

# Resolution

Number 25-0006

Adopted Date January 14, 2025

## APPROVING SALARY INCREASES FOR COUNTY COURT PROBATION OFFICERS

WHEREAS, the Ohio Revised Code 1907.201 indicates that the Judge shall appoint probation officers and that their compensation is prescribed by the Board of County Commissioners; and

WHEREAS, during the 2025 budget process, the County Court Judge requested increases for said probation officers; and

WHEREAS, the Board has agreed to the County Court Judge's request for increases for said probation officers.

NOW THEREFORE BE IT RESOLVED, to adjust the hourly wage for the following probation officers effective the pay period beginning December 28, 2024:

Donna C. Conn	2025 Hourly Rate	\$29.80
Mary Velde	2025 Hourly Rate:	\$29.80
Kimberly Lee	2025 Hourly Rate:	\$24.96
Madison Wallen	2025 Hourly Rate:	\$22.51

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

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

Resolution adopted this 14<sup>th</sup> day of January 2025.

BOARD OF COUNTY COMMISSIONERS

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

cc: County Court (file)  
Personnel files  
OMB – Sue Spencer

# Resolution

Number 25-0007

Adopted Date January 14, 2025

**HIRING JAMES BENNETT AS WASTEWATER CHIEF OPERATOR, WITHIN THE WARREN COUNTY WATER AND SEWER DEPARTMENT**

WHEREAS, the wastewater plant requires a Class II wastewater licensure, and Mr. Bennett holds a Class III wastewater licensure and has prior management experience.

NOW THEREFORE BE IT RESOLVED, to hire James Bennett as Wastewater Chief Operator within the Warren County Water and Sewer Department, classified, full-time permanent, non-exempt status (40 hours per week), \$40.87 per hour, effective January 21, 2025, subject to a negative background check, drug screen, and a 365-day probationary period; and

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

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

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

Resolution adopted this 14<sup>th</sup> day of January 2025.

BOARD OF COUNTY COMMISSIONERS

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

H/R

cc: J. Bennett, Personnel file  
Water/Sewer (file)  
OMB – Sue Spencer

# Resolution

Number 25-0008

Adopted Date January 14, 2025

ACCEPTING THE RESIGNATION OF LACIE DECATUR, EMERGENCY COMMUNICATIONS OPERATOR, WITHIN THE WARREN COUNTY EMERGENCY SERVICES DEPARTMENT, EFFECTIVE JANUARY 8, 2025

BE IT RESOLVED, to accept the resignation of Lacie Decatur, Emergency Communications Operator, within the Warren County Emergency Services Department, effective January 8, 2025.

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

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

Resolution adopted this 14<sup>th</sup> day of January 2025.

BOARD OF COUNTY COMMISSIONERS

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

cc: Emergency Services (file)  
L. Decatur's Personnel File  
OMB – Sue Spencer  
Tammy Whitaker

# Resolution

Number 25-0009

Adopted Date January 14, 2025

ACCEPTING THE RESIGNATION OF MICHAEL WIGGENS, EMERGENCY COMMUNICATIONS OPERATOR, WITHIN THE WARREN COUNTY DEPARTMENT OF EMERGENCY SERVICES, EFFECTIVE JANUARY 8, 2025

BE IT RESOLVED, to accept the resignation, of Michael Wiggins, Emergency Communications Operator, within the Warren County Department of Emergency Services, effective January 8, 2025.

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

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

Resolution adopted this 14<sup>th</sup> day of January 2025.

BOARD OF COUNTY COMMISSIONERS

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

cc: Emergency Services (file)  
M. Wiggins' Personnel File  
OMB – Sue Spencer  
Tammy Whitaker

# Resolution

Number 25-0010

Adopted Date January 14, 2025

TERMINATING THE EMPLOYMENT OF PROBATIONARY EMPLOYEE MATTHEW STEWART, WITHIN THE EMERGENCY SERVICES DEPARTMENT

WHEREAS, Mr. Stewart began employment on September 17, 2024, as an Emergency Communications Operator and is subject to a 365-day probationary period; and

WHEREAS, Section 3.02 (G) of the Personnel Policy Manual states that a newly hired probationary employee may be terminated at any time during their probationary period; and

WHEREAS, the Director of Emergency Services recommends said employee be terminated for failing to meet the required standards of his position.

NOW THEREFORE BE IT RESOLVED, to remove Matthew Stewart from employment within the Emergency Services Department, effective December 27, 2024.

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

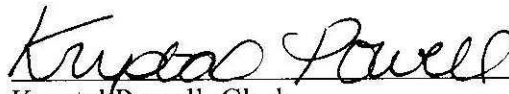
Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 14<sup>th</sup> day of January 2025.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Emergency Services (file)  
M Stewart's Personnel File  
OMB – Sue Spencer  
Tammy Whitaker

# Resolution

Number 25-0011

Adopted Date January 14, 2025

TERMINATING THE EMPLOYMENT OF PROBATIONARY EMPLOYEE KIMBERLY WALKER, WITHIN JOB AND FAMILY SERVICES, HUMAN SERVICES DIVISION

WHEREAS, Ms. Walker began employment on February 12, 2024, as Eligibility Referral Specialist II and is subject to a 365-day probationary period; and

WHEREAS, Section 3.02 (G) of the Personnel Policy Manual states that a newly hired probationary employee may be terminated at any time during their probationary period; and

WHEREAS, the director recommends said employee be terminated for failing to meet the required standards of her position.

NOW THEREFORE BE IT RESOLVED, to remove Kimberly Walker from employment within the Job and Family Services, Human Services Division, effective January 7, 2025.

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

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

Resolution adopted this 14<sup>th</sup> day of January 2025.

BOARD OF COUNTY COMMISSIONERS

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

cc: Emergency Services (file)  
K. Walker's Personnel File  
OMB – Sue Spencer  
Tammy Whitaker

# Resolution

Number 25-0012

Adopted Date January 14, 2025

APPROVING APPOINTMENT TO THE CRIMINAL JUSTICE BOARD OF WARREN COUNTY

BE IT RESOLVED, to approve the following appointment to the Criminal Justice Board:

**New Appointment to the Board:**

Sheriff Barry Riley (to fill unexpired term of Larry Sims) term to expire 12/31/25  
Warren County Sheriff

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

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

Resolution adopted this 14<sup>th</sup> day of January 2025.

BOARD OF COUNTY COMMISSIONERS

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

/ll

cc: Appointments file  
Community Corrections (file)  
Appointee  
L. Lander

# Resolution

Number 25-0013

Adopted Date January 14, 2025

## REMOVING CHRIS WOJNICZ FROM THE TAX INCENTIVE REVIEW COUNCIL AND APPOINTING MICHELLE TEGTMEIER AS SAID REPLACEMENT

WHEREAS, the Warren County Board of Commissioners has created Rural Enterprise Zone Areas for the City of Carlisle, City of Franklin, City of Lebanon, City of Mason, City of South Lebanon, City of Springboro, Village of Waynesville, and Deerfield/Hamilton Township, et. al; and

WHEREAS, said zones have been duly certified by the State of Ohio; and

WHEREAS, the Ohio Revised Code requires that a Tax Incentive Review Council be created for each zone and that the Board of County Commissioners appoint three (3) members for each of the zones; and

WHEREAS, pursuant to Resolution #19-0252 adopted February 26, 2019, this Board appointed the following Tax Incentive Review Council members for the City of Carlisle, City of Franklin, City of Lebanon, City of Mason, City of Springboro, Village of Waynesville, Village of South Lebanon, and Deerfield/Hamilton Township, et. al. Rural Enterprise Zones; and for all areas of Warren County for the Community Reinvestment Area Program and Tax Increment Financing Program:

1. Tiffany Zindel
2. Martin Russell
3. Chris Wojnicz

WHEREAS, pursuant to Resolution #24-0004, adopted January 2, 2024, the Board appointed Matt Schnipke to replace Tiffany Zindel due to her retirement; and

WHEREAS, Chris Wojnicz is no longer employed by Warren County and it is the desire of this Board to appoint Michelle Tegtmeier to said committee.

NOW THEREFORE BE IT RESOLVED, to appoint Michelle Tegtmeier, Deputy Director of Facilities Management, to replace Chris Wojnicz, as the Warren County appointment to the various Tax Incentive Review Councils.

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

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

Resolution adopted this 14<sup>th</sup> day of January 2024.

BOARD OF COUNTY COMMISSIONERS

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

cc: Appointment file  
L. Lander

Economic Development (file)



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

# Resolution

Number 25-0014

Adopted Date January 14, 2025

**ENTERING INTO CONTRACT WITH LAKE ERIE CONSTRUCTION COMPANY FOR THE  
WAR-VAR GUARDRAIL FY25 PROJECT**

WHEREAS, pursuant to Resolution #24-1585, adopted November 26, 2024, this Board approved a Notice of Intent to Award Contract for the WAR-VAR Guardrail FY25 Project to Lake Erie Construction Company, for a total contract price of \$241,240.00; and

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

NOW THEREFORE BE IT RESOLVED, to enter into contract with Lake Erie Construction Company, 25 South Norwalk Road W, Norwalk, Ohio 44857, for a total bid price of \$241,240.00; as attached hereto and made a part hereof.

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

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

Resolution adopted this 14<sup>th</sup> day of January 2025.

BOARD OF COUNTY COMMISSIONERS

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

KP

cc: c/a— Lake Erie Construction Company  
Engineer (file)  
OMB Bid file

## CONTRACT

THIS AGREEMENT, made this 14 day of January, 2024<sup>5</sup>, with the Warren County Board of Commissioners, 406 Justice Drive, Lebanon, Ohio hereinafter called "Owner" and **Lake Erie Construction Company, 25 South Norwalk Road W. Norwalk, Ohio 44857**, 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:

### WAR-VAR GUARDRAIL-FY25 PROJECT

hereinafter called the project, for the sum of \$241,240.00 (Two Hundred Forty One Thousand, Two Hundred Forty Dollars and No Cents) and all work in connection therewith, under the terms as stated in the Conditions of the Contract; and as his/her (it's 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) Federal Davis Bacon Wage
- 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 is ten (10) weeks after the written Notice to Proceed has been issued from Warren County and ODOT and a preconstruction meeting has been held. The Contractor further agrees to pay, as liquidated damages, the sum of \$400.00 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.

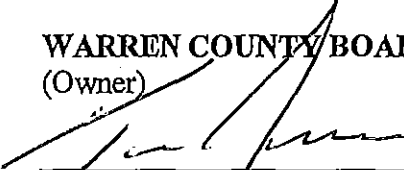
The OWNER agrees to pay the CONTRACTOR in the manner and at such times as set forth in the General Provisions such amounts as required by the Contract Documents.

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 BEO 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.

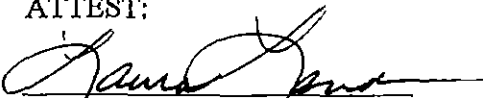
IN WITNESS WHEREOF, the parties hereto have executed or caused to be executed by their duly authorized officials, this Agreement in two counterparts, each of which shall be deemed an original on the date first above written.

WARREN COUNTY BOARD OF COMMISSIONERS  
(Owner)

  
\_\_\_\_\_  
David G. Young, President

Tom Grossmann

ATTEST:

  
\_\_\_\_\_  
Name Laura Lander


(Seal)

ATTEST:

  
\_\_\_\_\_  
Name Anne Hillmer


LAKE ERIE CONSTRUCTION COMPANY  
(Contractor)

By:

  
\_\_\_\_\_  
Name David P. Bleile  
President

\_\_\_\_\_  
Title

Approved as to Form:

  
\_\_\_\_\_  
Assistant Prosecutor  
Adam M. Nive

# Resolution

Number 25-0015

Adopted Date January 14, 2025

## ADVERTISING FOR BIDS FOR THE 2025 DRILLED PIER WALL PROJECT

BE IT RESOLVED, to advertise for bids for the 2025 Drilled Pier Wall Project for the Warren County Engineer; 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 January 26, 2025; bid opening to be February 12, 2025 @ 9:30 a.m.

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

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

Resolution adopted this 14<sup>th</sup> day of January 2025.

BOARD OF COUNTY COMMISSIONERS

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

KP

cc: Engineer (file)  
OMB Bid file

# Resolution

Number 25-0016

Adopted Date January 14, 2025

## ADVERTISING FOR BIDS FOR THE FY24 VILLAGE OF MORROW BRIDGE LIGHTING CDBG PROJECT

BE IT RESOLVED, to advertise for bids for the FY24 Village of Morrow Bridge Lighting CDBG Project for the Warren County Office of Grants Administration; and

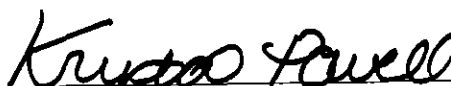
BE IT FURTHER RESOLVED, to advertise said bid for one (1) week in a newspaper of general circulation and for two consecutive weeks on the County website, beginning the week of January 19, 2025; bid opening to be February 3, 2025 @ 9:30 a.m.

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

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

Resolution adopted this 14<sup>th</sup> day of January 2025.

BOARD OF COUNTY COMMISSIONERS

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

KP

cc: OGA (file)  
OMB Bid file

# Resolution

Number 25-0017

Adopted Date January 14, 2025

## APPROVING NOTICE OF INTENT TO AWARD BID TO NEYRA PAVING FOR THE FY24 VILLAGE OF HARVEYSBURG SOUTH STREET PAVING CDBG PROJECT

WHEREAS, bids were closed at 9:00 a.m., on December 19, 2024, and the bids received were opened and read aloud for the FY24 Village of Harveysburg – South Street Paving CDBG Project, and the results are on file in the Commissioners' Office; and

WHEREAS, upon review of such bids by Susanne Mason, Director, Neyra Paving has been determined to be the lowest and best bidder.

NOW THEREFORE BE IT RESOLVED, upon recommendation of the Warren County Office of Grants Administration, that it is the intent of this Board to award the contract to, Neyra Paving, 10750 Evendale Drive, Cincinnati, Ohio 45241 for a total bid price of \$131,889.95; and

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

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

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

Resolution adopted this 14<sup>th</sup> day of January 2025.

BOARD OF COUNTY COMMISSIONERS

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

cc: OGA (file)  
OMB Bid file

# Resolution

Number 25-0018

Adopted Date January 14, 2025

**ACKNOWLEDGING CERTIFICATE OF EXCESS INSURANCE AND COMMITMENT LETTER WITH ARCH INSURANCE FOR THE PROVISION OF STOP LOSS COVERAGE FOR 2025 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.

NOW THEREFORE BE IT RESOLVED, to acknowledge Certificate of Excess Insurance and Commitment Letter for period effective January 1, 2025, through December 31, 2025 by Arch Insurance for Stop Loss coverage relative to the Self-Insured Workers' Compensation program; Certificate and Commitment Letter attached hereto and made a part hereof.

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

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

Resolution adopted this 14<sup>th</sup> day of January 2025.

BOARD OF COUNTY COMMISSIONERS

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

HR/

cc: Adam Balls, World Risk  
OMB (file)  
Tammy Whitaker, OMB  
c/a—Arch Insurance

**ARCH INSURANCE COMPANY**

**HARBORSIDE 3  
210 HUDSON STREET, SUITE 600  
JERSEY CITY, NJ 07311**

**CERTIFICATE OF EXCESS INSURANCE FOR SELF-INSURER  
OF WORKERS COMPENSATION AND EMPLOYERS LIABILITY**

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**TO:** Mr. David Boyd, Supervisor  
Bureau of Workers' Compensation  
Self Insurance Department  
30 West Spring Street, 26th Floor  
Columbus, OH 43215-2256

**THIS IS TO CERTIFY THAT AN EXCESS INSURANCE POLICY HAS BEEN ISSUED AS DESCRIBED  
BELOW AND IS NOW IN EFFECT:**

**NAME OF INSURED:** Warren County Commissioners.

**ADDRESS:** 406 Justice Drive  
Lebanon, OH 45036

**INSURANCE CARRIER:** ARCH INSURANCE COMPANY

**POLICY NUMBER:** WCX 0059344 09

**EFFECTIVE:** January 1, 2025 **EXPIRES:** January 1, 2026

**CANCELLATION NOTICE:** 30 Days

**KIND OF POLICY:** Excess Insurance for Self-Insurer of Workers Compensation and  
Employers Liability

**RETENTION:** Part One - Excess Workers Compensation Insurance and Part Two – Excess  
Employers Liability Insurance Combined:

<b>LIMITS OF INDEMNITY:</b>	Your Retained Limit - Each Accident:	\$750,000
	Your Retained Limit - Disease, Each Employee:	\$750,000
	<b>A. Part One - Excess Workers Compensation Insurance:</b>	
	Our Limit of Liability - Each Accident:	Statutory
	Our Limit of Liability - Disease, Each Employee:	Statutory
	<b>B. Part Two – Excess Employers Liability Insurance:</b>	
	Our Limit of Liability - Each Accident:	\$1,000,000
	Our Limit of Liability - Disease, Each Employee:	\$1,000,000
	Our Limit of Liability – Aggregate:	\$1,000,000

**SELF-INSURERS OPERATIONS:** Municipality

**STATE(S) OF SELF-INSURER'S OPERATIONS:** Ohio

**ARCH INSURANCE COMPANY WILL GIVE WRITTEN NOTICE IN THE EVENT OF CANCELLATION OF  
THIS POLICY TO THE PARTY TO WHOM THIS CERTIFICATE IS ADDRESSED.**

*Stephen Cho*

Stephen Cho  
AUTHORIZED REPRESENTATIVE

DATED December 27, 2024





Arch Insurance Company  
Harborside 3  
210 Hudson Street, Suite 600  
Jersey City, NJ 07311

T: 201.743.4000  
F: 201.743.4005

archinsurance.com

December 27, 2024

Mr. David Boyd, Supervisor  
Bureau of Workers' Compensation  
Self Insurance Department  
30 West Spring Street, 26th Floor  
Columbus, OH 43215-2256

**Re:** Warren County Commissioners  
**Policy No.:** WCX 0059344 09

Dear Sir/Madam:

Enclosed please find our Certificate of Insurance for the above captioned account which has been bound by Arch Insurance Company, effective January 1, 2025. I trust this will suffice the state's requirements.

Sincerely,

A handwritten signature in cursive script that reads "Jennifer Victorio".

Jennifer Victorio  
Policy Forms Administration

encl.

cc: Adam Balls - World Risk Management

## EXCESS WORKERS COMPENSATION COMMITMENT

December 27, 2024

Two Year Program Commitment for Warren County Commissioners (the "Insured")

Policy Effective/Expiration Dates: January 1, 2025 to January 1, 2026

Line of Business: Excess Workers Compensation

Policy Number: WCX 0059344 09

As a part of the above-referenced Excess Workers Compensation insurance program (the "Program") negotiations, the Insured has requested that Arch Insurance Company ("Arch") indicate our position on a two year program rate commitment.

For the line(s) of business listed above, Arch will agree to no greater than 3% to 5% increase at the January 1, 2026 renewal of the Program subject to certain conditions outlined below.

Prior to the January 1, 2026 renewal effective date, Arch in its sole determination will confirm that all of the following conditions have been met:

- No significant changes in the Insured's operations either through acquisitions, growth, decrease in exposure, employee concentrations or service changes. Significant change in exposure or employee concentrations means any change of +/- 15% over what is expected at the date of this commitment. Service changes mean any material departure from the Insured's current business operations, trade territory, product mix, or core business model.
- No significant or material ownership or board of director changes in the Insured.
- Loss activity submitted for the January 1, 2026 renewal of the Program remains consistent in type and amounts with the data submitted at the date of this commitment.
- The financial condition of the Insured has not materially deteriorated.
- Acceptable audit results of the Third Party Administrator (TPA) or Insured's claims self-administrator reserving practices as determined by Arch.
- No significant change in the limits of liability, coverage or deductible/retention levels, or program structure.
- The Insured's policies have not been cancelled, non-renewed or rescinded for any reason.
- The Insured remains current on all payments and in compliance with all terms and requirements of the binder and policies.
- The Insured shows continued focus and improvements on current safety and loss control efforts.

This commitment does not apply to the following items:

- Changes in coverage forms as required by the individual states, the NCCI or ISO.
- Changes in taxes, loss assessments surcharges or other state fees.

Further, this commitment is not applicable if there has been any loss of or significant change in the Terrorism Risk Insurance Act of 2002, the Terrorism Risk Insurance Program Reauthorization Act of 2019 and any amendments thereto.

If all of these conditions are not met for the line of business listed above, the rate commitment expressed herein will not apply and is rendered void.

# Resolution

Number 25-0019

Adopted Date January 14, 2025

## ACKNOWLEDGING TERMS OF ENGAGEMENT WITH BRICKER GRAYDON LLP FOR UPDATE AND TRAINING ON THE WARREN COUNTY HIPAA POLICY

WHEREAS, Bricker Graydon LLP has provided Terms of Engagement for services relative to legal updates and training of the HIPAA policies maintained by Warren County for its group health plan, and will provide such services for a flat fee of \$2,700.

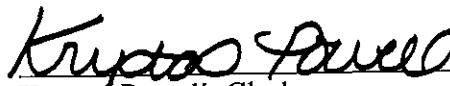
NOW THEREFORE BE IT RESOLVED, to approve services provided by Bricker Graydon as set forth in the Terms of Engagement, attached hereto, relative to the Warren County HIPAA policy.

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

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

Resolution adopted this 14<sup>th</sup> day of January 2025.

BOARD OF COUNTY COMMISSIONERS



\_\_\_\_\_

Krystal Powell, Clerk

HR/

cc: c/a—Bricker Graydon LLP  
Lyndsey Barnett, Bricker Graydon  
Tammy Whitaker, OMB  
Benefits File



Bricker Graydon LLP  
312 Walnut Street  
Suite 1800  
Cincinnati, OH 45202  
513.621.6464 Office  
www.brickergraydon.com

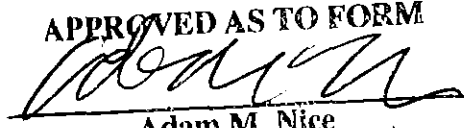
Lyndsey R. Barnett  
Partner  
513.629.2817 Direct Phone  
lbarnett@brickergraydon.com

December 23, 2024

*Via Email – tammy.whitaker@co.warren.oh.us*

Tammy Whitaker  
Warren County Benefits & Risk Manager  
406 Justice Drive  
Lebanon, OH 45036

*Re: Terms of Engagement*

**APPROVED AS TO FORM**  
  
Adam M. Nice  
Asst. Prosecuting Attorney

Dear Tammy:

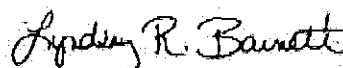
Thank you for asking Bricker Graydon LLP (the “Firm”) to serve as your counsel in the matter described below. This letter will confirm the engagement of our Firm and will describe the scope and terms on which we will provide legal services to you. Please also see the attached “Additional Terms of Engagement” that will govern our representation.

