township from 'RU' Rural Residential to "B2" Community Commercial Business.

This Resolution ratifying the vote of the Board was entered this 12th day of December, 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

tao/

cc: RPC
RZC
Rezoning file
Property Owner
Agent
Township Trustees