It is understood that our client for purposes of this representation is Warren County, Ohio (the “Client”), and not its individual members or any other entity whose interests in this matter are being represented by those individual members. The Firm is being engaged to provide legal updates to the HIPAA policies maintained by the County for its group health plan as well as to providing a one hour virtual training on HIPAA for applicable County employees. We customarily charge an hourly fee for legal services. However, for these projects we are charging a flat fee of \$1,200 for the HIPAA update and \$1,500 for the HIPAA training.

Thank you again for selecting us to be your counsel. We look forward to working with you. If you have any questions regarding the foregoing or would like to discuss, please do not hesitate to give me a call.

Very truly yours,

BRICKER GRAYDON LLP



LRB/tsl  
Enclosure



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MEMORANDUM

**TO:** Warren County, Ohio  
ATTN: Tammy Whitaker

**FROM:** Lyndsey R. Barnett

**DATE:** December 23, 2024

**RE:** Additional Terms of Engagement

**Additional Terms as to Scope of Representation.** In addition to the Matter described in the letter, upon your request and only upon our agreement in writing, our representation may extend to other matters. The terms of this letter will apply to such other matters, unless otherwise agreed in writing. It is also understood that the Client is not relying upon us for business, investment, or accounting advice or decisions, nor to investigate the character or credit of any other persons or parties in this matter.

**Estimates of Fees and Costs.** The fees and costs relating to this matter are not predictable. Accordingly, we have made no commitment to you concerning the maximum fees and costs that will be necessary to resolve or complete this matter. It is expressly understood that payment of the Firm's fees and costs is in no way contingent upon the ultimate outcome of the Matter.

Because of the potential for unpredictable and unforeseen circumstances, we normally cannot quote a precise fee total for the completion of the Matter. If requested, we will endeavor to estimate the total fee where the nature of the Matter allows us to do so. Any estimate would be provided with the clear understanding that it is not a maximum or a fixed-fee quotation; that the cost will likely be more or less than the estimated amount.

**Disbursements and Third-Party Expenses.** In addition to our hourly fees for professional services, you will also be charged for miscellaneous services and cash disbursements incurred on your behalf. These services and expenses include such items as document reproduction, charges for the management and storage of electronic data related to your matter, extraordinary postage, certain staff overtime where justified, on-line research services, and necessary travel expenses (including transportation, lodging, meals, and other related expenses).

Depending on the circumstances, you may also be asked to advance funds to reimburse the Firm for payments made or to be made on your behalf, or to pay a third-party directly. These disbursements include items such as regulatory filing fees, special messengers, express deliveries, outside document management and copying services, service of process and court fees, stenographer and videographer fees, expert witness fees, and local or special counsel fees. All such expenses are your responsibility.

**Invoices and Payments.** Our invoices are typically sent on a monthly basis. If charges incurred in any month are nominal, however, billing may be deferred until the next month. We offer a variety of

MEMO: Warren County, Ohio  
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invoice formats to summarize the services performed, the fees, and related disbursements in a manner that you prefer.

Our invoices are payable upon receipt. We include a carrying charge of 1.5% per month on outstanding balances for invoices remaining unpaid past 45 days from the invoice date. If the delinquency continues and satisfactory payment arrangements are not made, we reserve the right, subject to any necessary tribunal approval, to withdraw from the representation and may pursue collection of your account. In the event of any collection action, you agree to pay the costs incurred to collect the balance; including court costs, filing fees, and reasonable attorney's fees.

**Professional Responsibility and Conflicts of Interest.** The conduct of attorneys and law firms are governed by the Rules of Professional Conduct (the "Rules of Conduct"). They include rules relating to actual or potential conflicts of interest. At the outset of this representation, and for each subsequent engagement, we undertake to identify potential and actual conflicts between your interests and those of others whom we currently represent or have previously represented, based upon the facts as we know them at the time of each engagement. It is always possible that during the course of our relationship, new facts arise which, under the Rules of Conduct, could require us to withdraw from further representation of you, or seek specific consent from you and another current or former client in order to continue representing you. If a conflict situation arises, we will discuss it with you and take appropriate steps to resolve the conflict or other problems, if possible. If you perceive an actual or potential conflict, please promptly contact the undersigned.

**Advance Consent to Conflicts.** Bricker Graydon represents many other businesses and individuals. It is possible that during the period of this engagement, we may also represent other clients in matters substantially unrelated to this representation, where your respective interests are adverse.

For example:

- If you have a lending relationship with a Bricker Graydon client, we may represent the other client in a substantially unrelated matter in which your interests are adverse, including an unrelated matter arising out of that lending relationship.
- If you have an employment relationship with a Bricker Graydon client, we may represent the other client in a substantially unrelated matter where your interests are adverse, including an unrelated matter arising out of that employment relationship.
- If you have a business relationship with a Bricker Graydon client, we may represent the other client in a substantially unrelated matter where your interests are adverse, including an unrelated matter arising out of that business relationship.

You agree that our representation of you concerning the Matter will not disqualify our Firm from representing other clients in matters, including litigation, that are substantially unrelated to the Matter.

MEMO: Warren County, Ohio  
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You consent to waive any conflict of interest as to those other, substantially unrelated representations. Bricker Graydon agrees, per the applicable Rules of Conduct, not to divulge any confidential or nonpublic information about you that we acquire as a result of our work on the Matter, or to use any such information to your material disadvantage in connection with any substantially unrelated matter in which we represent a party adverse to you.

In addition to legal work the Firm provides to clients, certain attorneys associated with the Firm also provide government relations services to various trade associations and other clients of the Firm ("Government Relations Services"). The Government Relations Services may include, but are not limited to, advocating certain positions on behalf of a client before state legislatures and before various federal, state, and local legislative or regulatory bodies or officials. Such services may include, but are not limited to seeking the enactment, repeal, or amendment of various laws, regulations or ordinances. In connection with the Government Relations Services we provide, we may be engaged to advocate a position on issues that are adverse to the Client's interests.

By executing this engagement letter, the Client is acknowledging that the Client has not retained the Firm to provide Government Relations Services, and that our work for the Client in this Matter will not disqualify the Firm from providing Government Relations Services to other clients, even when the interests of those other clients are adverse to the Client's interests. To the extent such Government Relations Services present an actual or prospective conflict of interest, by executing this engagement letter, the Client agrees to waive the right to disqualify the Firm from providing Government Relations Services to other clients.

**Client Information and Communications.** So that the Firm's attorneys can fully represent the interests of the Client, it is important that counsel be provided all relevant information concerning the Matter. The Client agrees to timely provide full and complete information requested by counsel in regard to the Matter. The Rules of Conduct provide that in the event the Firm and counsel are not able to adequately represent the interests of the Client as a result of incorrect or insufficient information provided by the Client, the Firm and counsel may terminate the representation in this Matter, subject to any approval required by a court or other authority.

**Internal Consultation with Counsel to the Firm.** From time to time, lawyers or others in the Firm will consult with Bricker Graydon lawyers designated as General Counsel and Associate General Counsel to the Firm ("Firm Counsel"). Such consultations with Firm Counsel can touch on ethical and other professional-conduct issues, issues involving potential claims against the Firm that arise in connection with the Firm's representation of a client, and any dispute or potential dispute between you and the Firm. As a condition of the Firm's representation, you agree that any such consultations with the Firm's Counsel are protected from disclosure, including disclosure to you, by the attorney-client privilege, to the extent permitted by law.

**Resolving Disagreements.** We hope that no disagreements ever arise concerning any aspect of our professional relationship. If there is a dispute concerning our fees, services, or relationship, we



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encourage prompt conversations with the attorney you are working with to resolve any disagreement. If the issue is not resolved satisfactorily, we urge you to discuss your concerns with either Firm Counsel, Quintin Lindsmith (direct dial: 614-227-8802) or Stephen Smith (direct dial: 859-578-3070).

**Conclusion of Representation.** Either party may terminate the engagement before the Matter is concluded, at any time and for any reason, by written notice. The Firm's right to terminate the engagement is subject to the applicable Rules of Conduct. Upon your authorization, we will provide the "Client File" to successor counsel selected by you. Client Files include such things as third-party communications, communications with counsel, transactional documents, documents received from other parties, documents received from the Client, public filings, and the like. Client Files do not include Firm Files, described below. If permission to withdraw is required by a court or other authority, you agree to cooperate with such application for withdrawal and to engage successor counsel to represent you.

Client Files will also be provided to the Client upon written request, although such request must be made within 5 years of termination. We reserve the right to securely destroy or dispose of the Client Files 5 years after the termination of our representation, unless earlier notice is provided to you.

The Firm's files pertaining to the Matter will be retained by the Firm after termination. These "Firm Files" include such things as Firm administrative records, time and expense reports, personnel and staffing materials, and credit and accounting records; and internal lawyers' work product such as drafts, notes, internal memoranda, and legal and factual research, including investigative reports, prepared by or for the internal use of lawyers. For various reasons, including the minimization of unnecessary storage expenses, we reserve the right to destroy or otherwise dispose of any such Firm Files within a reasonable time after the termination of the engagement.

Following termination of our services, we may ask if you desire your papers and property returned to you ("Client Property"). If you do not respond requesting the return of your papers and property, you agree we may, upon reasonable notice to you, dispose of such Client Property.

After completion of the Matter, changes in the law may occur, and those changes may impact your future rights and liabilities. Unless you engage us after completion of the Matter to provide additional advice, the Firm will have no continuing obligation to advise you with respect to future legal developments.

Unless previously terminated, Bricker Graydon's representation of the Client will terminate upon the earlier of a written confirmation of completion, or sending you our final statement for services rendered in the Matter.

# Resolution

Number 25-0020

Adopted Date January 14, 2025

APPROVING AN ADMINISTRATIVE SERVICE AGREEMENT WITH CHARD, SNYDER & ASSOCIATES LLC FOR THIRD PARTY ADMINISTRATION SERVICES OF SECTION 125 FLEXIBLE BENEFITS CAFETERIA PLAN AND SECTION 105 HEALTH REIMBURSEMENT ARRANGEMENT PLAN EFFECTIVE JANUARY 1, 2025

WHEREAS, the Board of County Commissioners utilize Chard, Snyder & Associates LLC for third party administration services of the Section 125 Flexible Benefits Cafeteria Plan and Section 105 Health Reimbursement Arrangement Plan; and

WHEREAS, it is the desire of the Board to continue administrative services with Chard, Snyder & Associates for the administration of these Plans.

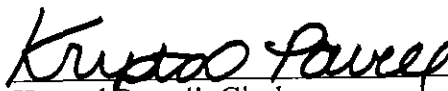
NOW THEREFORE BE IT RESOLVED, to approve the Administrative Service Agreement with Chard, Snyder & Associates, LLC for services related to the Section 125 Cafeteria Plan and Section 105 Health Reimbursement Arrangement Plan for period effective January 1, 2025 through December 31, 2025; Service Agreement attached hereto and made a part hereof

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

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

Resolution adopted this 14<sup>th</sup> day of January 2025.

BOARD OF COUNTY COMMISSIONERS

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

HR/

cc: c/a—Chard Snyder & Associates, LLC  
HUB International  
Tammy Whitaker, OMB  
Benefits File

# THIRD PARTY ADMINISTRATOR ADMINISTRATIVE SERVICE AGREEMENT S125 FLEXIBLE BENEFITS CAFETERIA PLAN

## WARREN COUNTY BOARD OF COUNTY COMMISSIONERS

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### 1. Introduction

➤ **TPA Service Statement**

Chard, Snyder & Associates, LLC provides TPA expertise to plan sponsors for the alleviation of administrative requirements related to qualified and non-qualified employee benefit plans under current laws and regulations.

➤ **Administrative Agreement Description**

The following agreement outlines applicable services and fees offered by Chard, Snyder & Associates, LLC for the implementation and administration of a Section 125 Flexible Benefits Cafeteria Plan. Request for services must be authorized by execution of this agreement by Warren County Board of County Commissioners ("Plan Sponsor" or "Employer") and Chard, Snyder & Associates, LLC ("TPA").

### 2. TPA Service Package Synopsis

➤ **Services Offered**

TPA will provide the services described in Schedule A. These services will be based upon information supplied by the Plan Sponsor and its Participants. The TPA shall perform services for each Participant in the order work is received.

➤ **Services Unavailable**

TPA will not provide the following services:

- Legal services such as Plan drafting and/or legal counsel;
- Services required of the ERISA Plan Administrator as "defined in the Plan";
- Services pertaining to COBRA Administration as "defined in the Plan" unless the Plan Sponsor has signed a full or FSA-only COBRA Administrative Agreement for the TPA

### 3. Plan Sponsor Responsibilities

The Plan Sponsor shall be responsible for the following activities associated with the setup, administration and implementation of a Section 125 Flexible Benefits Cafeteria Plan:

- Provide the TPA with any information deemed necessary, including, but not limited to, employee census records, Plan Year enrollment data, checking account and bank-related information relating to the Plan, and changes in employment status and/or contributions of Plan Participants. The TPA relies on the accuracy of the information furnished by the Plan Sponsor or the Plan Sponsor's advisors. The TPA will not be responsible for errors due to reliance upon information provided by the Plan Sponsor. Corrections of such errors, and information not provided in a compatible electronic format may cause extraordinary labor charges and may be subject to a billable rate of \$50.00 per hour;
- Provide Payroll Contribution Reporting to TPA each pay period in order for TPA to post participant contribution amounts to participant accounts each pay period and for the Plan Sponsor to verify and report to TPA participant status such as active or termination and contribution amount changes. For Eligible Plans that set up Recurring Contribution Reporting, Plan Sponsor will provide a Payroll Contribution Report as of the first payroll at the beginning of the plan year. The TPA will then automatically post recurring contributions to the Plan each pay period throughout the remainder of the plan year on behalf of the Plan Sponsor. Plan Sponsors that set up Recurring Contribution Reporting will be responsible for reporting to TPA participant changes such as status changes and contribution amount changes. TPA will process contributions to the Plan based on the Recurring Contribution Report received for the first payroll each pay period and treat all participants as active unless otherwise notified by the Plan Sponsor.
- Payment of validated claims made pursuant to the Plan;
- Payment of expenses incidental to the Plan, except for expenses specifically assumed by the TPA in this Agreement;
- Delegation of the responsibilities of ERISA Plan Administration;
- Delegation of the responsibilities of COBRA Plan Administration;

- Timely and accurate filing of requisite reports. Most reports subject to penalty for late filing;
- Compliance to Plan regulations under S125 of the Internal Revenue Code, as amended.

#### 4. TPA Account Funding and Payment

TPA will operate an account to pay claims approved by Plan Sponsor (the "TPA's Account"). Plan Sponsor authorizes TPA to pay approved claims by checks issued from the TPA's Account, or ACH transfers issued from the TPA's Account, and payable to corresponding Plan participants. The Plan Sponsor shall enter into such agreements and provide instructions to its bank as are necessary to implement this section of the Agreement.

Funding for any payment approved to pay claims under the Plan is the sole responsibility of the Plan Sponsor, and the Plan Sponsor agrees to accept liability for, and provide sufficient funds to satisfy, all payments to Participants under the Plan. If the Plan Sponsor does not satisfy the requirements set forth herein in a timely fashion, the TPA reserves the right to suspend its services until such obligations are met.

If the Plan Sponsor has chosen the weekly funding option, the following shall apply: (1) at least one week prior to the date on which TPA first provides the Services, Plan Sponsor will make a deposit into the TPA's Account in an amount equal to 5% of the expected annual elections; and (2) deposits into the TPA's Account will be processed as selected by the Plan Sponsor in the implementation papers regarding commencement of the services under this Agreement. If the Plan Sponsor has chosen the daily funding option, the following shall apply: (1) Plan Sponsor will deposit funds into the TPA Account to cover benefit claims incurred by Plan participants on a daily basis; (2) such daily deposit shall be processed in an amount equal to the total benefit claims approved for reimbursement during that day; and (3) TPA will notify the Plan Sponsor as of the closing of operations the total amount of claims pending to be reimbursed processed during that working day. Please refer to the Plan's implementation papers for additional fund processing details.

TPA shall have sole authority to provide whatever notifications, instructions or directions as may be necessary to accomplish the disbursement of such Plan Sponsor funds to pay for approved claims. TPA is merely a collections agent for the Plan Sponsor and any funds collected belong to the Plan Sponsor (and not to TPA or the Plan). Plan Sponsor agrees to sufficiently fund the bank account from which funds will be transferred to TPA, remove any filters to prevent TPA from conducting an ACH Pull, and monitor its balance to prevent overdraft.

**Notwithstanding the preceding, Plan Sponsor and TPA agree that funds submitted by Plan Sponsor in accordance with the terms specific in this section are general assets of Plan Sponsor and not "Plan assets" as defined in the Employee Retirement Income Security Act of 1974 ("ERISA") and regulations thereunder. Plan Sponsor warrants that funds transferred to TPA in accordance with the terms specified in this section are not deposited in an account, fund, or trust under the name of the Plan. As of the termination of this Agreement, TPA agrees to return to Plan Sponsor any unused funds after all Plan claims pending to be reimbursed are paid to Plan participants and after all invoices for services rendered by TPA are paid in full by Plan Sponsor.**

#### 5. Reports and Data, Ownership

All reports, data, and Plan-related information shall remain the sole property of the Plan Sponsor. The TPA will provide the Plan Sponsor with any requested information using the electronic or printed format as used by the TPA for administration procedures.

#### 6. Terms of this Agreement

##### ➤ Willful Execution and Termination

This Agreement will be in effect beginning the date the Plan Sponsor and the TPA (the Parties of this Agreement) provide written execution and will end upon termination. Either Party may terminate this Agreement as of the first day of any Plan Year by providing a 30 (thirty) day prior written notice. Either Party may terminate this Agreement during the Plan Year if the other Party has materially breached this Agreement. In that case, the breaching Party will have 30 (thirty) days to correct the breach. If the breaching Party does not correct the breach within that time, the non-breaching Party will have the right to terminate the Agreement. If TPA is the breaching Party and does not correct the breach in accordance with this Section, then TPA agrees to waive termination fees listed in Schedule 1 that are normally applied to terminating groups.

➤ **Automatic Termination**

This Agreement shall automatically terminate as of:

- The effective date of any legislation which makes the Plan and/or this Agreement illegal; or
- The date the Plan Sponsor becomes insolvent, bankrupt, or subject to liquidation, receivership, or conservatorship; or
- The termination date of the Plan (not to be misconstrued with the end of a Plan Year), subject to any Agreement between the Parties regarding the adjudication of Plan Benefits after the Plan is terminated.

➤ **Modifications and Amendments**

This Agreement (and the attached Schedules) represents the entire Agreement between the Parties and may not be modified or amended by Plan Sponsor without written consent of TPA. TPA may amend this Agreement from time to time upon written notice to Plan Sponsor; provided, however, that if the Plan Sponsor objects to any such amendment or modification, it may exercise its termination rights under this Agreement.

➤ **Rights of Assignment**

This Agreement cannot be assigned without the other party's written consent.

## 7. Fee Schedule and Terms of Payment

➤ **Fees Statement and Guarantees**

The Plan Sponsor agrees to pay TPA appropriate fees as indicated in Schedule 1 and deemed necessary by this Agreement. Fees are based upon the scope of services to be performed. To the extent Plan Sponsor has prefunded amounts as forth Section 4 above, any undisputed TPA invoice for services rendered that remains unpaid by Plan Sponsor after 30 days of the invoice may be deducted from the TPA's Account by the TPA through an ACH Pull. The TPA reserves the right to require additional fees for extraordinary expenses which include but are not limited to multi-location groups, groups which necessitate travel expenses and/or employer-requested materials and services in addition to what is provided with this Agreement. Prior notification will be given, if applicable. The fees stated in this agreement are guaranteed for a period of 12 months, commencing on the date of this agreement, and are not subject to change.

➤ **Fee Frequency**

The TPA will provide billing for services as follows:

- Plan Document Fees and Installation and Implementation Fees will be billed at or before the first month of the Plan Year;
- Base Annual Fee will be billed at or before the first month of the Plan Year;
- Monthly Administrative Fees for services incurred will be calculated and billed at the end of each Plan Month;
- Termination Fees for services will be billed at time of Plan Termination;
- Additional Fees for extraordinary expenses as described in the Fee Statement will be billed in accordance with services incurred.

➤ **Payment Requirements**

The TPA provides the following payment requirements for the administration of a Section 125 Flexible Benefits Cafeteria Plan:

- Monthly Administrative Fees shall be based on number of Participants. Participants are defined as all eligible employees who have submitted an election form (or other conveyance of enrollment as deemed by the Plan Sponsor) expressing intent to participate in the Plan's Flexible Spending Accounts. The Participant count obtained from results of the enrollment process shall be commensurate of the regular monthly Administrative Fee for the entire Plan Year. Additional consideration will be given for mergers, spin-offs, acquisitions, partial terminations (layoffs) and high enrollment periods throughout the Plan Year. Any Participant who elects participation in both the Medical Spending Account and the Dependent Care Reimbursement Account will be counted as one Participant.
- Amounts outstanding over 60 (sixty) days will be considered delinquent. Failure to make timely payments can and will result in work being stopped.

## 8. Statement of Disclosure

The services provided in this engagement are not designed for the disclosure of errors, fraud, and / or illegal acts that may exist, nor can they be relied on for such disclosure. In addition, the TPA has no responsibility to

identify and communicate significant deficiencies or material weaknesses in the Plan Sponsor's internal control as part of this engagement.

## 9. Consequential Damages, Limitation of Liability

### ➤ Consequential Damages

Notwithstanding anything in this agreement to the contrary, TPA will not be liable to the Plan Sponsor for any special, indirect, incidental, consequential or similar damages, including lost revenue, lost profits and lost or damaged data, even if TPA was advised of the possibility of such damages.

### ➤ Limitation of Liability

Notwithstanding anything in this agreement to the contrary, in no event will TPA's aggregate liability under this Agreement for all damages permitted under this Agreement exceed the annual service fee paid by the Plan Sponsor to TPA during the 12 months before TPA receives written notice of the first damages claim. This limitation on TPA's liability for permitted damages will not apply to permitted damages caused by TPA's fraud, gross negligence or willful misconduct.

## 11. Waiver of Class Action

If, during the term of this Agreement, a dispute, claim, or controversy arises out of or relates to the performance of this Agreement or its termination, the parties agree to work together in good faith to resolve such dispute, claim, or controversy.

### ➤ Waiver of Class Action

Each Party may bring claims against the other only in its individual capacity and not as a plaintiff, representative or named Party in any putative class or representative proceeding. The arbitrator will have no authority to arbitrate a class, collective, representative or group claim/action and will have no authority to make any determination as to the enforceability of this Agreement's class/collective action waiver. Further, unless the Plan Sponsor and TPA agree otherwise, the arbitrator will have no authority to consolidate the Plan Sponsor's claims with any other claims and may not otherwise preside over any form of a class or representative proceeding.

**SCHEDULE A,  
TPA ADMINISTRATIVE SERVICES  
\$125 FLEXIBLE BENEFITS CAFETERIA PLAN**

TPA will provide the following administrative services checked below on a recurrent basis for the fees quoted in this Agreement:

**Section 125 Flexible Benefits Cafeteria Plan Design and Document Services**

We will furnish a prototype Flexible Benefit Plan document and necessary forms for adoption of the Plan by the Corporation. If applicable, the TPA will ensure that the documents comply with the privacy rules under HIPAA. These documents are only specimens and may be reviewed by the Plan Sponsor's attorney or tax advisor at their discretion. TPA will not normally revise Plan documents except for the creation of amendments or restatements as required by Plan design changes. If requested and approved, TPA will make reasonable changes to the prototype at billable rate of \$50.00 per hour. Midyear Plan amendments and restatements will be billed in accordance with Schedule 1 attached.

**Section 125 Flexible Benefits Cafeteria Plan Installation and Implementation Services**

Services to include setup of Plan in Administration database, development and setup of all appropriate communication requirements, and all applicable services related to the preparing of an enrollment-ready group. All materials required for the setup and implementation of the Plan will be provided by the TPA according to fees described in Schedule 1.

**Section 125 Flexible Benefits Cafeteria Plan Enrollment Services**

TPA is dedicated to providing education-driven enrollment campaigns. Fees for services will be charged in accordance with Schedule 1. Following are the services available for the enhancement of the Plan Sponsor's enrollment campaign:

- Group Meetings
  - o Power Point presentation conducted by the TPA
  - o Web seminars for remote locations
- Benefits Fair
  - o Promotional Giveaways and Brochures, Question and Answer Session
- Enrollment Materials for Eligible Employees
  - o Standard Enrollment Materials
  - o Customized Enrollment Materials (additional charge for materials, printing, time and labor)
  - o Online Enrollment

**Section 125 Flexible Benefits Cafeteria Plan Administration Services**

The Plan will be reviewed annually by the TPA to ensure that it complies with the various non-discrimination requirements specified by the Internal Revenue Code and IRS regulations. The TPA will also provide a completed, signature-ready Form 5500 for each Plan Year it is represented; and other government forms for Health FSA when applicable. Actual filing will remain the responsibility of the Plan Sponsor. All administration, accounting, and reimbursement checks from the Flexible Tax Savings Accounts will be handled by the TPA. This includes timely notice of salary reductions of employees' pay and making all determinations about the suitability of enrollment data, requests for reimbursement and requests for Change in Family Status. Following are the Plan Administration services provided by the TPA:

- Issue reimbursements (according to frequency indicated on Schedule 1)
- Provide entry of claims submitted by Participants
- Online Account access, including claim status, claim preparation and account balances
- Provide payment register for check/direct deposit processing and auto debit services
- Online Quarterly Employee Statements (Participants must provide email to receive statements)
- Provide on-demand online reporting for Plan Sponsor
- Optional debit card program offered in accordance with Schedule 1 attached
- Plan Year close-out reporting and Health FSA 5500 preparation, when applicable
- Conduct Annual Non-Discrimination Testing.

**SCHEDULE 1,  
TPA ADMINISTRATIVE CHARGES  
\$125 FLEXIBLE BENEFITS CAFETERIA PLAN**

- **Administration Fees**
  - Annual Renewal Fee: ..... \$400.00
  - Administration Fee (Per Participant Per Month):
    - Tri-Weekly Reimbursements (includes global debit card)..... \$5.75 (Minimum: \$150.00 monthly)
  - Midyear Termination Fee:..... Administration fee thru runout period
  - Plan Year End Termination Fee:..... Administration fee thru runout period

**ADDITIONAL ADMINISTRATION SERVICES AND FEE DETAIL**

- **Plan Design & Document Services**
  - Renewal Plan Document Amendments/Restatements: ..... Included
  - Midyear or IRS Mandated Plan Document Amendments/Restatements:..... \$250.00
- **Plan Enrollment Services<sup>1</sup>**
  - Employee Meetings/Fairs/Webinars/Videos (options may vary):..... Included
    - Travel, lodging, meal expenses for employee meetings/fairs: ..... At Cost
  - Enrollment Materials:
    - Standard enrollment materials (options may vary): ..... Included
    - Customized enrollment materials: ..... At Cost
    - Online enrollment: ..... Included
    - Paper enrollment: ..... At Current Rates
- **Plan Administration Services**
  - Reimbursement payments to home address (based on reimbursement frequency):..... Included
  - On-line Quarterly Employee Statements by email:..... Included
  - On-Demand On-line Reporting to Employer:..... Included
  - Plan Year End Closeout Report: ..... Included
  - Non-Discrimination Testing: ..... Included
  - Direct Deposit Installation and Setup:
    - Data entry of Employee bank account information: ..... Included
    - ACH electronic transfers and Report Preparation  
(for Employer's and Employees' designated accounts): ..... Included
    - Direct deposit application forms (for participants): ..... Included
  - Debit Card Transaction Reports to Employer (if have debit card option):..... Included
- **Optional 2.5 Month Grace Period Fees**
  - 2.5 Month Grace Period Fee (Per Participant Per Month): ..... \$0.50

<sup>1</sup> All Plan Enrollment Services listed may be subject to change(s) or modification(s) within Ascensus's sole discretion at any time during the Plan year without notice. As used above, "at cost" shall mean the actual cost paid by Ascensus without any mark-up to Client.



**PLAN EXECUTION  
SECTION 125 FLEXIBLE BENEFITS CAFETERIA PLAN**

Employer: Warren County Board of County Commissioners

Address: 406 Justice Drive  
Lebanon, OH 45036

Agreement Effective: 01/01/2025 - 12/31/2025

Subsequent Plan Years: 01/01 - 12/31  
Month/Day - Month/Day

On behalf of the above Plan, the undersigned authorized Plan Representative hereby requests the specific services outlined in this S125 Flexible Benefits Cafeteria Plan Agreement.

Signed On January 14, 2025

Signature *[Handwritten Signature]*

Printed Name Tom Grossmann, President

This Agreement is not effective until properly countersigned by an authorized representative of TPA:

TPA: Chard, Snyder & Associates, LLC

Address: PO Box 249  
Fort Washington, PA 19034-9998

Signature *[Handwritten Signature]*

Date 01/01/2025

*Approval as to Form,  
Adm M. Nice 1/10/25  
Adm M. Nice, A.P.A.*



## Notification of Renewal Rates

Employer Name: Warren County Government  
 Effective Date: 01/01/2025  
 Plan: S125 Flexible Benefits Cafeteria Plan (FSA)

Thank you for your continued confidence in our administrative services. Below is a summary of your upcoming plan year's renewal rates.

We are dedicated to providing our clients with excellent service at a reasonable and competitive price. The rates listed on this document are a summary of some fees listed in your Administrative Agreement. For complete rate details and additional option fees, please refer to your Administrative Agreement. If there are any discrepancies between this summary and what is stated in the Administrative Agreement, the Administrative Agreement will prevail.

We look forward to providing your employees with excellent service during your upcoming plan year. Please feel free to contact your account manager with any questions you may have.

	Current Pricing	New Pricing
Annual Renewal Fee	\$400.00	\$400.00
Administration Fee (Per Participant Per Month)	\$5.75 (Minimum: \$100.00)	\$5.75 (Minimum: \$150.00)
Debit Card Fee* (If applicable)	Included	Included

**\*Debit Card:** Global Debit Card Definition – All participants enrolled in the plan will receive a debit card.

The fees listed on this summary go through the effective date to the expiration date listed on the Administrative Agreement.

# Resolution

Number 25-0021

Adopted Date January 14, 2025

AUTHORIZING AMENDMENT TO THE SUMMARY PLAN DESCRIPTION MAINTAINED BY UNITED HEALTHCARE FOR THE WARREN COUNTY MEDICAL PLAN IN AREAS PERTAINING TO THE PRESCRIPTION PLAN AND COVERAGE ADMINISTERED BY EVO ARORX EFFECTIVE JANUARY 1, 2025

WHEREAS, due to a change in prescription carriers from OptumRx to EVO ARORx effective January 1, 2025, an amendment is needed to the Summary Plan Description maintained by United Healthcare in areas relative to prescription coverage.

NOW THEREFORE BE IT RESOLVED, to authorize amendment to the Summary Plan Description maintained by United Healthcare in areas relative to prescription coverage effective January 1, 2025; Amendment attached hereto and made a part hereof.

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

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

Resolution adopted this 14<sup>th</sup> day of January 2025.

BOARD OF COUNTY COMMISSIONERS

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

HR/

cc: c/a—EVO ARORx  
Alison Ruehlmann, HUB International  
United Healthcare  
Tammy Whitaker, OMB  
Benefits File

TO: Warren County Board of Commissioners

## AMENDMENT TO THE HEALTH AND WELFARE BENEFITS PLAN

IT IS UNDERSTOOD AND AGREED THAT THE FOLLOWING MODIFICATIONS SHALL BE MADE:

1. In the benefits section of the Plan document, the **SCHEDULE OF PRESCRIPTION DRUG BENEFITS** will be deleted in its entirety. In its place, the following new schedule will be added:

### SCHEDULE OF PRESCRIPTION DRUG BENEFITS

#### Important Notes for Eligible Prescription Drug

1. As used in this Schedule of Benefits, the term "Rx Formulary Tier 1" generally means a category of prescription drugs that includes most generic drugs and may include some low-cost brand-name drugs. The term "Rx Formulary Tier 2" means a category of prescription drugs that includes preferred brand-name drugs and may include some high-cost generic drugs. The term "Rx Formulary Tier 3" means a category of prescription drugs that generally includes all non-preferred drugs. For additional information about the coverage status and Rx Formulary Tier category of a drug, as well as any quantity/age limits or prior authorization requirements that may apply, the Covered Person can contact ARORx at 833-306-4092.

2. All specialty drugs and drugs identified on the ARORx high-cost drug formulary list are excluded. If member is determined by ARORx to be ineligible for an alternative sourcing program through the drug's manufacturer, ARORx will source medication for member through direct sourcing with ARORx's contracted direct source pharmacies. Contact ARORx at 833-306-4092 for high-cost drug formulary list.

3. "Dispense as Written" (DAW): No penalty will apply when a physician requests the brand as medically necessary.

4. In accordance with applicable law, the Plan provides coverage for certain preventive care medications without any cost-sharing provisions such as medical Deductibles or prescription drug co-payments. Preventive care medications include, but are not limited to, certain FDA-approved contraceptive agents, certain smoking cessation intervention products when prescribed by a Physician, and breast cancer medications that lower the risk of cancer or slow its development. For more information about eligible preventive care medications, Covered Persons can contact ARORx at 833-306-4092 at the telephone number on the health plan identification card.

5. Certain immunizations administered at a pharmacy within the designated network, including any injection/administration fees charged by the pharmacy, will be covered by the Plan through the Prescription Drug Card Program at 100% (no prescription drug

### Important Notes for Eligible Prescription Drugs

co-payment or medical Deductible will be applied). Covered Persons can contact ARORx for more information on how to find a pharmacy within the designated network that administers these immunizations.

### Schedule of Prescription Drug Benefits: HSA/Base

#### Prescription Drug Co-Payments

Retail Prescription Drug Card Program Co-Payments (30-Day Supply)

A Covered Person may fill a prescription for up to and including a 30-day supply for the co-payment amounts shown. If a prescribing Physician requests more than a 30-day supply of a drug, an 84- to 90-day supply of a covered prescribed maintenance medication can be purchased at a participating pharmacy for the applicable Mail Service Program co-payment specified below.

Mail Service Program Co-Payments (90-Day Supply)

\$10 after deductible /Rx Formulary Tier 1 drug,  
\$35 after deductible /Rx Formulary Tier 2 drug,  
\$50 after deductible /Rx Formulary Tier 3 drug,

All specialty drugs and drugs identified on the ARORx high-cost drug formulary list are excluded. If member is determined by ARORx to be ineligible for an alternative sourcing program through the drug's manufacturer, ARORx will source medication for member through direct sourcing with ARORx's contracted direct source pharmacies. Contact ARORx at 833-306-4092 for high-cost drug formulary list

\$25 after deductible /Rx Formulary Tier 1 drug,  
\$87.50 after deductible /Rx Formulary Tier 2 drug,  
\$125 after deductible /Rx Formulary Tier 3 drug,

All specialty drugs and drugs identified on the ARORx high-cost drug formulary list are excluded. If member is determined by ARORx to be ineligible for an alternative sourcing program through the drug's manufacturer, ARORx will source medication for member through direct sourcing with ARORx's contracted direct source pharmacies. Contact ARORx at 833-306-4092 for high-cost drug formulary list

Schedule of Prescription Drug Benefits: HSA Buy-Up

Prescription Drug Co-Payments

Retail Prescription Drug Card Program Co-Payments (30-Day Supply)

A Covered Person may fill a prescription for up to and including a 30-day supply for the co-payment amounts shown. If a prescribing Physician requests more than a 30-day supply of a drug, an 84- to 90-day supply of a covered prescribed maintenance medication can be purchased at a participating pharmacy for the applicable Mail Service Program co-payment specified below.

Mail Service Program Co-Payments (90-Day Supply)

\$10 after deductible /Rx Formulary Tier 1 drug,  
\$35 after deductible /Rx Formulary Tier 2 drug,  
\$50 after deductible /Rx Formulary Tier 3 drug,

All specialty drugs and drugs identified on the ARORx high-cost drug formulary list are excluded. If member is determined by ARORx to be ineligible for an alternative sourcing program through the drug's manufacturer, ARORx will source medication for member through direct sourcing with ARORx's contracted direct source pharmacies. Contact ARORx at 833-306-4092 for high-cost drug formulary list

\$25 after deductible /Rx Formulary Tier 1 drug,  
\$87.50 after deductible /Rx Formulary Tier 2 drug,  
\$125 after deductible /Rx Formulary Tier 3 drug,

All specialty drugs and drugs identified on the ARORx high-cost drug formulary list are excluded. If member is determined by ARORx to be ineligible for an alternative sourcing program through the drug's manufacturer, ARORx will source medication for member through direct sourcing with ARORx's contracted direct source pharmacies. Contact ARORx at 833-306-4092 for high-cost drug formulary list

**Schedule of Prescription Drug Benefits: HRA**

**Prescription Drug Co-Payments**

Retail Prescription Drug Card Program Co-Payments (30-Day Supply)

A Covered Person may fill a prescription for up to and including a 30-day supply for the co-payment amounts shown. If a prescribing Physician requests more than a 30-day supply of a drug, an 84- to 90-day supply of a covered prescribed maintenance medication can be purchased at a participating pharmacy for the applicable Mail Service Program co-payment specified below.

Mail Service Program Co-Payments (90-Day Supply)

\$10 after deductible /Rx Formulary Tier 1 drug,  
\$35 after deductible /Rx Formulary Tier 2 drug,  
\$50 after deductible /Rx Formulary Tier 3 drug,

All specialty drugs and drugs identified on the ARORx high-cost drug formulary list are excluded. If member is determined by ARORx to be ineligible for an alternative sourcing program through the drug's manufacturer, ARORx will source medication for member through direct sourcing with ARORx's contracted direct source pharmacies. Contact ARORx at 833-306-4092 for high-cost drug formulary list

\$25 after deductible /Rx Formulary Tier 1 drug,  
\$87.50 after deductible /Rx Formulary Tier 2 drug,  
\$125 after deductible /Rx Formulary Tier 3 drug,

All specialty drugs and drugs identified on the ARORx high-cost drug formulary list are excluded. If member is determined by ARORx to be ineligible for an alternative sourcing program through the drug's manufacturer, ARORx will source medication for member through direct sourcing with ARORx's contracted direct source pharmacies. Contact ARORx at 833-306-4092 for high-cost drug formulary list

2. The **PRESCRIPTION DRUG BENEFIT** section of the Plan document will be deleted in its entirety. In its place, the following new section will be added:

**PRESCRIPTION DRUG BENEFIT**

***HIGH-COST PRESCRIPTION DRUG COVERAGE PROVISION***

All specialty drugs and drugs identified on the ARORx high-cost drug formulary list are excluded. If member is determined by ARORx to be ineligible for an alternative sourcing program through the drug's manufacturer, ARORx will source medication for member through direct sourcing with ARORx's contracted direct source pharmacies. Contact ARORx at 833-306-4092 for high-cost drug formulary list.

## ***PRESCRIPTION DRUG CARD PROGRAM***

Except as otherwise noted, charges are covered under this benefit for eligible drugs that are prescribed in writing by a Physician, Physician's Assistant, or Nurse Practitioner within the legally appointed scope of his/her license. Benefits are paid in excess of the co-payment per prescription listed in the Schedule of Benefits. If the Plan Administrator has issued an identification card for prescription drug benefits, the Covered Person must either destroy that card or surrender it to the Plan Administrator when his or her coverage terminates. The Plan limits coverage for prescription drugs for up to and including a 30-day supply (or up to and including a 90-day supply for certain maintenance drugs as determined by the Plan.

If an eligible prescription is filled at a pharmacy within the designated network, the Covered Person will be responsible only for the co-payment amount when purchasing the drug. If an eligible prescription is a) purchased at a pharmacy that is not within the designated network, or b) purchased at a pharmacy within the designated network without showing the proper coverage identification card, the Covered Person must pay the purchase price in full and then must submit the expense, with a completed prescription drug reimbursement claim form, directly to the Pharmacy Benefit Manager (PBM) EVO for processing.

Claims for prescription drugs must include the name of the prescribed medication, the patient's full name, the date that services were rendered or purchases made, and the cost per item. Reimbursement will be made at the maximum allowable charge determined by the PBM. The amount you receive may be less than the difference between the purchase price and the co-payment amount.

## ***MAIL SERVICE PROGRAM***

Except as otherwise noted, charges are covered under this benefit for eligible drugs that are provided through the Mail Service Program and that are prescribed in writing by a Physician, Physician's Assistant, or Nurse Practitioner within the legally appointed scope of his/her license. Each prescription purchase is subject to the co-payment stated in the Schedule of Benefits. The Mail Service Program is specifically designed to provide the Covered Person with maintenance drugs for up to and including a 90-day supply.

## ***COVERED PRODUCTS***

- ♦ Compounded medications
- ♦ Contraceptives (all FDA-approved methods designated as covered by the PBM, including emergency kits, but excluding abortifacient agents)
- ♦ Diabetic supplies designated as covered by the Plan
- ♦ Federal legend drugs (unless specifically designated as excluded by the Plan)
- ♦ Immunizations designated as covered by the Plan (e.g., flu shots)
- ♦ Injectables, self-administered (unless specifically designated as excluded by the Plan; coverage for certain products may be limited based on cost)



- ♦ Products and medications listed as covered under the Prescription Agreement between the Employer and the PBM
- ♦ Smoking cessation products
- ♦ Weight loss drugs; limited coverage

### ***EXCLUDED PRODUCTS***

- ♦ Cosmetic drugs (unless specifically designated as covered by the Plan)
- ♦ Infertility drugs
- ♦ Injectables, office-based (unless specifically designated as covered by the Plan)
- ♦ Medical devices or appliances (unless specifically designated as covered by the Plan)
- ♦ Over-the-counter products (unless specifically designated as covered by the Plan)

### ***PRODUCT LIMITATIONS***

Quantity limits, or other coverage limitations may apply to some drugs. To obtain more information about the Plan's prescription drug benefit, including information about the coverage status or the co-payment amount applicable to a particular drug, the Covered Person can call ARORx at 833-306-4092.

### ***PREVENTIVE PRODUCTS***

In accordance with the requirements of applicable law, the Plan provides coverage for certain preventive care medications without any cost-sharing provisions such as Deductibles or co-payments. For more information about eligible preventive care medications, Covered Persons can contact ARORx at 833-306-4092. In the event a conflict arises between this provision and the information stated under the Excluded Products subsection above, the terms of this provision will rule.

### ***APPEALS PROCESS***

Any active Evo member, health care provider, or pharmacy may request an appeal after a coverage determination or prior authorization has been denied. The appeal must reach Evo no later than 180 days after receipt of the adverse determination. It must include reasons for the disagreement with the original decision, as well as any pertinent new information.

- ♦ For expedited, urgent appeals, best efforts are made to review submissions within 24 hours of receipt and written confirmation is sent to the member and prescriber within 72 hours.
- ♦ Standard, non-urgent appeals are reviewed within 30 calendar days from the appeal date.
- ♦ If the original determination is upheld, the written notification will

include the principal reason(s) and information on how to file an external appeal.

- ♦ If the determination is overturned, Evo will notify the member and prescriber in writing and enter an override in our system.

Please note that all denials where an appeal may arise are either based on medical criteria for coverage inclusions and exclusions established by the Plan or on approved FDA indications. The appeal may be forwarded to the Plan Administrator for review and determination. A request is deemed urgent when the prescriber believes the member's health, life, or ability to regain maximum function may be seriously jeopardized under the standard review timeframe.

To request an appeal, complete the appeal form and submit it to Evo by email or fax. Alternately, you have the option to complete a secure webform on our website.

Attn: Evo First Appeals

Email: [appeal@evofirst.com](mailto:appeal@evofirst.com)

Fax: 844-386-0001

Online: [www.evofirst.com/appeal](http://www.evofirst.com/appeal)

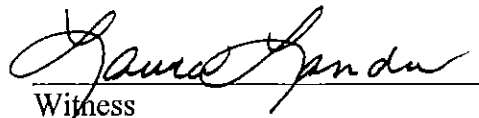
To help us resolve the dispute, we'll need:

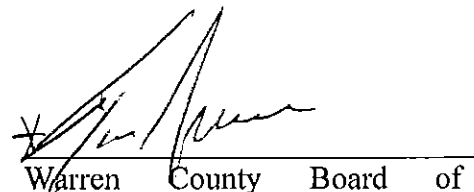
- ♦ A completed appeal form
- ♦ The reasons why you disagree with the original determination
- ♦ Supporting documents such as medication history, diagnostic workup, lab results, chart notes, etc.

All other provisions of the Plan shall remain in effect and unchanged.

IN WITNESS WHEREOF, the undersigned has caused this amendment to be duly adopted and effective as of January 1, 2025

1/14/25  
Date (Mandatory)

  
Witness

  
Warren County Board of  
Commissioners  
(Authorized Representative)

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

# Resolution

Number 25-0022

Adopted Date January 14, 2025

**ENTERING INTO A PROFESSIONAL SERVICE CONTRACT WITH CLINTON COUNTY  
RELATIVE TO BUILDING INSPECTION SERVICES**

BE IT RESOLVED, to enter into a professional service contract with Clinton County for the purpose of Warren County providing building inspection services, plan review and Building Official services on behalf of Clinton County; copy of said contract is attached hereto and made a part hereof.

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

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

Resolution adopted this 14<sup>th</sup> day of January 2025.

BOARD OF COUNTY COMMISSIONERS

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

cc: c/a—Clinton County  
Building Department (file)

**Professional Services Contract for Building Code Enforcement  
between Clinton County, Ohio  
and Warren County Board of Commissioners**

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This Professional Services Contract (the Agreement) is made by and between CLINTON COUNTY, Ohio whose mailing address is 111 South Nelson Avenue, Suite #8, Wilmington, Ohio 45177 ("CLINTON COUNTY") and the WARREN COUNTY BOARD OF COMMISSIONERS, an Ohio county and political subdivision, whose mailing address is 406 Justice Drive, Lebanon, Ohio 45036 (the "COUNTY"):

1. **Professional Services:** The COUNTY agrees to perform professional services as outlined in Appendix A (Scope of Services) attached hereto and made a part hereof.
2. **Terms:** The performance of professional services by the COUNTY shall commence upon execution of this Agreement by both parties. All terms of the Agreement shall remain in force and effect unless and until such time that either party terminates the Agreement as provided in Section 7.6 hereinafter. *ws*
3. **Compensation:** CLINTON COUNTY agrees to compensate COUNTY in accordance with the terms and conditions set forth in Appendix B (Compensation).
4. **Responsibilities of CLINTON COUNTY:** If the services performed by the COUNTY are dependent upon CLINTON COUNTY furnishing data or other information to the COUNTY, all such data, information, reports, and other material as are existing, available, and necessary for the carrying out of the work shall be furnished to the COUNTY without charge by CLINTON COUNTY, and CLINTON COUNTY shall cooperate with the COUNTY in every way possible in carrying out the professional services.
5. **Personnel:** The COUNTY represents that it currently employs all personnel required in performing the services under the Agreement. Such personnel shall not be deemed employees of, or have any personal contractual or agency relationship with, CLINTON COUNTY.
6. **Insurance:** CLINTON COUNTY shall provide COUNTY with a Certificate of Insurance (or other documentation satisfactory to the COUNTY) that CLINTON COUNTY has in effect, without interruption, during the term of this Agreement, a policy of general commercial liability insurance or the equivalent thereof that names the COUNTY and its elected officials and employees as additional insureds relating to the scope of services of this Agreement. The Certificate of Insurance shall further require the COUNTY be given advance notice at the address in the introductory paragraph in the event of termination of such policy during the term of this Agreement. CLINTON COUNTY'S insurance coverage shall be the primary liability coverage and the COUNTY's self-insured pooled coverage shall be secondary. The COUNTY's is self-insured for Worker's Compensation and its employees shall be covered under the COUNTY'S worker's compensation coverage.
7. **Termination of Contract:** The Agreement may be terminated by either party, without cause, which shall be evidenced by receipt of a thirty (30) day prior written notice from the other party of its intent to terminate, and upon expiration of the thirty (30) day the Agreement shall be terminated.
8. **Waivers or Revisions:** To be valid, any waiver, amendment, or revision of any portion of this Agreement shall be in writing and shall not take effect until signed by the duly authorized representatives of both CLINTON COUNTY and the COUNTY.

9. **Computerized Records:** Upon request, and to the extent the COUNTY's software program can generate such reports, the COUNTY shall furnish CLINTON COUNTY such reports as requested pertaining to the services undertaken pursuant to this Agreement. All records produced for the purpose provided herein will remain a part of the COUNTY archives, subject to the COUNTY's records retention schedule, and shall be considered public records unless an express exception or exemption provided by state or federal law applies.
10. **Authority:** CLINTON COUNTY and the COUNTY have each authorized and directed their undersigned representative to enter into this Agreement, and any addendums thereto, by and through their respective legislative authorities in accordance with Ordinance/Resolution No. 24-1334 adopted by CLINTON COUNTY Council on December 23, 2024 and Resolution No. 25-0022 adopted by the Warren County Board of Commissioners on January 14, 2025
11. **Governing Law and Venue.** This Agreement shall be construed under the laws of the State of Ohio regardless of choice of law rules. The parties irrevocably agree to the venue for any and all claims, disputes, interpretations, and litigation of any kind arising out of this Agreement or related thereto being exclusively in the Warren County, Ohio Court of Common Pleas (unless both parties mutually agree in writing to private mediation), and each party waives any right to bring or remove such matters in or to any other state or federal court. In the event any party breaches this provision, the non-breaching party shall be entitled to recover its costs and expenses, including reasonable attorney fees, to remove an action to the Warren County, Ohio Court of Common Pleas.
12. **SEVERABILITY.** In the event that any provision of this Agreement is declared or determined to be unlawful, invalid, or otherwise unenforceable, such declaration shall not affect, in any manner, the legality of the remaining provisions and each provision of the Agreement will be and is deemed to be separate and severable from each other provision.

**IN EXECUTION THEREOF,** the parties have caused this Agreement to be duly executed by their duly authorized representatives, all as of the day and year written herein as the date of execution.

**CLINTON COUNTY**

By: [Signature]  
 Name: Mike McClary  
 Title: President BOCC  
 Date: 12/23/24 # 24-1334

**Warren County Board of Commissioners**

By: [Signature]  
 Name: Tom Grassmann  
 Title: President  
 Date: 1/14/25

**APPROVED AS TO FORM:**

[Signature]  
 Prosecuting Attorney, Clinton County

12-18-24  
 Date

[Signature]  
 Assistant Warren County Prosecutor

1/7/25  
 Date

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**APPENDIX A: SCOPE OF SERVICES**

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The COUNTY shall, per the attached Agreement, perform the following professional services for CLINTON COUNTY:

**DESCRIPTION OF SERVICES**

SEE ATTACHED

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**APPENDIX B: COMPENSATION**

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The compensation for the services rendered in the attached Agreement shall be as follows:

SEE ATTACHED

## APPENDIX A

1. CLINTON COUNTY agrees that COUNTY shall exercise enforcement authority for inspections and make inspections on behalf of CLINTON COUNTY, Ohio and shall review plans and specifications. Such authority conveyed to COUNTY by this agreement shall be no more than the authority conveyed to CLINTON COUNTY, Ohio by its Building Codes and by the Ohio Revised Code Sections 3781.10 (E) (1) and (E) (2).
2. COUNTY agrees to exercise enforcement authority for inspections and plan review within CLINTON COUNTY, Ohio and to make inspections and plan review on behalf of CLINTON COUNTY, Ohio. No waiver of code requirements shall be issued by COUNTY. Inspections shall be performed on a daily basis during regular business hours except for inspections that must be performed during hours of darkness or during commercial "Shut-down" conditions. Plan review shall routinely be performed within 72 hours of receipt of plans, for 1, 2, and 3 family dwellings. Plans to be reviewed under the requirements of the Ohio building Code will routinely be reviewed within 7 to 10 business days from receipt of plans but never longer than 30 days as required by code. Failure to render services in compliance with the Ohio Building Code will result in non-payment to COUNTY. Plans are to be submitted to CLINTON COUNTY Building and Zoning Office at its address as identified above.
3. COUNTY agrees that inspectors will be available by telephone to respond to citizen queries between 7am and 8am Monday through Friday. All Inspectors and plan reviewers will maintain the relevant state certification as required by law.
4. CLINTON COUNTY has established a statutory building permit fee schedule, as enumerated in the ordinances of CLINTON COUNTY, Ohio. The fee schedule may be changed upon approval by the CLINTON COUNTY Council members. A substantial reduction in building permit fees may be cause for COUNTY to terminate the agreement. COUNTY agrees to submit any dispute regarding CLINTON COUNTY, Ohio Building code to the duly appointed Appeals Board for final decision and to accept such decision.
5. COUNTY agrees to furnish the following specific services to CLINTON COUNTY, Ohio:
  - a. Examine plans and specifications for proposed work, as required by CLINTON COUNTY, Ohio Building Code, the Ohio Residential Code and the Ohio Building Code. Such examination and plan approval pertains only in general to technical, accessibility, fire and energy code compliance. Any part which may be in violation will not be considered as being approved. Site plan and related zoning permit fees shall be reviewed and retained by CLINTON COUNTY, Ohio. COUNTY will not knowingly issue any building permit until a zoning certificate has been approved.
  - a. CLINTON COUNTY shall process all building permits and appropriate fees at their location and shall pay COUNTY based upon the agreed-upon fee as outlined in this agreement on a monthly basis.
  - b. Upon request, COUNTY will advise applicants on Code Requirements, but shall not perform design services for the completion of inadequate applications.
  - c. Perform job inspections of all work described on the application and plans, including the installation of equipment. Such services shall be provided promptly in the order received or scheduled without regard to type or extent of work, but within normal scheduling.



- d. Upon request of CLINTON COUNTY, make itself reasonably available for and shall testify in any judicial proceeding or any formal or informal dispute resolution proceeding involving issues arising from the performance of the services herein described. After the first appearance on a specific case, COUNTY shall be paid \$100 per hour for the time any of its employees or principals shall take to fulfill the requirement as set forth in this section.
- e. Provide emergency inspections after normal working hours at a rate of \$50 per hour for residential and \$200.00 per hour for commercial inspections.
- f. All documents including applications, plan review, job progress reports and inspections reports shall remain the property of CLINTON COUNTY, Ohio.
- g. Service as the Building Official for CLINTON COUNTY, Ohio. Responsibilities will include pre-permit submittal reviews and project evaluations for proposed projects as requested by CLINTON COUNTY, Ohio at a rate of \$100.00 per hour commercial and \$50.00 per hour residential.

## APPENDIX B

CLINTON COUNTY shall pay the COUNTY for services rendered in the amount of seventy-five percent (75%) of all building permit fees collected, as outlined in the CLINTON COUNTY Code of Ordinances, charged by CLINTON COUNTY (excluding the supplemental 1% or 3% fee paid directly to the Ohio Board of Building Standards.) CLINTON COUNTY may waive all or part of the fees due by an application for a specific permit, but such action shall not relieve CLINTON COUNTY of the obligation to pay seventy five percent (75%) of the then published fee schedule to the COUNTY; provided, the Parties agree that no permit fee shall apply to any CLINTON COUNTY projects, and CLINTON COUNTY shall not be required to pay any fees to the COUNTY hereunder with respect to CLINTON COUNTY projects. Collection of the permit fees shall be the sole responsibility of CLINTON COUNTY.

CLINTON COUNTY will also pay a one-time fee annually of \$4,000.00 to the COUNTY for Commercial Plan Review services.



BOARD OF BUILDING STANDARDS  
6606 Tussing Road  
P.O. Box 4009  
Reynoldsburg, OH 43068-9009

GERALD O. HOLLAND, CHAIRMAN

# CERTIFICATION OF BUILDING DEPARTMENT

## CLINTON COUNTY, OHIO

The Ohio Board of Building Standards, pursuant to Section 3781.10 of the Ohio Revised Code, hereby certifies the above named building department to exercise enforcement authority in accordance with the provisions of the Ohio Basic Building Code subject to the rules for certification adopted by the Board and to the conditions and limitations of the rule for certification hereunder cited:

4101:2-74-40      Certification of the building department of Clinton county, Ohio.

The board of building standards, pursuant to division (E) of section 3781.10 of the Revised Code, orders the certification of the building department of Clinton county, Ohio to exercise enforcement authority and to accept and approve plans and specifications, and make inspections in accordance with the provisions of Chapters 3781. and 3791. of the Revised Code and any rules adopted pursuant thereto, except "Plumbing" provisions.

Certification by the Board is based upon the data submitted on application, and comments and information submitted at Public Hearing on November 5, 2004. The rule for certification was adopted and recorded in the minutes of the Ohio Board of Building Standards meeting December 10, 2004 with an effective date of January 1, 2005. Such certification is subject to review, and may be revoked or suspended with respect to the enforcement authority granted by the Ohio Board of Building Standards, after a public hearing pursuant to Section 3781.101 of the Revised Code, upon petition by any person affected by such enforcement or by the Board on its own motion and is further subject to review upon receipt of the Yearly Operational Report.

*John W. Brant*

John W. Brant, Executive Secretary

*January 1, 2005*

Date

Board of Building Standards

6606 Tussing Road P.O.  
Box 4009 Reynoldsburg,  
Ohio 43068-9009

Gerald O. Holland, Chairman

# Certification of Residential Building Department

## Clinton County, Clinton County, Ohio

The Ohio Board of Building Standards, pursuant to Section 3781.10 of the Ohio Revised Code, hereby certifies the above named building department to exercise enforcement authority in accordance with the provisions of the Residential Code of Ohio for One-, Two-, and Three-Family Dwellings subject to the rules for certification adopted by the Board and to the conditions and limitations of the rule for certification hereunder cited:

The Board of Building Standards, pursuant to division (E) of section 3781.10 of the Revised Code, orders the certification of the residential building department of:

Clinton County, Clinton County, Ohio

to exercise enforcement authority and accept and approve plans and specifications, and make inspections in accordance with the provisions of Chapters 3781. and 3791. of the Revised Code and any rules adopted pursuant thereto, except 'Plumbing' provisions.

*Billy J. Phillips*

Billy J. Phillips, Executive Secretary

5/27/2007

Effective Date



## CERTIFICATE OF COVERAGE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER.  
THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE COVERAGE AGREEMENT BELOW

Agency Bickle Insurance 1682 Alex Dr. Ste 1 Wilmington, OH, 45177	January 2, 2025
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COVERED MEMBER  Clinton County Board of Commissioners 1850 Davids Dr. Suite 209 Wilmington, OH 45177	COVERAGE TO MEMBER PROVIDED BY AGREEMENT WITH:  <p style="text-align: center;">COUNTY RISK SHARING AUTHORITY                  209 EAST STATE STREET                  COLUMBUS OHIO 43215</p> JOINT SELF INSURANCE POOL FORMED UNDER OHIO REVISED CODE CHAPTER # 2744
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**COVERAGES:**  
 THIS IS TO CERTIFY THAT THE AGREEMENT WHICH PUT COVERAGE IN EFFECT AS LISTED BELOW HAS BEEN ISSUED TO THE POOL MEMBER NAMED ABOVE FOR THE TIME PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE PROTECTION AFFORDED BY THE COVERAGE AGREEMENT DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH AGREEMENT.

TYPE OF COVERAGE	MEMBER NUMBER	EFFECTIVE DATE	EXPIRATION DATE	LIMIT
GENERAL LIABILITY INCLUDING ERRORS AND OMISSIONS LIABILITY	0230	5/1/2024	5/1/2025	\$1,000,000 occurrence
AUTO LIABILITY INCLUDING OWNED, NON-OWNED, HIRED AUTOMOBILES	0230	5/1/2024	5/1/2025	\$1,000,000
PROPERTY INCLUDING ALL REAL AND PERSONAL PROPERTY, AUTOMOBILES, AND EQUIPMENT	0230	5/1/2024	5/1/2025	Per Schedules on File Deductible \$2,500

<b>OTHER</b>				
EXCESS LIABILITY	0230	5/1/2024	5/1/2025	\$4,000,000
EXCESS LIABILITY II	0230	5/1/2024	5/1/2025	\$6,000,000
CRIME EMPLOYEE DISHONESTY/FAITHFUL PERFORMANCE	0230	5/1/2024	5/1/2025	\$1,000,000

**DESCRIPTION OF OPERATIONS\LOCATIONS\VEHICLES\SPECIAL ITEMS**

Certificate Holder is included as a Covered Party as defined in the CORSA Coverage Agreement with regard to the building code enforcement agreement, but only with respect to General Liability coverage..

CERTIFICATE HOLDER  Warren County Board of Commissioners 406 Justice Drive Lebanon, Ohio 45036	<b>CANCELLATION:</b> SHOULD THE ABOVE DESCRIBED COVERAGE AGREEMENT BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING POOL WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE ISSUING POOL, OR ITS REPRESENTATIVES.
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**Jamie Bacon**  
 AUTHORIZED REPRESENTATIVE

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

# Resolution

Number 25-0023

Adopted Date January 14, 2025

APPROVING ADDENDA TO AGREEMENT WITH JUST LIKE US ENRICHMENT AGENCY 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 addenda to agreement with Just Like Us Enrichment Agency relative to home placement and related services for calendar year 2024-2025, on behalf of Children Services as attached hereto and made a part hereof.

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

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

Resolution adopted this 14<sup>th</sup> day of January 2025.

BOARD OF COUNTY COMMISSIONERS

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

cc: c/a – Just Like Us Enrichment Agency  
Children Services (file)

Ohio Department of Job and Family Services

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

**ADDENDA TO AGREEMENT**

The following addendum sets forth the terms and conditions between the parties for services for children involved with 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 Just Like Us Enrichment Agency hereinafter "Provider," whose address is:

Just Like Us Enrichment Agency  
2799 Hazelton Ct  
Cincinnati, OH 45251

Collectively the "Parties".

Contract ID: 19394983

Originally Dated: 06/01/2024 to 05/31/2025

Ohio Department of Job and Family Services

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

Addenda Number 1:

Addenda Reason:

Other

Addenda Begin Date:

06/01/2024

Addenda End Date:

Increased Amount:

Article Name:

Addenda Reason Narrative:

Need to add a new lower rate for a specific child on the Title IV-E Schedule A Rate Sheet in contract.



SIGNATURE OF THE PARTIES

Provider: Just Like Us Enrichment Agency

Print Name & Title	Signature	Date
Angelique Payne, Administrator	Angelique Payne	12.12.24

Agency: Warren County Children Services

Print Name & Title	Signature	Date
Tanya Sellers, Deputy Director	Tanya Sellers	11/8/25

Additional Signatures

Print Name & Title	Signature	Date
Tom Grossmann, Pres.	* /a / [Signature]	1/14/25

APPROVED AS TO FORM  
*Kathryn M. Horvath*  
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: Just Like Us Enrichment Agency / 28420781

Run Date: 12/09/2024  
 Contract Period: 06/01/2024 - 05/31/2025

Service Description	Service ID	Person ID	Maintenance Per Diem	Administration Per Diem	Case Management Per Diem	Transportation / Administration Per Diem	Transportation / Maintenance Per Diem	Other Direct Services Per Diem	Behavioral Healthcare Per Diem	Other Per Diem Cost	Total Per Diem Cost	Cost Begin Date	Cost End Date
Hazelton Court Group Home (20990)	7653663		\$187.50	\$12.50							\$200.00	06/01/2024	05/31/2025
Hazelton Court Group Home (20990)	7653663		\$237.50	\$12.50							\$250.00	06/01/2024	05/31/2025
Hazelton Court Group Home (20990)	7653663		\$285.50	\$14.50							\$300.00	06/01/2024	05/31/2025
Hazelton Court Group Home (20990)	7653663		\$332.50	\$14.50							\$347.00	12/01/2024	05/31/2025
Hazelton Court Group Home (20990)	7653663		\$359.50	\$15.50							\$375.00	06/01/2024	05/31/2025
Hazelton Court Group Home (20990)	7653663		\$385.00	\$15.00							\$400.00	06/01/2024	05/31/2025

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

Title IV-E Schedule A Rate Information  
 Agency: Warren County Children Services  
 Provider / ID: Just Like Us Enrichment Agency / 28420781

Run Date: 12/09/2024  
 Contract Period: 06/01/2024 - 05/31/2025

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
Hazleton Court Group Home (20990)	7653663			\$460.00	\$15.00							\$475.00	06/01/2024	05/31/2025

# Resolution

Number 25-0024

Adopted Date January 14, 2025

APPROVING AGREEMENT AND ADDENDUM WITH PRESSLEY RIDGE RELATIVE TO HOME PLACEMENT AND RELATED SERVICES ON BEHALF OF WARREN COUNTY CHILDREN SERVICES

BE IT RESOLVED, to approve and authorize the Warren County Board of Commissioners to enter into the agreement and addendum with Pressley Ridge relative to home placement and related services for calendar year 2024-2025, on behalf of Children Services as attached hereto and made a part hereof.

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

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

Resolution adopted this 14<sup>th</sup> day of January 2025.

BOARD OF COUNTY COMMISSIONERS

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

cc: c/a – Pressley Ridge  
Children Services (file)

Ohio Department of Children and Youth  
**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

Pressley Ridge, hereinafter "Provider", whose address is:

Pressley Ridge  
7162 Reading Rd 900  
Cincinnati, OH 45237

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 **11/01/2024** through **05/31/2025**, 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, are to 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 (DCY 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 fourteen (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 five working days 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 rule 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, email address, fax number if available, 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 Ohio Child Welfare Information System (Ohio CWIS) 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 **\$50,000.00**.
- 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 Children and Youth (DCY), 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 Provider discontinues operation, all child records for residential or any other placement settings shall be provided to the custodial agency.

#### **Article XI. PROVIDER ASSURANCES AND CERTIFICATIONS**

**Provider shall comply with all of the following including but not limited to:**

- 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 certifies that it is in compliance with all applicable federal and State laws and regulations governing fair labor and employment practices.
- 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 into 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 DCY. 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 DCY 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. DCY 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  
Pressley Ridge  
7162 Reading Rd 900  
Cincinnati, OH 45237

#### **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(1) 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.



### Title IV-E Schedule A Rate Information

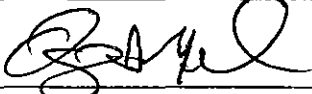
Title IV-E Schedule A Rate Information  
 Agency: Warren County Children Services  
 Provider / ID: Pressley Ridge / 24405

Run Date: 12/31/2024  
 Contract Period: 11/01/2024 - 05/31/2025


Service Description	Service ID	Person ID	Person ID	Maintenance Per Diem	Administration Per Diem	Case Management Per Diem	Transportation Administration Per Diem	Transportation/Maintenance Per Diem	Other Direct Services Per Diem	Behavioral Healthcare Per Diem	Other Per Diem Cost	Total Per Diem Cost	Cost Begin Date	Cost End Date
Hamilton County - Pryde Special Needs Care (30415)- SN	62202			\$58.00	\$53.38							\$111.38	11/01/2024	05/31/2025
Hamilton County - Traditional Foster Care (30372)- FFH	1885656			\$32.00	\$46.04							\$78.04	11/01/2024	05/31/2025
Hamilton County - Treatment Foster Care/Level 1 (30074)- Excpt Need	107876			\$48.00	\$55.60							\$103.60	11/01/2024	05/31/2025
Hamilton County - Treatment Foster Care/Level 3 (30403)- Excp	4231663			\$49.00	\$56.15							\$105.15	11/01/2024	05/31/2025

**SIGNATURES OF PARTIES:**

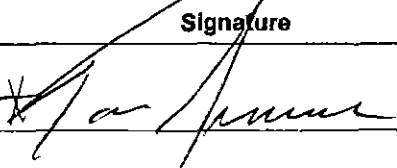
**Provider: Pressley Ridge**

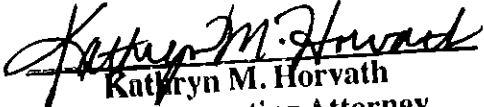
Print Name & Title	Signature	Date
Douglas A Mullins, CEO		12/19/24

**Agency: Warren County Children Services**

Print Name & Title	Signature	Date
Tanya Sellers, Deputy Director		11/7/25

**Additional Signatures**

Print Name & Title	Signature	Date
Tom Grossmann, President		11/14/25

**APPROVED AS TO FORM**  
  
Kathryn M. Horvath  
Asst. Prosecuting Attorney

**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."

**AMEDNMENT #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:**

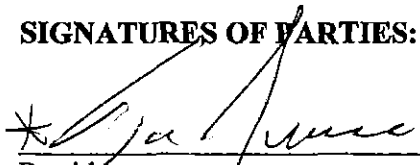
Article XIII, subsection (C) of the Agreement shall be stricken in its entirety and replaced with the following language:

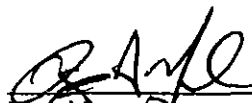
Provider agrees to timely file its Title IV-E cost report with all required items as outlined in OAC 5101:2-47-26.2 to ODJFS within 90 days of placement. If provider does not currently participate in the Title IV-E program, Provider agrees to timely file its initial Title IV-E cost report with all required 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 31<sup>st</sup> 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**

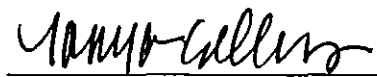
IN WITNESS WHEREOF, the parties hereto have executed this Addendum to the Agreement by the President of the Warren County Board of Commissioners, pursuant to Resolution Number 25-0024, dated 11/14/25, and by the duly authorized Douglas A. Mullins, CFO of Pressley Ridge [Provider].

**SIGNATURES OF PARTIES:**

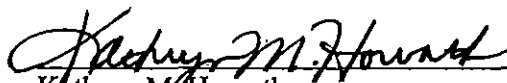
  
\_\_\_\_\_  
President  
Warren County Board of Commissioners  
Date 11/14/25

  
\_\_\_\_\_  
Provider Douglas A. Mullins, CFO  
Date 12/19/24

Reviewed by:

  
\_\_\_\_\_  
Director  
Warren County Children's Services

Approved as to Form:

  
\_\_\_\_\_  
Kathryn M. Horvath  
Assistant Prosecuting Attorney

AFFIDAVIT OF NON COLLUSION

STATE OF Ohio  
COUNTY OF Warren

I, Douglas & Mullins holding the title and position of CEO at the firm Presley Ridge, 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 19 day of December 20 24

Kimberly Bash  
(Notary Public)

Allegheny County.

My commission expires December 21 20 24

Commonwealth of Pennsylvania - Notary Seal  
Kimberly Bash, Notary Public  
Allegheny County  
My commission expires December 21, 2024  
Commission number 1382118  
Member, Pennsylvania Association of Notaries

# Resolution

Number 25-0025

Adopted Date January 14, 2025

ENTERING INTO AN EASEMENT AGREEMENT WITH THE CITY OF FRANKLIN FOR THE GRANT OF A 0.481 ACRE PERPETUAL EASEMENT, FOR HIGHWAY PURPOSES, FROM A 4.823 ACRE TRACT OF THE FORMER MIAMI AND ERIE CANAL, OWNED BY THE BOARD OF COUNTY COMMISSIONERS, TO THE CITY OF FRANKLIN FOR THE PURPOSE OF CONSTRUCTING IMPROVEMENTS OVER THE TRACT FOR THE NORTH DIXIE HIGHWAY/DAYTON-CINCINNATI PIKE PROJECT

WHEREAS, in order to improve public safety of North Dixie Highway the City of Franklin desires to relocate North Dixie Highway in order to remove an existing and deteriorated retaining wall; and

WHEREAS, in order to complete the work and maintain them in perpetuity, it is necessary for the City of Franklin to acquire a permanent highway easement from the County on parcel #04-27-152-110 adjoining the Montgomery County-Warren County line and located in Franklin, OH 45005.

NOW THEREFORE BE IT RESOLVED, to enter into an Easement Agreement with the City of Franklin for the grant of a Permanent Highway Easement to the City of Franklin for the North Dixie Highway/Dayton-Cincinnati Pike Project to allow permanent improvements and maintenance of those improvements over the 0.481 acres described in Exhibit "A" as 11-SH being a portion of the 4.823 acre county owned parcel located adjoining the Montgomery County-Warren County line, a copy of which is attached hereto and made part hereof.

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

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

Resolution adopted this 14<sup>th</sup> day of January 2024.

BOARD OF COUNTY COMMISSIONERS

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

cc: c/a—City of Franklin  
Engineer (file)  
Easement file  
Recorder (certified)

**EASEMENT AGREEMENT IN THE NAME OF AND FOR THE USE OF  
THE CITY OF FRANKLIN  
P.I.N. #04-27-152-011 (Pt.)**

**ARTICLES OF AGREEMENT**

This agreement is entered into the date stated below by the Board of Warren County Commissioners, whose tax mailing address is 406 Justice Drive, Lebanon, Ohio 45036 (hereinafter the "Grantor"), and the City of Franklin, whose tax mailing address is 1 Benjamin Franklin Way, Franklin, Ohio 45005 (hereinafter the "Grantee").

The Purpose of this Easement Agreement is to obtain the necessary exclusive and permanent highway easement for the Dayton Cincinnati Pike Retaining Wall Project, being a part of a public roadway open to the public without charge, the necessity of which has been determined by Grantee's Resolution No. 2024-14, dated March 4, 2024.

That the Grantor, for and in consideration of the sum of One Dollar (\$1.00) and other considerations paid to the Board of Warren County Commissioner by the Grantee, the receipt and sufficiency of which are hereby stipulated, does hereby grant, bargain and sell, convey and release to the Grantee, its successors and assigns, an exclusive and permanent highway easement for the purpose of improving and maintaining a public road by constructing the necessary project improvements upon and over the lands hereafter described, situated in Section 27, Town 2, Range 2, Franklin Township, Warren County, State of Ohio and further described as follows:

**EXCLUSIVE & PERMANENT HIGHWAY EASEMENT LEGAL DESCRIPTION  
See Exhibit "A" for details.**

The Exclusive Permanent Easement for Public Highway and Road Purposes granted herein shall bind and inure to the benefit of each party hereto and their respective heirs, successors and assigns and shall run with the land.

The grantor hereby covenants that they are true and lawful owner of the above-described real estate and has full power and authority to convey the same, and that the same is free and clear from all liens and encumbrances whatsoever, except for the following:

**GRANTOR:**

**IN EXECUTION WHEREOF**, the Warren County Board of County Commissioners, the Grantor herein, has caused this instrument to be executed by Tom Grossmann its President on the date stated below, pursuant to Resolution No. 25-0025, dated 1/14/25.

**WARREN COUNTY  
BOARD OF COUNTY COMMISSIONERS**

SIGNATURE: [Signature]  
PRINTED NAME: Tom Grossmann  
TITLE: President  
DATE: 1/14/25

**STATE OF OHIO, COUNTY OF WARREN, ss.**

**BE IT REMEMBERED**, on this 14 day of January, 2025 before me, the subscriber, a Notary Public in and for said state, personally came an individual known or proven to me to be Tom Grossmann, President of the Warren County Board of County Commissioners, being the **Grantor** in the foregoing Easement, and acknowledged the signing thereof to be his voluntary act and deed, and pursuant to the Resolution authorization him to act.

**IN TESTIMONY THEREOF**, I have hereunto subscribed my name and affixed my seal on this day and year aforesaid.

Bruce A. McGary, Assoc. Pres.  
10000  
10000  
Assoc. Pres.

Notary Public: [Signature]  
My commission expires: 12/26/2027



**LAURA K LANDER**  
NOTARY PUBLIC • STATE OF OHIO  
Comm. No. 2017-RE-687973  
My Commission Expires Dec. 26, 2027



**GRANTEE**

**IN EXECUTION WHEREOF**, Jonathan Westendorf, City Manager, the Grantee herein, has hereunto set his hands on the date stated below.

**CITY OF FRANKLIN, OHIO**

SIGNATURE: 

PRINTED NAME: Jonathan Westendorf

TITLE: City Manager

DATE: 1/7/2025

STATE OF Ohio, COUNTY OF Warren, ss.

**BE IT REMEMBERED**, on this 7 day of January, 2025, before me, the subscriber, a Notary Public in and for said state, personally appeared the above named Jonathan Westendorf, City Manager, who acknowledged that he did sign the foregoing easement and that the same is his voluntary act and deed.

**IN TESTIMONY THEREOF**, I have hereunto subscribed my name and affixed my seal on this day and year aforesaid.



KHRISTIAN DUNN  
NOTARY PUBLIC - OHIO  
WARREN COUNTY  
MY COMMISSION EXPIRES: 12/21/2025

Notary Public: Khristian Dunn  
My commission expires: 12/21/2025

Prepared by:

Ben Yoder,  
Law Director  
City of Franklin, Ohio

By:   
Ph. (513) 870-6024  
Email: BYoder@bricker.com

**EXHIBIT A**

Page 1 of 3

RX 270 SH

Rev. 06/09

Ver. Date 12/09/2024

PID N/A

**PARCEL 11-SH  
WAR-CR25-7.37  
PERPETUAL EASEMENT FOR HIGHWAY PURPOSES  
WITHOUT LIMITATION OF EXISTING ACCESS RIGHTS**

An exclusive perpetual easement for public highway and road purposes, including, but not limited to any utility construction, relocation and/or utility maintenance work deemed appropriate by the State of Ohio, Department of Transportation, its successors and assigns forever.

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

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[Surveyor's description of the premises follows]

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Situate in NW ¼ Section 27, in the Township of Franklin, County of Warren, State of Ohio, and being part of a 4.823 acre tract of land as conveyed to Board of County Commissioners of Warren County, Ohio by Deed Book Volume 433, Page 001 (all references to deeds, microfiche, plats, surveys, etc. refer to the records of the Warren County Recorder's Office, unless noted otherwise) and being more particularly bounded and described as follows:

Being a parcel of land lying on the right side of the centerline of right of way of Dixie Highway as determined for the Dixie Highway and MOT-CR99-0.00 project made by Ohio Department of Transportation and recorded in Plat Book 109, Page 30, of the Warren County, Ohio Recorder's Office and being located in the following described boundary being more particularly described as follows:

Commencing at the intersection of the north line of Section 27, Town 2, Range 2 East of the Between the Miami Survey and the centerline of proposed Dixie Highway thence along the section line South eighty-four degrees fourteen minutes six seconds East (S84°14'06"E) also being the Warren County and Montgomery County line a distance of twelve and 14/100 (12.14) feet to northwest corner of the 4.823 acre parcel conveyed to the Board of Warren County Commissioners being the TRUE POINT OF BEGINNING;

thence along the northerly line of said 4.823 acre tract, being the north line of Section 27 and the Warren County and Montgomery County line, South eighty-four degrees fourteen minutes six

**EXHIBIT A**

Page 2 of 3

RX 270 SH

Rev. 06/09

seconds East (S84°14'06"E), for forty-eight and 37/100 (48.37') feet to an iron pin set 58.42 feet right of centerline Station 200+15.84;

thence South eighteen degrees forty-eight minutes fifty-eight seconds West (S18°48'58"W), for seventy-seven and 39/100 (77.39') feet to an iron pin set, 60.96 feet right of centerline Station 105+67.87;

thence South twenty Degrees forty-six Minutes forty-one Seconds West (S20°46'41"W) a distance of five hundred and 10/100 (500.10) feet to an iron pin set, 64.34 feet right of centerline Station 100+76.75;

thence South forty-two Degrees fifty-four Minutes fifty-eight Seconds West (S42°54'58"W) a distance of one hundred seventy-three and 94/100 (173.94) feet to an iron pin set on the west line of said 4.823 acre tract and in the existing east standard highway easement line of said Dixie Highway, 33.16 feet right of centerline Station 99+10.33;

thence along said standard highway easement line, North thirty-three degrees fifty-seven minutes seven seconds East (N33°57'07"E) a distance of fifty-five and 37/100 (55.37) feet to a point 33.37 feet right of centerline Station 99+65.70;

thence continuing along said standard highway easement line, and an arc three hundred forty-six and 99/100 (346.99) feet to the left, having a radius of one thousand one hundred forty-nine (1149.00) feet, the chord of which is North twenty-five degrees eighteen minutes two seconds East (N25°18'02"E) for a distance of three hundred forty-five and 67/100 (345.67) feet to a point 30.68 feet right of centerline Station 103+04.78;

thence continuing along said standard highway easement line, North sixteen degrees thirty-eight minutes fifty-seven seconds East (N16°38'57"E) a distance of three hundred twenty-two and 19/100 (322.19) feet to a point 12.23 feet right of centerline Station 106+26.87;

thence continuing along said standard highway easement line, North sixteen degrees nine minutes thirty-four seconds East (N16°09'34"E) a distance of six 19/100 (6.19) feet to the TRUE POINT OF BEGINNING.

The above described area contains 0.481 acres, more or less, of which the present road occupies 0.000 acres, more or less and which is part of Warren County Auditor's Permanent Parcel Number 04-27-152-0110. The stations and offsets of the above description are measured from the existing centerline of right of way for Dixie Highway.

**EXHIBIT A**

RX 270 SH

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Iron pins set are 5/8" rebar, 30" in length, with a plastic plug placed on top inscribed with the name "WOOLPERT, INC", unless otherwise noted. All monuments found are in good condition unless otherwise noted.

The bearings shown hereon are based on the centerline of Dayton-Cincinnati Pike (CR-99) from Station 201+67.39 to Station 203+44.19 as bearing N21°54'16"E, from an adjusted field survey using multiple VRS observations to Continually Operating Reference Station (CORS) Lebanon (LEBA), based on the Ohio State Plane Coordinate System, South Zone, and North American Datum of 1983 (2011) scaled to ground by 1.00008510 about the projection origin (0,0).

This description was prepared under the direction of Michael J. Wilson, Ohio Registered Surveyor No. S-8281, of Woolpert, Inc., based upon a field survey performed during April, 2023.



*Michael J. Wilson* 12/2/2024  
Michael J. Wilson Date  
Ohio Registered Surveyor #8281  
Woolpert, Inc.

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

# Resolution

Number 25-0026

Adopted Date January 14, 2025

AUTHORIZING THE PRESIDENT OF THE BOARD TO SIGN A SATISFACTION OF MORTGAGE FOR CINDY HALVORSON

WHEREAS, Cindy Halvorson received a First Time Homebuyers Loan through Warren County Board of Commissioners First Time Homebuyers Assistance Program CHIP fund; and

WHEREAS, the Board has received payment and is fully satisfied for said First Time Homebuyers Assistance Loan.

NOW THEREFORE BE IT RESOLVED, to authorize the President and/or Vice President of this Board to sign a Satisfaction of Mortgage for Cindy Halvorson relative to the property at 400 Forest Avenue, South Lebanon, Ohio 45065.

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

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

Resolution adopted this 14<sup>th</sup> day of January 2025.

BOARD OF COUNTY COMMISSIONERS

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

/sh

cc: OGA (file)  
c/a—Halvorson, Cindy  
Cindy Halvorson

**SATISFACTION OF MORTGAGE**

**KNOW ALL MEN BY THESE PRESENTS, THAT the Warren County Board of Commissioners** does hereby certify, that a certain Mortgage Deed, dated the 24th day of October 1997, recorded on the on the 14th day of November, 1997, Record of Mortgages, Book 1443 Pages 414-417 in the Office of the Recorder of Warren County, Ohio, executed by **Cindy L. Halvorson**, an unmarried person, to the Warren County Board of Commissioners on the following real estate, known as 400 Forest Avenue, South Lebanon, Ohio 45065, and legally described in Exhibit "A", attached hereto and made a part hereof, has been **fully paid and satisfied**, and the Recorder is authorized to **discharge** the same of record.

In Testimony Whereof, the said Warren County Board of Commissioners by Tom Grossmann, President, acting in his official capacity, has hereunto set his hand this 14th day of January 2025, A.D.

Signed and Acknowledged  
In the Presence of

*Ashley Watts*  
\_\_\_\_\_  
Signature of Witness #1

*Ashley Watts*  
\_\_\_\_\_  
Printed Name of Witness #1

*Laura Lander*  
\_\_\_\_\_  
Signature of Witness #2

*Laura Lander*  
\_\_\_\_\_  
Printed Name of Witness #2

**Warren County Board of Commissioners**

*\* Tom Grossmann*  
\_\_\_\_\_  
Tom Grossmann, President

**State of Ohio**  
**County of Warren, ss:**

Be It Remembered, That on this 14th day of January, 2025, A.D., before me, the subscriber, a Notary Public in and for said County, personally came the above named Tom Grossmann, President of the Warren County Board of Commissioners, who acknowledged the signing of the foregoing instrument, while acting in his official capacity, to be his voluntary act and deed, for uses and purposes therein mentioned.

In Testimony Whereof, I have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid.

*Laura K Lander*  
\_\_\_\_\_  
Notary Public

This instrument prepared by Warren County, Ohio.



**LAURA K LANDER**  
NOTARY PUBLIC • STATE OF OHIO  
Comm. No. 2017-RE-687973  
My Commission Expires Dec. 26, 2027

## Exhibit "A"

Situated in the County of Warren, in the State of Ohio:

Situated in South Lebanon Corporation, Warren County, Ohio, and being a part of Section 31, and being Lot#1 as it is known and designated on the recorded plat of Snook Brother's Addition to Deerfield, Lot#1 is 54 feet front, 165 feet deep, and 55 feet 7 inches back, containing .234 acre.

Prior Instrument Reference: Volume 838, Page 285  
Parcel # 13-31-106-015

# Resolution

Number 25-0027

Adopted Date January 14, 2025

APPROVING AN AMENDMENT TO THE CONTRACT WITH LIFESPAN, INC ON BEHALF OF THE WARREN COUNTY DEPARTMENT OF HUMAN SERVICES

WHEREAS, pursuant to Resolution #23-0791, adopted July 1, 2023, this Board entered into a contract with and LifeSpan Inc. on behalf of Warren County Human Services; and

WHEREAS, upon review by the Warren County Human Services and Lifespan, Inc. it is mutually agreed upon to amend said contract to extend it through June 30, 2025.

NOW THEREFORE BE IT RESOLVED, to amend the contract with Lifespan, Inc; copy of said contract is attached hereto and made a part hereof.

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

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 14<sup>th</sup> day of January 2025.

BOARD OF COUNTY COMMISSIONERS

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

cc: c/a—LifeSpan, Inc  
Human Services (file)



**CONTRACT EXTENSION WITH LIFESPAN INC.**  
**BETWEEN**  
**THE WARREN COUNTY BOARD OF COMMISSIONERS**  
**ON BEHALF OF**  
**THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES**  
**DIVISION OF HUMAN SERVICES**  
**AND**  
**LIFESPAN INC.**

WHEREAS a contract was entered into on July 1, 2023, between the Warren County Board of Commissioners, on behalf of the Warren County Department of Human Services and LifeSpan Inc., hereinafter jointly referred to as "the Parties" and

WHEREAS it is now the intent of the Parties to extend the Contract as follows:

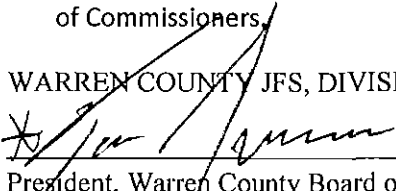
- 1) On June 20, 2023, Resolution #23-0791 was adopted by the Warren County Board of County Commissioners for a contract period beginning July 1, 2023 and ending June 30, 2024, Exhibit A.
- 2) On September 10, 2023, Resolution #24-1177 was adopted by the Warren County Board of County Commissioners for a contract period beginning August 1, 2024 and ending November 30, 2024, Exhibit A.

NOW, THEREFORE, the Parties agree to extend the Contract as follows:

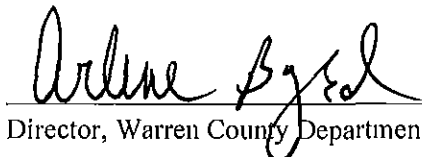
- 1) Extend the current contracted date to June 30, 2025.

All other terms, conditions and provisions of the LifeSpan Inc. Contract shall remain in full force and effect for the term of the Contract as entered into on July 1, 2023, by Resolution #23-0791 of the Warren County Board of Commissioners.

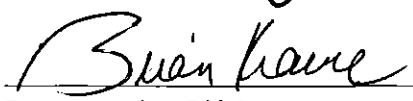
WARREN COUNTY JFS, DIVISION OF HUMAN SERVICES

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

11/14/25  
Date

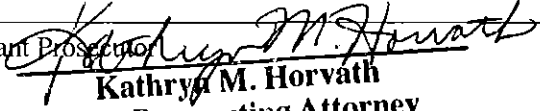
  
\_\_\_\_\_  
Director, Warren County Department of Human Services

11/15/2024  
Date

  
\_\_\_\_\_  
Representative, LifeSpan, Inc.

11/11/2024  
Date

**APPROVED AS TO FORM**

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

11/18/24  
Date

**CONTRACT AGREEMENT  
BETWEEN  
THE WARREN COUNTY BOARD OF COMMISSIONERS  
ON BEHALF OF  
THE WARREN COUNTY JOB AND FAMILY SERVICES  
DIVISION OF HUMAN SERVICES  
AND  
LIFESPAN, INC**

This Contract is entered into by and between the Board of County Commissioners of Warren County through and on behalf of Warren County Department of Job and Family Services, Division of Human Services hereby known as WCDJFS and LifeSpan, Inc., ("Provider"), with its main office located at 1900 Fairgrove Avenue, Hamilton, Ohio 45011, whose telephone number is 513-868-3210, for the purpose of social services.

This instrument embodies the entire contract of the parties. There are no promises, terms, conditions or obligations other than those contained herein; and this contract shall supersede all previous communications, representations or contracts, either written or oral, between the parties of this contract.

1. **PURCHASE OF SERVICES:** Subject to terms and conditions set forth in this Contract, and any attached exhibits, WCDJFS agrees to purchase from and the Provider agrees to provide Guardianship Services with specific details included in this contract.

**The maximum amount payable for this Contract shall not exceed \$10,000 per SFY (\$20,000 total).**

2. **CONTRACT PERIOD:** This contract will be effective from July 1, 2023 thru and including June 30, 2024, inclusive, unless otherwise terminated, but may be extended through June 30, 2025, if all parties agree and with Resolution passed by the Warren County Commissioners.
3. **AVAILABILITY OF FUNDS:** This Contract is conditioned upon the availability of Federal, State and local funds which are appropriated or allocated to WCDJFS. This Contract may be terminated immediately in the event there is a loss of funding. WCDJFS shall notify Provider at the earliest possible time of any service that may be affected by a shortage of funds. If funds are reallocated in lesser quantities than the initial allocation, WCDJFS may reduce the scope of the services purchased and/or total Contract dollars. No penalty shall apply to WCDJFS in the event this provision is exercised. WCDJFS shall not be obligated nor liable for any future payments incurred by the Provider after the date of termination. The Provider shall be given a thirty (30) day notice prior to termination or reduction.
4. **COST AND DELIVERY OF SERVICES TO BE PERFORMED BY THE PROVIDER:** Provider agrees to provide the following services under this contract:
  - a. Provider agrees to accept referrals from Warren County Adult Protective Services for Guardianship Services.
  - b. Provider agrees to accept referrals from Warren County Adult Protective Services for Representative Payee Services.

## **FEE SCHEDULE**

### **Guardianship Services**

The unit rate for Guardianship Services provided by the Provider is a single unit rate and is valid for the next three years. A unit of service is defined as one hour of direct service. At a rate of \$121.00/unit. Provider will be able to provide 145 hours of service.

**Unit Rate for Guardianship Services= \$121.00**

### **Non-Guardianship Payee Services**

Provider is not charging a fee for Payee Services. Once a representative payee is established and set up, Provider is able to absorb the cost of this service through a modest monthly client fee paid by the client's income (Social Security, Disability Income, or other source).

**Unit Rate for Non-Guardianship Payee Services= \$0.00**

The maximum amount payable for this Contract shall not exceed \$10,000 per contract year (\$20,000).

5. **PAYMENT FOR PURCHASED SERVICES:** Reimbursement under this Contract will be on a cost reimbursement method. The Provider will submit by the tenth (10<sup>th</sup>) working day of the month following the month the services were provided, an itemized statement which includes but is not limited to the participant's name, date(s) of service, and description of services. Reimbursement to Provider will be within 30 days from receipt of a correct invoice.

In the event the Provider receives an overpayment, or must comply with an audit exception, Provider agrees to repay the WCDJFS the full amount to which Provider was not entitled.

Provider agrees to provide Guardianship Services directly and not subcontract with any other agency.

6. **RESPONSIBILITY FOR AUDIT:** Provider agrees to have conducted an independent audit of expenditures at the cost of the Provider if there is evidence of misuse or improper accounting of claims or substantial errors. Copies of the audit and associated management papers shall be made available to the WCDJFS.
7. **RESPONSIBILITY FOR AUDIT EXCEPTIONS:** Provider agrees to accept responsibility for receiving, replying to and/or complying/reimbursing any audit exception identified by appropriate State and/or Federal audit, directly related to the provisions of the Contract. Provider agrees to maintain compliance with Federal, State and local regulations which govern the provision of this service.
8. **RELATIONSHIP:** Nothing in this Contract is intended to, nor shall be deemed to constitute a partnership, association or joint venture with the Provider in the conduct of the provisions of this WCDJFS. The Provider, agents, and employees of the Provider will act in performance of this Contract in an independent capacity and not as officers or employees or agents of the State of Ohio or the WCDJFS.
9. **EQUAL OPPORTUNITY/NON-DISCRIMINATION:** Provider and WCDJFS agree that as a condition of this Contract there shall be no discrimination against any client or any employee because of race, color, sex, religion, national origin, disability, or any other factor as specified in Title VI of the Civil Rights Act of 1964 and Executive Order 11246 entitled equal Employment Opportunity as amended by Executive Order 11375 and as supplemented in the Department of Labor Regulation 41 CFR Part 60. It is further agreed that the Provider will comply with all appropriate Federal and State laws regarding such discrimination and the right to

and method of appeal will be made available to all persons served under this Contract. Any agency found to be out of compliance with this paragraph may be subject to investigation by the Office of Civil Rights of the Department of Health and Human Services and to termination of this Contract.

10. **TERMINATION:** In the event that either the WCDJFS or Provider does not perform their responsibilities and/or obligations under this Contract, either party may initiate their intent to terminate the Contract by providing a thirty (30) day prior written communication to the other party. This Contract may be terminated immediately in the event there is a loss of funding, disapproval by Federal Administrative Agency or upon discovery of noncompliance with any Federal or State Laws, Rules or Regulations.
11. **MODIFICATION OR AMENDMENT:** No modification or amendment of any provisions of this Contract shall be effective unless made by a written instrument, duly executed by the party to be bound thereby, which refers specifically to this Contract and states that an amendment or modification is being made in the respects as set forth in such amendment. Any amendment or modification must be in writing, signed by both parties and is not in effect until a Resolution is passed by the Warren County Board of Commissioners approving the amendment or modification.
12. **ACCESSIBILITY OF PROGRAM TO HANDICAPPED CONSUMERS:** The Provider agrees as a condition of this Contract to comply with Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), all requirements imposed by the Applicable Health and Human Services regulations (45 CAR 84) and all guidelines and Interpretations issued pursuant thereto. Any party failing to comply with this Paragraph may be subject to investigation by the Office of Civil Rights of the Department of Health and Human Services and termination of this Contract.
13. **GOVERNING LAW:** This Contract shall be constructed in accordance with, and the legal relations between the parties shall be governed by the laws of the State of Ohio as applicable to contracts executed and fully performed in the State of Ohio.
14. **COMPLIANCE:** Provider certifies that Provider and all subcontractors who provide direct or indirect services under this Contract will comply with all requirements of Federal laws and regulations, applicable Office of Management and Budget circulars, State statutes and the Ohio Administrative Code rules in the conduct of work hereunder.
15. **CONFIDENTIALITY OF INFORMATION:** The parties agree that they shall not use any information, systems or records made available to either party for any purpose other than to fulfill the obligations specified herein. The parties agree to be bound by the same standard of confidentiality that apply to the employees of either party and/or the State of Ohio. The terms of this section shall be included in any subcontract executed by either party for work under this Contract.
16. **RESOLUTION OF DISPUTES:** The agencies agree that the Directors of WCDJFS and Provider shall resolve any disputes between the agencies concerning responsibilities under or performance of any of the terms of this Contract.

## ENTIRE CONTRACT

This Contract contains the entire Contract between the Provider, WCDJFS and the Warren County Board of Commissioners with respect to the subject matter thereof, and supersedes all prior written or oral agreements between the parties. No representations, promises, understand or agreements not contained herein shall be of any force or effect.

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

Neither party shall assign any of its rights or delegate any of its duties under this Contract without written consent of the other.

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

## NOTICE

All notices required to be given herein shall be in writing and shall be sent to the following respective addresses:

Warren County Job and Family Services, Division of Human Services

416 South East Street

Lebanon, Ohio 45036

LifeSpan, Inc

1900 Fairgrove Ave.

Hamilton, OH 45011

The terms of this Contract are hereby agreed to by all parties, as shown by the signatures of representatives of each:

Shannon Jones  
President, Warren County Board of County Commissioners

6-20-23

Date

Arlene Byrd  
Director, Warren County JFS, Division of Human Services

6/5/2023

Date

Brian Kause, CFO

Provider and Title

5/30/2023

Date

APPROVED TO FORM:

Kathryn M. Horvath  
Kathryn Horvath, Assistant Prosecutor

6/7/23

Date

# Resolution

Number 25-0028

Adopted Date January 14, 2025

ENTERING INTO A SERVICE AGREEMENT WITH CINCINNATI BELL TELEPHONE CO. LLC, DBA ALTA FIBER ON BEHALF OF WARREN COUNTY TELECOMMUNICATIONS

WHEREAS, altafiber will provide fiber to the Zoar Tower Site for Warren County Telecom, as indicated in the quote in the attached service agreement.

NOW THEREFORE BE IT RESOLVED, to enter into a service agreement with Cincinnati Bell Telephone Co. LLC dba altafiber for fiber to Zoar Tower Site on behalf of Warren County Telecommunications; as attached hereto and a part hereof.

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

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

Resolution adopted this 14<sup>th</sup> day of January 2025.

BOARD OF COUNTY COMMISSIONERS

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

cc: c/a—Cincinnati Bell Telephone Co. LLC, dba altafiber  
Telecom (file)

# **altafiber**

**A Service Agreement for  
Warren County  
Telecommunications  
Q-00084666**

DOCUMENT CREATED DATE: 11/18/2024





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## Section 1: Signatures

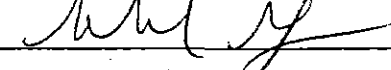
Warren County Telecommunications ("Customer") and Cincinnati Bell Telephone Co. LLC d/b/a altafiber Network Solutions and Cincinnati Bell Extended Territories LLC d/b/a altafiber Extended Territories (collectively "altafiber"), for itself and its Affiliates agree to engage for the Services described in this Service Agreement: Q-00084666 ("Service Agreement").

This Service Agreement is effective as of the date of last execution below (the "Effective Date") and entered into by and between altafiber, a Delaware corporation, with its principal place of business at 221 East 4th Street, Cincinnati, OH 45202 and Warren County Telecommunications with a place of business at 500 Justice Drive, Lebanon, OH 45036.

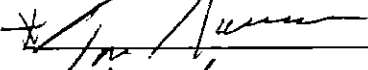
This Service Agreement provides details of the Services (detailed in Section 2 below), related Products if any, Service Level Agreements, Service-specific terms, Customer rights and responsibilities, one-time and recurring fees, early termination charges, change control, and third party license agreements as applicable.

IN WITNESS WHEREOF, the parties have caused this Service Agreement to be executed by their duly authorized representatives.

Cincinnati Bell Telephone Co., LLC d/b/a altafiber

By:   
Print Name: Michael Grayan  
Title: Director, Enterprise Sales  
Date: 1/7/2025

Warren County Telecommunications

By:   
Print Name: Tom Grossmann  
Title: President  
Date: 1/14/25

Warren County Telecommunications Point of Contact:

Name: \_\_\_\_\_  
Office: \_\_\_\_\_  
Mobile: \_\_\_\_\_  
E-Mail: \_\_\_\_\_

**APPROVED AS TO FORM**

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

## Section 2: Pricing

### 2.1 Location: 804 US-22 #3, MORROW, OH, United States, 45152

#### General Pricing

Line Item	Product	Description	QTY	MRC per	MRC Subtotal	NRC per	NRC Subtotal
1	Metro Ethernet - New	Point to Point/MultiPoint EVC	1	0.00	0.00	-	-
2	Metro Ethernet - New	Metro Ethernet E&C Fiber - Initial ports	1	0.00	0.00	-	-
3	Metro Ethernet - New	1 Gbps - Initial ports	1	300.00	300.00	-	-
4	Metro Ethernet - New	1 Gbps (One Time) - Initial ports	1	-	-	0.00	0.00
5	Metro Ethernet - New	Yes Demarc Extension Required	1	-	-	0.00	0.00
<b>Subtotal</b>					<b>300.00</b>	<b>Subtotal</b>	<b>0.00</b>

### 2.2 Location: 500 Justice Dr, LEBANON, OH, United States, 45036

#### General Pricing

Line Item	Product	Description	QTY	MRC per	MRC Subtotal	NRC per	NRC Subtotal
1	Metro Ethernet - New	Point to Point/MultiPoint EVC	1	0.00	0.00	-	-
2	Metro Ethernet - New	Metro Ethernet E&C Fiber - Initial ports	1	0.00	0.00	-	-
3	Metro Ethernet - New	1 Gbps - Initial ports	1	300.00	300.00	-	-
4	Metro Ethernet - New	1 Gbps (One Time) - Initial ports	1	-	-	0.00	0.00
5	Metro Ethernet - New	Yes Demarc Extension Required	1	-	-	0.00	0.00
<b>Subtotal</b>					<b>300.00</b>	<b>Subtotal</b>	<b>0.00</b>
		<b>MRC Total</b>	<b>USD</b>	<b>600.00</b>	<b>NRC Total</b>	<b>USD</b>	<b>0.00</b>

#### Contract Term; Terms and Conditions

Unless otherwise provided in the Supplemental Terms (as applicable):

The Initial term of this Service Agreement will be sixty (60) months beginning on the date that Company first invoices Customer for the Minimum Commitment Amount (as defined in the Pricing sections) for each individual service, and shall remain in effect unless earlier terminated pursuant to the terms herein, or until all CCRs or Addenda issued pursuant to this Service Agreement have been terminated or expire, whichever is last to occur ("Initial Term"). Following the expiration of the Initial Term, this Service Agreement shall automatically renew at the current contract rate for additional twelve (12) month periods (each a "Renewal Term") unless either Party terminates this Agreement by providing sixty (60) days advance written notice of termination to the other Party prior to the expiration of the then current Term ("Term" shall mean collectively Initial and/or Renewal Term).

Company reserves the right to adjust rates at any time after the expiration of the Initial Term upon sixty (60) days prior written notice to Customer, during which time Customer shall have the right to terminate the Agreement, without incurring termination charges, if Customer does not agree to the stated rate adjustment. In the event Customer does not provide written notice of termination during the sixty (60) day period, Customer shall be deemed to accept the rate adjustment.

## Section 3: Ethernet Terms and Conditions Supplement

The Ethernet Supplemental Terms and Conditions ("Ethernet") is attached to and made a part of the Service Agreement Number Q-00084666 ("Service Agreement") and contains additional terms specific to Ethernet provided by altafiber Telephone Company LLC, and the terms of this Section will supersede any contradictory language contained elsewhere in this Service Agreement.

### 3.1 Definitions.

- 3.1.1 **Ethernet.** The engineering, installation, maintenance and repair services provided by altafiber to Customer necessary to interconnect multiple LANs to form a MAN for data transmission.
- 3.1.2 **Customer's location.** A location specified by the Customer for the purposes of terminating network such as the Customer's premises or the building where the off-premises extension terminates.
- 3.1.3 **Demarcation Point.** The point of physical separation of altafiber's network, and associated responsibilities, from Customer's network and associated responsibilities. The location of the Demarcation Point shall be the physical interface for Ethernet service presented by altafiber to Customer.
- 3.1.4 **Local Area Network (LAN).** A network connecting computers and other peripheral equipment for data communications over a limited geographical area, usually within a single building or among a few buildings.
- 3.1.5 **Metropolitan Area Network (MAN).** A network connecting computers and other peripheral equipment for data communications over a larger geographical area than a LAN, usually within a city or region.
- 3.1.6 **Permanent Virtual Circuits (PVC).** A static logical connection used in packet and cell switched networks between two end points. Permanent Virtual Circuits support long-term ongoing connections between data termination equipment. Permanent logical paths are assigned exclusively to each permanent circuit in the network.
- 3.1.7 **Quality of Service (QoS).** Defined as a way to prioritize service for applications that are sensitive to latencies or delays. It is the primary form of intelligent bandwidth management that allows service levels to be specified for different traffic types.
- 3.1.8 **Unprotected Ethernet.** The standard Ethernet service.
- 3.1.9 **Virtual LAN (VLAN).** A static logical connection used in packet networks for point-to-point, point-to-multipoint, and multipoint-to-multipoint. Virtual LANs support long-term ongoing connections between data termination equipment. Permanent logical paths are assigned exclusively to each VLAN in the network, and are enforced by using VLAN Tagging.
- 3.1.10 **VLAN Tagging (802.1q).** A way to label different traffic types so they may be differentiated from each other. It is another form of intelligent bandwidth management that can allow service levels for different traffic types.

### 3.2 Services and Rates.

- 3.2.1 Ethernet service will be provided as specified on the attached Pricing Agreement.
- 3.2.2 Customer may move the location of its Ethernet service to a location where sufficient central office capacity and outside plant facilities are available and retain the current contract term and monthly rates, but initial nonrecurring charges will be reapplied. The termination charges outlined in this Supplement are applicable if Customer terminates this Agreement because of a move to a location where sufficient central office capacity or outside plant facilities are not available.
- 3.2.3 Customer may add additional ports to its Ethernet service at the rates in effect at the time of such addition, provided altafiber has sufficient existing equipment capacity and outside plant facilities to support such addition. If sufficient equipment capacity or outside plant facilities are not available, Customer will be responsible for any special construction or other charges required adding such additional port(s) to its Ethernet service.
- 3.2.4 Any other regulated services not listed herein which are provided by altafiber to Customer, shall be governed by the rates, terms, and conditions of the appropriate tariff. altafiber shall comply with all applicable laws, rules, regulations, ordinances, and codes (collectively, "Legal Requirements") in connection with the provision of the Ethernet service.

### 3.3 Provisioning.



- 3.3.1 altafiber will provide Ethernet service for one or more of the following types of LANs, as specified by Customer on the attached Services Agreement: Ethernet LANs operating at a variety of speeds. Permanent Virtual Circuits (PVC) and/or VLANs, facilities redundancy, and other "optional" features relating to Ethernet are also available to Customer at rates, terms and conditions to be agreed upon.
- 3.3.2 altafiber will provision Ethernet service in proper working order on altafiber's side of the Demarcation Point by the agreed upon installation date. Customer will provide appropriate environmental conditions for altafiber's customer premise equipment, which shall include, but not be limited to the following: 110/125 volt AC; 15 or 20 amp non switched circuit on UPS, if possible; Standard 110 3 – prong grounded outlet. Temperature between 40 and 100 degrees F. Humidity between 5% and 90% non-condensing. Security Access to this space that houses the Ethernet Service equipment must be restricted to authorized personnel only
- 3.3.3 Ethernet will be available twenty-four (24) hours per day, seven (7) days per week, except as required to update, enhance, maintain and/or repair Ethernet. altafiber reserves the right to perform these tasks, as needed, during the off-peak hours, normally on Sundays from 12:00 a.m. to 6:00 a.m. altafiber will attempt to notify the Customer in advance according to the attached Ethernet Service Agreement.
- 3.3.4 If a major outage to altafiber's network occurs, including Ethernet, altafiber will use reasonable efforts to restore Ethernet service as soon as reasonably possible, subject to any federal or state laws or regulations that may specify priority for restoration of telephone service, including without limitation, the National Security Emergency Preparedness Telecommunications Service Priority System.
- 3.3.5 altafiber will furnish Customer with a telephone number, which Customer will use to report any trouble with Ethernet.
- 3.3.6 Unless otherwise agreed in writing, altafiber will provide Ethernet service for data transmission only.
- 3.3.7 The electrical signals of Ethernet operate in compliance with the following American National Standard Institute ("ANSI") or IEEE standards for Ethernet LANs operating at a Native Mode of 384 Kbps, 768 Kbps, 1.544 Mbps, 3 Mbps, 4.5 Mbps, 6 Mbps, 10 Mbps, IEEE Standard 802.3 or 100 Mbps and 1000 Mbps (a.k.a., GigE or 1 Gigabit), IEEE Standard 802.3u (Carrier Sense Multiple Access with Collision Detection (CSMA/CD) Access Method and Physical Layer Specifications).
- 3.3.8 Ethernet supports the following interfaces:(i) RJ45 10 base T and 100 base T connections, for Ethernet LANs operating at a variety of speeds, and (ii) SX or LX Gigabit Interface Connectors for Ethernet LANs operating at a Native Mode of 1000 Mbps (a.k.a., GigE or 1 Gigabit).The standard equipment setting for a 1.5Mbps to 10Mbps circuit is 10Mbps full duplex setting. Circuit speed greater than 10Mbps, but, less than 100Mbps will be hard-coded 100Mbps full duplex setting. Gig-E speed is set at auto-negotiate.
- 3.3.9 An initial port is required in order to provide Ethernet to a Customer's location. Additional ports are only available to a Customer's location with at least one initial port.
- 3.3.10 Additional port discounts do not apply to different Customers at the same location.
- 3.3.11 The Customer must subscribe to the initial port in order to subscribe to an additional port. If the initial port is terminated at a Customer's location, then all Ethernet service will be terminated at that location unless Customer wants to re-specify one of the additional ports as the initial port with the appropriate rates applied. An additional port can be terminated without terminating the initial port to a Customer's location.
- 3.3.12 If the Customer subsequently orders an additional port and the contract period for the initial port has not expired, then the following applies: a) the contract period selected for an additional port must be equal or shorter than the remaining contract for the initial port or b) the contract period for the initial port will be extended to be coterminous with the contract period selected for the additional ports.

### 3.4 Construction Costs.

- 3.4.1 altafiber is offering Ethernet Services at the stated pricing subject to availability, and to the condition that altafiber's costs to deliver the Services to Customer be reasonable. If altafiber in its sole discretion determines that its construction costs to build the facilities to deliver the Services is excessive, then altafiber and Customer agree to enter good faith renegotiation of this Services Agreement as follows: (1) altafiber will within 10 business days of the last signature below return to Customer with an exact quote of the construction costs, at which time (2) altafiber and Customer will have five (5) business days to renegotiate to mutual agreement.

### 3.5 Repair – Response Time.

- 3.5.1 altafiber will use its best efforts to repair any inoperable Ethernet port within four (4) hours after a reactive or proactive trouble ticket is opened with altafiber that such port is inoperable. If such port remains inoperable for



more than eight (8) hours after a trouble ticket has been opened, altafiber will credit Customer's account for an amount equal to one-thirtieth (1/30) of the applicable monthly charge for such port. The same credit will apply for each additional eight (8) hour period that the port remains inoperable. The total amount of all credits for any one (1) inoperable port will not exceed the monthly port charge for such inoperable port. The credit referred to herein shall be altafiber's entire liability and Customer's exclusive remedy for any damages resulting from such inoperable port.

3.5.2 Performance Standards of the Ethernet Network are as follows: Mean time to respond at the port level: 30 minutes and Mean time to repair at the port level: 2 hours. Response Time shall mean that altafiber is aware of the problem, and a ticket is opened either reactively or proactively and altafiber is beginning to take action to resolve the issue.

### 3.6 Maintenance.

3.6.1 When a Customer reports a trouble to altafiber and the problem is not found in the altafiber's facilities, altafiber will bill the Customer for a payment of Maintenance of Service charge for the period of time from when the technician is dispatched to when the work is completed. The Maintenance of Service charges is as follows: (a) \$ 31.50 for the first fifteen (15) minutes or fraction thereof and (b) \$ 9.00 for each additional fifteen (15) minutes or fraction thereof.

3.6.2 If altafiber personnel initially fail to find trouble in altafiber facilities, but later discover that the trouble was indeed facilities related, then Maintenance of Service charges will not apply.

3.6.3 altafiber can continue to test/diagnose the problem on the Customer's premise at the rate of \$175.00 per hour, billable in half-hour increments, with a two-hour minimum.

3.6.4 altafiber can also be contracted to engineer and optimize the Customer's network by working on the Customer's premise. The rate for this enhanced service is \$250.00 per hour, billable in half-hour increments, with a two (2) hour minimum. This service would typically be independent of a troubleshooting dispatch, or in conjunction with a major problem/initiative, and would be initiated by the Customer.

3.6.5 altafiber will bill Customer for any additional charges. Any dispute of the charges shall be resolved pursuant to section 4.8 of the Service Agreement.

### 3.7 Cancellation, Delay or Modification of Service Orders.

3.7.1 Cancellation of Service Order. If Customer cancels a Service Order before altafiber has completed installation of the Ethernet service, ~~Customer must reimburse~~ altafiber will bill Customer for its costs. If Customer cancels a Service Order after the Ethernet service has been installed, the termination liability set forth in Section 11 below will apply. All requests by Customer to cancel a pending Service Order are effective only if provided in writing.

3.7.2 Requests to Delay Installation. Customer may request to delay installation for up to thirty (30) days following the original Firm Order Commitment ("FOC") due date for no charge if such request is provided in writing to altafiber within two (2) business days of receiving the FOC due date. If Customer submits its request to delay installation after the two (2) business days after receipt of the FOC, then altafiber will bill \$100.00 for any request to change the FOC due date. However, if the customer requests a change of due date within five (5) business days prior to the communicated FOC due date, altafiber will bill \$300.00 for the FOC due date change.

3.7.3 Failure to Notify of Installation Delay. If the Customer fails to notify altafiber of an installation delay pursuant to Section 7.2 above, altafiber will bill for the Monthly Recurring Charge for such Ethernet service from the original FOC due date to the actual date of installation. Customer will be required to notify altafiber in writing to reschedule an installation date.

3.7.4 Modification of Service Orders. If Customer requests modifications to pending Service Orders altafiber will bill Customer for its actual costs incurred in reengineering and modifying the Ethernet service, including any third-party charges assessed against altafiber as a result of such modification.

### 3.8 Testing.

3.8.1 altafiber will notify Customer when the Ethernet service has been successfully installed, on a circuit-by-circuit basis, and is available for Customer's use ("Service Date"). Unless Customer notifies altafiber by the close of the second business day following the Service Date that the Service is not operational, the Service Term will commence on the Service Date. Customer also has thirty (30) days following the Service Date to conduct additional testing of the Ethernet services. If such testing indicates that the Ethernet service is not operating properly, and Customer notifies altafiber and reasonably identifies the problem, altafiber will work with Customer



to remedy the problem. If altafiber reasonably determines that the problem is due to altafiber's Network or altafiber Equipment or third-party telecommunications facilities arranged by altafiber on altafiber's side of the demarcation point, then Customer will be credited for the MRCs associated with the Ethernet service from the Service Date through the date that the Ethernet service is made operational. If altafiber reasonably determines that the problem is not being caused by altafiber's Network, altafiber Equipment, or third-party telecommunications facilities arranged by altafiber on altafiber's side of the demarcation point, the Service Date will remain unchanged. altafiber is not responsible for testing failures resulting from problems with Customer's equipment.

### 3.9 Billing and Payment.

3.9.1 Unless Customer notifies altafiber otherwise, charges for Ethernet services will commence on the Service Date as defined in Section 8 above. The Service Date will not be delayed due to Customer's failure to be ready for delivery of the Ethernet service on the agreed upon installation date.

### 3.10 Title to Equipment and Facilities.

3.10.1 All equipment and facilities used by altafiber in providing Dedicated FUSE Internet Access service hereunder will remain the sole property of altafiber, whether or not attached to or embedded in realty, unless otherwise agreed to in writing by the Parties with respect to specific equipment.

3.10.2 Upon disconnection of Ethernet service, Customer agrees to allow altafiber reasonable access to its facility in order to recover altafiber-owned, customer edge equipment within thirty (30) days of the disconnection date. In the event Customer does not allow altafiber reasonable access to its facility within thirty (30) days of the disconnection date, altafiber will bill Customer an "unclaimed equipment fee" equal to the amount of altafiber's actual cost incurred for the customer edge equipment. The actual cost for the service access switch model D fee is \$1,000. The actual cost for the service access switch model T fee is \$5,000.

3.10.3 Customer authorizes altafiber to enter the premises to install and maintain altafiber facilities relating to the provision of Ethernet service. At all times, including but not limited to periods before and after installation, such facilities shall be owned by, exclusively, and shall remain the property of altafiber. Upon Customer's request, altafiber will provide an installation plan in recognition of considerations regarding aesthetics and space

### 3.11 Termination Charges.

3.11.1 If Customer cancels, in whole or in part, any requested addition, rearrangement, relocation or other modification to Ethernet prior to completion thereof, altafiber will bill Customer for the actual expenses incurred by altafiber in connection with such modification prior to altafiber's receipt of notice of cancellation; provided, however, the amount of such reimbursement will not exceed the service, construction, installation, termination and other charges for which Customer would have otherwise been responsible.

3.11.2 If nonrecurring charges associated with the installation of Ethernet service are waived and the Ethernet is then terminated prior to the expiration of the Term, altafiber will bill Customer for payment of the waived charges.

## Section 4: General Terms and Conditions

### 4.1 Definitions.

4.1.1 The following definitions shall apply to this Agreement and, unless otherwise provided therein, shall also apply to the this Supplements. The definitions shall apply equally to both the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words "include," "includes" and "including" shall be deemed to be followed by the phrase "without limitation". The words "shall" and "will" are used interchangeably throughout this Agreement and the use of either connotes a mandatory requirement. The use of one or the other shall not mean a different degree



or right or obligation for either Party. The use of the term "Agreement" shall be deemed to refer to the entire agreement between the Parties consisting of this Agreement and includes the Supplement.

- 4.1.2 **Applicable Laws** - means all applicable federal, state, and local statutes, laws, rules, regulations, codes, final and non-appealable orders, decisions, injunctions, judgments, awards and decrees that relate to a Party's obligations under this Agreement.
- 4.1.3 **Information** - means any writing, drawing, sketch, model, sample, data, computer program, software, verbal communication, e-mail, recording or documentation of any kind.
- 4.1.4 **Party** - means (i) altafiber parent company, its affiliates and subsidiaries (collectively "altafiber") or (ii) Customer; and "Parties" means (i) and (ii).
- 4.1.5 **Proprietary Information** - means any Information communicated, whether before, on or after the Effective Date, by a Party ("Disclosing Party") to the other Party ("Receiving Party"), pursuant to this Agreement and if written, is marked "Confidential" or "Proprietary" or by similar notice or if oral or visual, is identified as "Confidential" or "Proprietary" at the time of disclosure; or if by electronic transmission (including, but not limited to, facsimile or electronic mail) in either human readable or machine readable form, and is clearly identified at the time of disclosure as being "Proprietary" or "Confidential" by an appropriate and conspicuous electronic marking within the electronic transmission, which marking is displayed in human readable form along with any display of the "Proprietary" or "Confidential" information; or if by delivery of an electronic storage medium or memory device which is clearly identified at the time of disclosure as containing "Proprietary" or "Confidential" information by an appropriate and conspicuous marking on the storage medium or memory device itself and by an appropriate and conspicuous electronic marking of the stored "Proprietary" or "Confidential" information, which marking is displayed in human readable form along with any display of the "Proprietary" or "Confidential" information.

## 4.2 Services.

- 4.2.1 The applicable rates, fees, commissions and charges for a particular service to be provided by altafiber pursuant to the Supplement will be on the Services Agreement sheet. Any other regulated services not listed on the Supplement which are provided by altafiber to Customer shall be governed by the rates, terms, and conditions of the appropriate tariff. altafiber shall comply with all applicable laws, rules, regulations, ordinances, and codes (collectively, "Legal Requirements") in connection with the provision of the Supplement Service. The specific terms and conditions applicable to the particular services to be provided pursuant to this Agreement, including the description of the services to be provided and the obligations of each Party in connection therewith, termination rights, performance obligations and service parameters are or shall be set forth in the Supplement. Any future Supplements entered into between the parties shall reference and be governed by the terms of this Agreement. In the event of a conflict between the terms of this Agreement and a Supplement, the terms of the Supplement shall prevail.

## 4.3 Equipment Warranty, Use and Maintenance.

- 4.3.1 If applicable, altafiber will maintain the equipment used to provide service under the applicable Supplements, in good working order during the term specified on the Services Agreement sheet, except CPE provided as part of any Ethernet service, subject to the exclusions set forth under Section four (4) entitled Warranty Exclusions. Customer will permit altafiber access to equipment on Customer's premises used to provide service hereunder and altafiber will comply with the Customer's security and safety regulations at Customer's site. Repair parts or replacement parts may be new, remanufactured or refurbished at the discretion of altafiber. Customer will not make any modifications to the equipment used to provide service hereunder without the written permission of altafiber and will pay the cost of any repairs necessitated by unauthorized work.

## 4.4 Warranty Exclusions.

- 4.4.1 The warranties provided under Section three (3) do not cover services required to repair damages, malfunctions or failures caused by: (a) Customer's failure to follow altafiber's written operation or maintenance instructions provided to Customer; (b) Customer's unauthorized repair, modifications or relocation of equipment used to provide services hereunder, or attachment to such equipment of non-altafiber equipment;

and (c) Customer's abuse, misuse or negligent acts. altafiber may perform services in such instances on a time and materials or contract basis.

4.4.2 altafiber will not be liable to Customer or third parties for any claims, loss or expense of any kind or nature caused directly or indirectly by: (i) interruption or loss of use or loss of business; or (ii) any consequential, indirect, special or incidental damages suffered by Customer or third parties whatsoever.

4.4.3 Except as specified herein and any supplements, altafiber, its subcontractors and suppliers (except as expressed in writing by them) make no warranties, express or implied, and specifically disclaim any warranty or merchantability of fitness for a particular purpose.

#### 4.5 Title or Risk of Loss of Equipment.

4.5.1 For equipment sold to Customer and installed by altafiber, title shall pass to Customer on the In-Service Date. Risk of loss shall pass at the time of delivery.

4.5.2 For all other equipment used in the provision of services under any of the Supplements, title shall remain solely with altafiber, whether or not attached to or embedded in realty, unless otherwise agreed to in writing by the parties. altafiber will bear the risk of loss or damage to the equipment used in the provision of service, except that Customer will be liable to altafiber for the cost of repair or replacement of equipment lost or damaged as a result of Customer's negligence, intentional acts, unauthorized installation or maintenance or other causes within the control of Customer, its employees, agents or subcontractors.

#### 4.6 Governing Law.

4.6.1 This Agreement shall be deemed to be a contract made under the laws of the State of Ohio, and the internal laws of such state shall govern the construction, interpretation and performance of this Agreement, without reference to conflicts of law provisions. Any legal action arising under this Agreement must be filed (and thereafter maintained) in a state or federal court located in Hamilton County, Ohio within two (2) years after the cause of action arises.

#### 4.7 Confidential Information. – Removed, government entity

#### 4.8 Resolution of Disputes.

4.8.1 The Parties will attempt in good faith to resolve any controversy or claim arising out of or relating to this Agreement promptly through discussions between themselves at the operational level. In the event a resolution cannot be reached at the operational level, the disputing Party shall give the other Party written notice of the dispute and such controversy or claim shall be negotiated between appointed counsel or senior executives of the Parties who have authority to settle the controversy.

#### 4.9 Terms of Payment.

4.9.1 Invoices for Services are due and payable in U.S. dollars within thirty (30) days of invoice date ("Invoice Due Date"). Customer shall allow for up to three (3) days for payment processing within such thirty (30) day period. Payments not received by Invoice Due Date are considered past due. In addition to altafiber undertaking any of the actions set forth in this Agreement, altafiber may apply late payment fees or take any action in connection with any other right or remedy altafiber may have under this Agreement in law or in equity. Late payment fees will: (i) be assessed on any past due balance; (ii) be calculated as 2% of the past due balance if the past due balance includes regulated products or the greater of \$11.95 or 2% of the past due balance if the past due balance does not include regulated products; and (iii), will be added to the past due balance and included in future billing cycles. Customer shall be in default if Customer fails to make payment as required and such failure remains uncured for five (5) calendar days after the Invoice Due Date. If Customer in good faith disputes any portion of any altafiber invoice, Customer shall submit to altafiber by the Invoice Due Date, full payment of the undisputed portion of any altafiber invoice and written documentation identifying and substantiating the disputed amount. If Customer does not report a dispute within sixty (60) days following the date on the applicable invoice, Customer shall have waived its right to dispute that invoice. altafiber and Customer agree to use their respective best efforts to resolve any dispute within thirty (30) days after altafiber receives written notice of the dispute from Customer. Any disputed amounts resolved in favor of Customer



shall be credited to Customer's account on the next invoice following resolution of the dispute. Any disputed amounts determined to be payable to altafiber shall be due within (10) days of resolution of the dispute.

4.9.2 Customer shall pay taxes levied upon any sale, transfer of ownership, installation, license or use of products or services, unless Customer provides a tax exemption certificate. Excluded are taxes on altafiber's net income.

#### 4.10 Termination.

4.10.1 Notwithstanding the provisions regarding the Term and Termination Charges of each Supplement, and in addition to the Parties' rights of termination specifically provided elsewhere in this Agreement, the following shall apply:

4.10.2 In the event Customer provides timely notice to altafiber that it does not intend to renew an automatically renewing contract, altafiber will continue to provide service to Customer after the expiration of the then current contract term on a month-to-month basis. The provision of such month-to-month service shall be subject to the terms and conditions and the month-to-month tariff / service agreement rates in effect at the time. Either Party may terminate the month-to-month service, without termination penalty, upon thirty (30) days advance written notice to the other Party.

4.10.3 In the event that one Party breaches any material obligation provided hereunder, excluding payment obligations, or in such Supplement (other than Customer's payment obligations), the other Party shall give the breaching Party written notice of the breach and request that the breach be cured ("Cure Notice"). If the breaching Party fails to cure the specified breach within thirty (30) days of receipt of the Cure Notice (or such other mutually agreed upon time), the other Party shall have the right to terminate the Supplement, effective upon five (5) days prior written notice to the breaching Party ("Termination Notice"). The right of altafiber and the Customer to terminate in any such case shall be in addition to any other rights and remedies they may have hereunder or at law or in equity.

4.10.4 A Party may, at its option, terminate a Supplement effective immediately upon written notice upon the occurrence of an "Insolvency Event of Default" (as defined below) with respect to the other Party. The occurrence of any one or more of the following events shall constitute an "Insolvency Event of Default": the other Party admits in writing its inability to pay its debts generally or makes a general assignment for the benefit of creditors; any affirmative act of insolvency by the other Party or the filing by or against the other Party (which is not dismissed within ninety (90) days of any petition or action) under any bankruptcy, reorganization, insolvency arrangement, liquidation, dissolution or moratorium law, or any other law or laws for the relief of, or relating to, debtors; or the subjection of a material part of the other Party's property to any levy, seizure, assignment or sale for or by any creditor, third party or governmental agency.

4.10.5 If Customer cancels, in whole or in part, any requested addition, rearrangement, relocation or other modification to Services prior to completion thereof, altafiber will bill Customer for the actual expenses incurred by altafiber in connection with such modification prior to altafiber's receipt of notice of cancellation; provided, however, the amount of such reimbursement will not exceed the service, construction, installation, termination and other charges for which Customer would have otherwise been responsible.

4.10.6 Customer shall have the right to terminate any Supplement for convenience at any time upon thirty (30) days prior written notice to altafiber. The termination charge will be considered to be liquidated damages and will be altafiber's sole remedy against Customer for early termination, except for outstanding charges. The termination liability language contained within the applicable Supplement is not intended to indicate that the Customer has approved or sanctioned the specific termination charges contained herein. Signatories to the Agreement shall be free to pursue whatever legal remedies they may have should a dispute arise.

4.10.7 Customer shall have the right to terminate any Supplement for convenience at any time upon thirty (30) days prior written notice to altafiber. In the event that any service under this Agreement is terminated by Customer for convenience or for reasons other than altafiber's breach of this Agreement prior to the expiration of the then-current Term, altafiber will bill the Customer a termination charge equal to all remaining amounts due or to become due, including but not limited to all monthly charges for which Customer would have been responsible if the Customer had not terminated prior to the expiration of the then-current Term.

4.10.8 One or more Supplements may be terminated by the Parties without causing a termination of this Agreement or other Supplements.

#### 4.11 Indemnification. –Removed, government entity

## 4.12 Responsibilities of Each Party.

4.12.1 Each Party has and hereby retains the right to exercise full control of and supervision over its own performance of its obligations under this Agreement and retains full control over the employment, direction, compensation and discharge of their respective employees assisting in the performance of such obligations. Each Party will be solely responsible for all matters relating to payment of such employees, including compliance with social security taxes, withholding taxes and all other regulations governing such matters. Except as otherwise provided in this Agreement, each Party will be responsible for its own acts and those of its employees, agents, and contractors during the performance of such Party's obligations hereunder.

## 4.13 Limitations of Liability.

4.13.1 altafiber's liability arising out the provision of: (i) Services; (ii) delays in the restoration of Services; or (iii) arising out of mistakes, accidents, omissions, interruptions, errors or defects in transmission, or delays caused by judicial or regulatory authorities, shall be subject to the limitations set forth below and in the applicable Tariff. In no event shall altafiber be liable to customer, customer's own customers, or any other third party with respect to the subject matter of this agreement under any contract, warranty, negligence, strict liability, or other theory for any type of indirect, consequential, incidental, reliance, special, or punitive damages, or for any lost profits, lost revenues, or lost savings of any kind, arising out of or relating to this agreement whether or not altafiber or Customer was advised of the possibility of such damages and whether or not such damages were foreseeable. For purposes of this section, "altafiber" is deemed to include altafiber's parent company, and its respective affiliates and subsidiaries, and the directors, officers, employees, agents, representatives, subcontractors and suppliers of each of them.

4.13.2 The Parties hereto agree that the termination liabilities and the limitations on liability contained in this Agreement are fair and reasonable adjustments to the uncertain and difficult to ascertain damages which might arise under this Agreement and are intended to be reasonable allocations by the Parties of the business risks inherent in this Agreement.

## 4.14 Security and Access.

4.14.1 Employees and agents of altafiber and its subsidiaries, while on the premises of Customer, will comply with all reasonable rules, regulations and security requirements of Customer.

## 4.15 Work on Customer's Premises.

4.15.1 In performance of its obligations hereunder, altafiber shall comply with all applicable laws and will indemnify and hold Customer harmless from and against any claims, demands, suits, losses, damages, costs and expenses arising out of altafiber's noncompliance with any such laws. If altafiber's work related to this Agreement involves operations by altafiber on the premises of Customer, altafiber shall take reasonable precautions necessary to prevent the occurrence of any injury to person or property during the progress of such work. Except to the extent an injury to person or property is the result of Customer's negligence or willful misconduct, altafiber shall defend, indemnify and hold harmless Customer against any claims, demands, suits, losses, damages, costs and expenses which are directly and proximately caused by negligent or willful conduct of altafiber's employees, agents or subcontractors.

4.15.2 altafiber shall provide liability insurance coverage as follows:

altafiber shall carry Commercial General Liability coverage or Professional Liability coverage with limits of \$1,000,000 Per Occurrence, \$2,000,000 / Aggregate, with no interruption of coverage during the entire term of this Agreement. altafiber shall also carry automobile liability coverage with limits of \$1,000,000 Per Occurrence / Aggregate.

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

By endorsement to the Commercial General Liability or Professional Liability coverage, Customer shall be named as an additional insured with the same primary coverage as the principal insured – no policy of



Commercial General Liability or Professional Liability coverage that provides only excess coverage for an additional insured is permitted.

altafiber shall provide Customer with a certificate of insurance evidencing such coverage and conditions set forth herein, and shall provide thirty (30) days notice of cancellation or non-renewal to Customer. Such certificates shall provide that the insurer notify Customer in writing should any of the above described policies be canceled before the expiration date thereof, to be mailed by the insurer to Customer not less than 30 days prior to said cancellation date. altafiber shall also deliver to Customer, at least 15 days prior to the expiration date of each policy or policies (or of any renewal policy or policies), certificates for the renewal policies of the insurance coverage required herein.

altafiber shall carry statutory worker's compensation insurance as required by law and shall provide Customer with certificates of insurance evidencing such coverage simultaneous with the execution of this Agreement.

Cancellation or non-renewal of insurance shall be grounds to terminate this Agreement.

#### **4.16 Customer Obligations.**

4.16.1 Prior to requesting repair service from altafiber, Customer will use its best efforts, including but not limited to performing reasonable diagnostic tests, to verify whether any trouble with the Service is a result of the Customer's equipment or facilities. Customer shall be responsible for any such trouble resulting from the Customer's equipment or facilities. Customer will cooperate with any joint testing of the Service reasonably requested by altafiber.

#### **4.17 System Maintenance.**

4.17.1 In the event altafiber determines that it is necessary to interrupt Services or that there is a potential for Services to be interrupted for the performance of system maintenance, altafiber will use good faith efforts to notify Customer prior to the performance of such maintenance and will schedule such maintenance during non-peak hours (midnight to 6:00 am. local time). In no event shall interruption for system maintenance constitute a failure of performance by altafiber.

#### **4.18 Subcontracting.**

4.18.1 altafiber may subcontract work to be performed under this Agreement, but shall retain responsibility for the work.

#### **4.19 Changes in Laws.**

4.19.1 This Agreement is predicated upon current state and federal laws and regulations. If new laws or regulations or new applications of current law and regulations affect this Agreement, either Party may request on thirty (30) days' written notice that one or more provisions be renegotiated consistent with the changed circumstances.

#### **4.20 Force Majeure.**

4.20.1 No Party shall be held liable for any delay or failure in performance of any part of this Agreement, including any Supplement, caused by a force majeure condition, including fires, pandemics, embargoes, explosions, power blackouts, earthquakes, volcanic action, floods, wars, water, the elements, labor disputes (such as a work stoppage), civil disturbances, government requirements, civil or military authorities, acts of God or a public enemy, inability to secure raw materials, inability to secure product of manufacturers or outside vendors, inability to obtain transportation facilities, acts or omissions of transportation common carriers, or other causes beyond its reasonable control whether or not similar to the foregoing conditions. If any force majeure condition occurs, the Party whose performance fails or is delayed because of such force majeure condition ("Delayed Party") shall promptly give written notice thereof to the other Party. The Delayed Party shall use all best efforts to avoid or mitigate performance delays despite a force majeure condition, and shall restore performance as soon as the force majeure condition is removed.

#### **4.21 Good Faith Performance.**



4.21.1 Each Party shall act in good faith in its performance under this Agreement and, in each case in which a Party's consent or agreement is required or requested hereunder, such Party shall not unreasonably withhold or delay such consent or agreement, as the case may be.

#### 4.22 No License.

4.22.1 Except as expressly provided in this Agreement or a Supplement, no license under patents, copyrights, trademarks, service marks, trade names or other indicia of origins, or any other intellectual property right (other than the limited license to use consistent with the terms, conditions and restrictions of this Agreement) is granted by either Party or shall be implied or arise by estoppel with respect to any transactions contemplated under this Agreement.

#### 4.23 Amendments; Waivers.

4.23.1 Except as otherwise provided in this Agreement, no amendment or waiver of any provision of this Agreement, and no consent to any default under this Agreement, shall be effective unless the same shall be in writing and signed by an authorized official of the Party against whom such amendment, waiver or consent is claimed. In addition, no course of dealing or failure of any Party to strictly enforce any term, right or condition of this Agreement shall be construed as a waiver of such term, right or condition.

#### 4.24 Notices.

4.24.1 All notices, demands, requests, elections, or other communications provided under this Agreement or which may be given by one Party to the other Party under this Agreement and to the extent a notice relates to an alleged breach, termination, or other claim under a Supplement, such notice shall be made in writing (unless specifically provided otherwise herein) and unless otherwise specifically required by this Agreement to be delivered to another representative or point of contact, shall be (a) delivered personally, (b) delivered by express delivery service, (c) mailed, first class, certified mail postage prepaid, return receipt requested or (d) delivered by telecopy and shall be deemed effective upon receipt; provided that a confirmation copy is sent by the method described in (a), (b) or (c) of this Section. Notices shall be addressed to the parties at the addresses set forth on the Services Agreement sheet.

4.24.2 Changes in notice designation shall be made in writing and shall be deemed effective upon receipt. Notices will be deemed given as of the earlier of (i) the date of actual receipt, (ii) the next business day when notice is sent via express mail or personal delivery, (iii) four (4) business days after mailing in the case of first class, certified U.S. mail or (iv) on the date set forth on the confirmation in the case of telecopy.

#### 4.25 No Rights to Third Parties.

4.25.1 This Agreement shall not be deemed to provide third parties with any remedy, claim, right of action or other right.

#### 4.26 Severability.

4.26.1 If any term, condition, or provision of this Agreement shall be invalid or unenforceable for any reason, such invalidity or unenforceability shall not invalidate or render unenforceable the remainder of this Agreement; and, unless such construction would be unreasonable, this Agreement shall be construed as if not containing the invalid or unenforceable provision or provisions and the rights and obligations of each Party shall be construed and enforced accordingly. If necessary to affect the intent of the Parties, the Parties shall negotiate in good faith to amend this Agreement to replace the unenforceable language with enforceable language that reflects such intent as closely as possible.

#### 4.27 Assignment.

4.27.1 Customer will not resell or permit any third party to use any of the services provided by altafiber hereunder. Neither Customer nor altafiber may assign this Agreement without the prior written consent of the other Party, which shall not be unreasonably withheld or delayed. altafiber shall not be required to obtain consent in the case of a sale of all or substantially all the assets of altafiber or an assignment to an entity directly or indirectly owning or controlling, owned or controlled by, or under common control with the assigning Party. Notwithstanding the foregoing, altafiber shall retain the right to terminate this Agreement without further



obligation or liability to Customer, its successors or assigns, if, in its sole and exclusive judgment any assignment or purported assignment by Customer is to be made to a competitor of altafiber.

#### **4.28 Entire Agreement; Continuing Obligations.**

- 4.28.1 The Agreement, which includes the Signatures, Pricing, Product Supplement(s) and General Terms & Conditions, constitutes the entire Agreement between the Parties concerning the subject matter hereof. All prior agreements, representations, statements, negotiations, understandings, proposals, and undertakings, oral or written, with respect to the subject matter thereof are superseded and replaced by the provisions of this Agreement.
- 4.28.2 Irrespective of any provision contained in this Agreement or in any Supplement to the contrary, Articles 6 through 9 and Articles 11 through 30 of this Agreement shall take precedence over, supersede and control any conflicting provision (or the absence of a provision) heretofore or hereinafter executed by the Parties unless such Article, including any subsection thereof, is expressly identified as the subject of an amendment that is in writing and agreed upon by a representative of each Party having authority to agree to such amendment.
- 4.28.3 Any liability or obligation of any Party to the other Party for acts or omissions prior to the cancellation or termination of this Agreement, any obligation of any Party to make payments, any obligation of any Party under the provisions of Article 8 hereof regarding resolution of disputes, Article 15 hereof regarding indemnification, and Article 13 regarding limitations on liability, and any provisions that, by their terms, are contemplated to survive (or be performed after) termination of this Agreement, shall, in each case, survive cancellation or termination of this Agreement.
- 4.28.4 The rights and obligations under this Agreement shall survive any merger or sale of either Party and shall be binding upon the successors and permitted assigns of each Party.
- 4.28.5 Under federal law, Customer has a right, and altafiber has a duty, to protect the confidentiality of information regarding the telecommunications services Customer buys from altafiber, including the amount, type, and destination of Customer's service usage; the way altafiber provides services to Customer; and Customer's calling and billing records. Together, this confidential information is described as Customer Propriety Network Information ("CPNI"). Customer hereby consents to altafiber sharing its CPNI with altafiber affiliates, subsidiaries and any other current or future direct or indirect subsidiaries of the altafiber parent company as well as altafiber agents and authorized sales representatives, to develop or bring to new products or services to Customer's attention. This consent survives the termination of Customer's service and is valid until Customer affirmatively revokes or limits such consent.

#### **4.29 Regulatory Approval; Tariffs.**

- 4.29.1 This Agreement is subject to applicable regulatory requirements. In the event of any conflict between the terms of this Agreement and applicable regulatory requirements, such regulatory requirements will take precedence and be controlling. The obligations of altafiber and Customer under this Agreement may be contingent upon approval of this Agreement by applicable regulatory agencies, including the Public Utilities Commission of Ohio. The regulations and rates specified herein are in addition to applicable regulations and rates set forth in altafiber's tariffs on file with regulatory agencies.

#### **4.30 Executed in Counterparts.**

- 4.30.1 This Agreement may be executed in any number of counterparts, each of which shall be an original, but such counterparts shall together constitute but one and the same instrument.

#### **4.31 Headings.**

- 4.31.1 The titles and headings of Articles and Sections of this Agreement have been inserted for convenience of reference only and are not to be considered a part hereof and shall in no way define, modify, or restrict the meaning or interpretation of the terms or provisions of this Agreement.

# Resolution

Number 25-0029

Adopted Date January 14, 2025

## AUTHORIZING THE SEVENTH AMENDMENT TO THE WARREN COUNTY WATER AREA CONTRACT WITH THE CITY OF CINCINNATI

WHEREAS, Cincinnati and the Board of County Commissioners of Warren County, Ohio entered into a Warren County Water Area Contract dated February 17, 1995, providing for Cincinnati to supply surplus water within portions of Warren County defined in that agreement as the retail water area and wholesale water area; and

WHEREAS, the County and Cincinnati entered into the First Amendment to the Warren County Water Area Contract on December 12, 1996 to collaborate on the construction of a Cincinnati transmission main on State Route 3/U.S. Route 22, allowing Cincinnati to provide wholesale water to the Western Water Company; and

WHEREAS, the County and Cincinnati entered into the Second Amendment to the Warren County Water Area Contract on June 17, 1997 to allow for improvements to increase the potential flow to Warren County including the construction of a transmission main along Columbia Road and Socialville-Fosters Road and oversizing of the State Route 3/ U.S. Route 22 transmission main; and

WHEREAS, the County and Cincinnati entered into the Third Amendment to the Warren County Water Area Contract on January 31, 2017 to clarify the retail service boundary along Fields Ertel Road at the Cross Creek Estates residential development; and

WHEREAS, the County and Cincinnati entered into the Fourth Amendment effective December 23, 2020 to add certain properties in the unincorporated area of Warren County to the "Warren County Retail Water Area" as defined in the Contract so that they could be served by Cincinnati's GCWW under the Contract's terms; and

WHEREAS, the County and Cincinnati entered into the Fifth Amendment effective February 15, 2023 to add certain properties in the unincorporated area of Warren County to the "Warren County Retail Water Area" as defined in the Contract so that they could be served by Cincinnati's GCWW under the Contract's terms; and

WHEREAS, the County and Cincinnati entered into the Sixth Amendment effective May 16, 2024 to add certain properties in the unincorporated area of Warren County to the "Warren County Retail Water Area" as defined in the Contract so that they could be served by Cincinnati's GCWW under the Contract's terms; and

WHEREAS, the Greater Cincinnati Water Works (GCWW) and the City of Mason have constructed water transmission mains in areas of Union Township that are not currently served by the Warren County Water and Sewer Department; and

WHEREAS, the County and Cincinnati agree that the certain residential homes in these areas could be serviced by GCWW; and



RESOLUTION 25-0029  
JANUARY 14, 2025  
PAGE 2

NOW THEREFORE BE IT RESOLVED, that the Board of Warren County Commissioners does hereby approve and execute the Seventh Amendment to the Warren County Water Area Contract with the City of Cincinnati, such Seventh Amendment is effective immediately and is attached hereto and make a part of hereof.

BE IT FURTHER RESOLVED, that all the provisions of the aforesaid Warren County Water Area Contract shall remain unchanged by this action.

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

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

Resolution adopted this 14<sup>th</sup> day of January 2025.

BOARD OF COUNTY COMMISSIONERS

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

cc: c/a—City of Cincinnati  
Water/Sewer (file)

**SEVENTH AMENDMENT  
TO THE WARREN COUNTY WATER AREA CONTRACT**

This *Seventh Amendment to the Warren County Water Area Contract* ("Seventh Amendment") is made and entered into effective as of the latter of such dates indicated below the parties' respective signatures hereto (the "Effective Date") by and between the City of Cincinnati ("Cincinnati"), acting through its City Manager, and the Board of County Commissioners of Warren County, Ohio ("County"), acting pursuant to chapters 307 and 308 of the Ohio Revised Code.

**WITNESSETH:**

WHEREAS, Cincinnati and the Board of County Commissioners of Warren County, Ohio entered into a *Warren County Water Area Contract* dated February 17, 1995 (as amended, the "Contract"), providing for Cincinnati through its Greater Cincinnati Water Works ("GCWW") to supply surplus water within portions of Warren County defined in that agreement as the retail water area and wholesale water area; and

WHEREAS, the County and Cincinnati entered into the *First Amendment to the Warren County Water Area Contract* on December 12, 1996 to collaborate on the construction of a transmission main on State Route 3/U.S. Route 22, allowing Cincinnati to provide wholesale water to the Western Water Company; and

WHEREAS, the County and Cincinnati entered into the *Second Amendment to the Warren County Water Area Contract* on June 17, 1997 for improvement including the construction of a transmission main along Columbia Road and Socialville-Foster Road and oversizing of the State Route 3/U.S. Route 22 transmission main to increase the supply the water to Warren County; and

WHEREAS, the County and Cincinnati entered into the *Third Amendment to the Warren County Water Area Contract* on February 15, 2017 to clarify the retail service boundary along Fields Ertel Road at the Cross Creek Estates residential development; and

WHEREAS, the County and Cincinnati entered into the *Fourth Amendment to the Warren County Water Area Contract* on December 23, 2020 to add certain properties in the unincorporated area of Warren County to the "Warren County Retail Water Area" as defined in the Contract so that they could be served by Cincinnati's GCWW under the Contract's terms; and

WHEREAS, the County and Cincinnati entered into the *Fifth Amendment to the Warren County Water Area Contract* on December 21, 2022 to add certain properties in the unincorporated areas of Warren County to the "Warren County Retail Water Area" as defined in the Contract so that they could be served by Cincinnati's GCWW under the Contract's terms; and

WHEREAS, the County and Cincinnati entered into the *Sixth Amendment to the Warren County Water Area Contract* on May 16, 2024 to add certain properties in the unincorporated area

of Warren County to the "Warren County Retail Water Area" as defined in the Contract so that they could be served by Cincinnati's GCWW under the Contract's terms; and

WHEREAS, an additional property in the unincorporated area of Warren County (listed in Exhibit A hereto, referred to hereafter as the "Property") does not currently have public water service and does not have convenient access to a Warren county water main; and

WHEREAS, GCWW has water mains in the vicinity of the Property and is able to provide retail water service to the Property; and

WHEREAS, the County and Cincinnati desire to enter into this Seventh Amendment to add the Property to the "Warren County Retail Water Area" as defined in the Contract so that it may be served by Cincinnati's GCWW under the Contract's terms;

NOW, THEREFORE, for and in consideration of the mutual promises, covenants, and agreements contained herein, the parties hereto agree to amend and supplement the Contract as follows:

1. **Warren County Retail Water Area.** The definition of "Warren County Retail Water Area" in Section 1(b) of the Contract shall be amended to add the parcel listed on Exhibit A and depicted in the area shown in the map on Exhibit B hereto.
2. **Ratification.** All terms of the Contract not amended hereby or not inconsistent herewith shall remain in full force and effect and by this reference are incorporated herein as if fully rewritten herein, and the Contract, as amended hereby, is hereby ratified by the parties.
3. **Counterpart Execution.** This Seventh Amendment may be executed in counterparts and the parties shall have the right to transmit signature pages to each other electronically in lieu of exchanging original pages.
4. **Exhibits.** The following exhibits are hereby attached and incorporated into this Seventh Amendment:
  - a. Exhibit A – Listing of the Property
  - b. Exhibit B – Map depicting the Property

[SIGNATURE PAGES FOLLOW]

**CITY OF CINCINNATI**

IN WITNESS WHEREOF, the City of Cincinnati has caused this Seventh Amendment to be executed by its City Manager on the date stated below, pursuant to Ordinance No. 412-2024 dated December 11, 2024.

**CITY OF CINCINNATI**

By: v. dallent for SMMML  
Sheryl M.M. Long, City Manager

Date: Dec. 27, 2024

**RECOMMENDED BY:**

Cathy B. Bailey  
Cathy B. Bailey, Executive Director  
Greater Cincinnati Water Works

**APPROVED AS TO FORM:**

Carolyn J. Glosby  
Assistant City Solicitor

**CERTIFICATION OF FUNDS:**

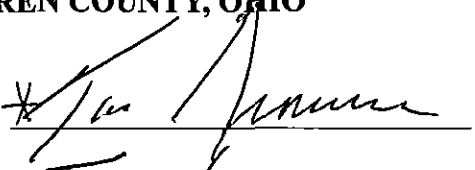
Date: 27 DEC 2024  
Funding: **CERTIFICATION OF FUNDS NOT REQUIRED**  
Amount: Karen Alder

Karen Alder  
Karen Alder, Finance Director

**WARREN COUNTY**

IN EXECUTION WHEREOF, the Warren County Board of Commissioners has caused this Contract to be executed by Tom Grossmann, its President, on the date stated below, pursuant to Board Resolution No. 25-0029, dated January 14, 2024.5

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

SIGNATURE: 

PRINTED NAME: Tom Grossmann

TITLE: President

DATE: January 14, 2025, 2024

Approved as to form:

DAVID P. FORNSHELL  
PROSECUTING ATTORNEY  
WARREN COUNTY, OHIO



Assistant Prosecuting Attorney

Adam M. Nice

**Exhibit A**

**List of Additional Unincorporated Properties to be Served by the Mason Water Utility**

July 22, 2024

<b>Account No.</b>	<b>Parcel No.</b>	<b>Area (Acres)</b>	<b>House Number</b>	<b>Road</b>	<b>Township</b>
6606288	1213300020	5.197	4637	COX-SMITH ROAD	Union

*Property information from Warren County Auditor*

**Exhibit B**

**Map of Additional Unincorporated Properties to be Served by the Mason Water Utility**

**July 22, 2024**



# Resolution

Number 25-0030

Adopted Date January 14, 2025

AUTHORIZING THE WARREN COUNTY SANITARY ENGINEER TO PREPARE AND SUBMIT A FINAL APPLICATION TO PARTICIPATE IN THE OHIO PUBLIC WORKS COMMISSION STATE CAPITAL IMPROVEMENT PROGRAM FOR THE SOUTH COVE ROADWAY IMPROVEMENT AND WATERLINE REPLACEMENT PROJECT FOR PY39 (2026)/FY27

WHEREAS, the State Capital Improvement Program provides financial assistance to political subdivisions for capital improvements to public infrastructure; and

WHEREAS, the Warren County Water and Sewer Department is planning to make capital improvements to the aged and deteriorated waterlines along South Cove Drive and South Cove Court in Deerfield Township; and

WHEREAS, Deerfield Township is planning to make roadway improvements to the aged and deteriorated roadway along South Cove and South Cove Court in Deerfield Township; and

WHEREAS, the infrastructure improvements described above are considered to be a priority need for the County and is a qualified project under the OPWC programs.

NOW THEREFORE BE IT RESOLVED, that:

1. The Warren County Sanitary Engineer is hereby authorized to apply to the OPWC for funds for capital improvements for the South Cove Roadway Improvements and Waterline Replacement Project for Program Year 39 (2026) / FY27.

2. The Warren County Sanitary Engineer is authorized to obtain engineering design proposals for the aforementioned improvements from prequalified professional engineering firms that have entered into Master Service Agreements with the County as authorized under Resolution 24-0712.

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

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 14<sup>th</sup> day of January 2025.

BOARD OF COUNTY COMMISSIONERS

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

ogb

cc: Water/Sewer (file)  
Project file



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

# Resolution

Number 25-0031

Adopted Date January 14, 2025

## ACKNOWLEDGING RECEIPT OF DECEMBER 2024 FINANCIAL STATEMENT

BE IT RESOLVED, to acknowledge receipt of the December 2024 County Financial Statement for Funds #1101 through #6650; as attached hereto and made a part hereof.

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

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

Resolution adopted this 14<sup>th</sup> day of January 2025.

BOARD OF COUNTY COMMISSIONERS

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

cc: Auditor (file) ✓  
S. Spencer  
Krystal Powell

# Financial Statement for 2024 Period 12



FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
1101	GENERAL FUND	105,305,003.08	6,938,409.59	11,311,161.88	100,932,250.79	510,632.14	101,442,882.93
2201	SENIOR CITIZENS SERVICE LEVY	7,432,547.14	478.55	815,469.16	6,617,556.53	0.00	6,617,556.53
2202	MOTOR VEHICLE	12,111,090.47	1,213,944.94	624,216.36	12,700,819.05	15,830.79	12,716,649.84
2203	HUMAN SERVICES	1,402,765.24	283,543.58	313,675.30	1,372,633.52	35,542.24	1,408,175.76
2204	COVID19 EMERGENCY RENTAL ASSIS	1,665,539.70	0.00	0.00	1,665,539.70	0.00	1,665,539.70
2205	BOARD OF DEVELOPMENTAL DISABIL	34,452,520.73	1,001,210.18	1,736,565.23	33,717,165.68	162,273.04	33,879,438.72
2206	DOG AND KENNEL	308,816.48	151,580.10	34,149.15	426,247.43	3,598.33	429,845.76
2207	LAW LIBRARY RESOURCES FUND	170,467.52	29,177.95	44,165.86	155,479.61	19,751.69	175,231.30
2208	CO&TRANSIT MEDICAID SALES TAX	0.00	0.00	0.00	0.00	0.00	0.00
2209	BOE ELECTIONS SECURITY GRANTS	25.69	0.00	0.00	25.69	0.00	25.69
2210	LOCAL CORONAVIRUS RELIEF FUND	0.00	0.00	0.00	0.00	0.00	0.00
2211	LOCAL FISCAL RECOVERY FUND	6,003,230.35	0.00	867,062.12	5,136,168.23	410,674.00	5,546,842.23
2212	ONEOHIO OPIOID SETTLEMENT FUND	1,385,071.48	0.00	0.00	1,385,071.48	0.00	1,385,071.48
2213	TOURISM & ECON DEV SUPPORT FUN	0.00	0.00	0.00	0.00	0.00	0.00
2215	VETERAN'S MEMORIAL	10,130.84	25.00	0.00	10,155.84	0.00	10,155.84
2216	RECORDER TECH FUND 317.321	279,621.37	12,520.00	4,171.75	287,969.62	3,460.52	291,430.14
2217	BOE TECHNOLOGY FUND 3501.17	1,126,998.58	0.00	338.77	1,126,659.81	0.00	1,126,659.81
2218	COORDINATED CARE	663,770.03	0.00	24,328.66	639,441.37	5,097.66	644,539.03
2219	WIRELESS 911 GOVERNMENT ASSIST	542,601.85	26,606.75	22,077.02	547,131.58	0.00	547,131.58
2220	CP INDIGENT DRVR INTRLK/MONITG	14,054.64	102.63	0.00	14,157.27	0.00	14,157.27
2221	CC/MC INDIGENT DRIVER INTERLOC	124,963.98	507.91	0.00	125,471.89	0.00	125,471.89
2222	JUV INDIGENT DRIVER INTERLOCK	3,586.34	100.00	0.00	3,686.34	0.00	3,686.34
2223	PROBATE/JUVENILE SPECIAL PROJ	309,046.29	1,980.45	0.00	311,026.74	0.00	311,026.74
2224	COMMON PLEAS SPECIAL PROJECTS	185,822.00	5,765.26	7,050.00	184,537.26	3,750.00	188,287.26
2227	PROBATION SUPERVISION 2951.021	817,374.07	9,376.51	23,723.40	803,027.18	5,375.00	808,402.18
2228	MENTAL HEALTH GRANT	224,737.81	142.88	4,305.13	220,575.56	4,900.00	225,475.56
2229	MUNICIPAL MOTOR VEH PERMIS TAX	2,215,356.08	42,359.39	0.00	2,257,715.47	0.00	2,257,715.47

# Financial Statement for 2024 Period 12



FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
2231	CO LODGING ADD'L 1%	107,161.85	80,799.51	107,161.85	80,799.51	0.00	80,799.51
2232	COUNTY LODGINGS TAX (FKA 7731)	324,241.50	242,397.89	324,241.50	242,397.89	0.00	242,397.89
2233	DOMESTIC SHELTER	37,919.00	2,308.00	0.00	40,227.00	0.00	40,227.00
2237	REAL ESTATE ASSESSMENT	7,637,765.80	0.00	144,408.74	7,493,357.06	83,812.09	7,577,169.15
2238	WORKFORCE INVESTMENT BOARD	201,434.63	211,612.11	299,475.59	113,571.15	109,256.71	222,827.86
2243	JUVENILE GRANTS	327,462.93	0.00	4,337.50	323,125.43	2,918.04	326,043.47
2245	CRIME VICTIM GRANT FUND	13,304.89	6,720.34	4,286.65	15,738.58	0.00	15,738.58
2246	JUVENILE INDIGENT DRIVER ALCOH	22,494.55	43.50	0.00	22,538.05	0.00	22,538.05
2247	FELONY DELINQUENT CARE/CUSTODY	561,330.95	0.00	124,424.32	436,906.63	19,764.21	456,670.84
2248	TAX CERTIFICATE ADMIN FUND	26,870.23	0.00	336.00	26,534.23	0.00	26,534.23
2249	DTAC-DELINQ TAX & ASSESS COLLE	848,256.05	520.00	16,789.41	831,986.64	0.00	831,986.64
2250	CERT OF TITLE ADMIN FUND	3,083,900.73	162,709.66	105,063.10	3,141,547.29	7,597.90	3,149,145.19
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	95,808.24	82,104.18	93,846.24	84,066.18	36,664.09	120,730.27
2255	MUNICIPAL VICTIM WITNESS FUND	76,408.59	0.00	7,786.02	68,622.57	0.00	68,622.57
2256	WARREN COUNTY SOLID WASTE DIST	1,015,536.09	8,032.63	16,826.33	1,006,742.39	642.00	1,007,384.39
2257	OHIO PEACE OFFICER TRAINING	289,474.34	0.00	0.00	289,474.34	0.00	289,474.34
2258	WORKFORCE INVESTMENT ACT FUND	201,882.88	48,953.98	39,832.29	211,004.57	12,117.73	223,122.30
2259	JTPA	1,675.19	0.00	1,675.19	0.00	0.00	0.00
2260	OHIO WORKS INCENTIVE PROGRAM	0.00	0.00	0.00	0.00	0.00	0.00
2261	PASS THROUGH GRANTS	0.00	81,660.03	24,565.82	57,094.21	0.00	57,094.21
2262	COMMUNITY CORRECTIONS MONITORI	970,033.31	25,340.50	28,414.25	966,959.56	130.00	967,089.56
2263	CHILD SUPPORT ENFORCEMENT	2,170,546.52	112,229.77	235,738.52	2,047,037.77	2,781.33	2,049,819.10
2264	EMERGENCY MANAGEMENT AGENCY	273,425.35	65,688.19	26,809.57	312,303.97	199.00	312,502.97
2265	COMMUNITY DEVELOPMENT	552,849.27	441,018.70	379,468.17	614,399.80	0.00	614,399.80

# Financial Statement for 2024 Period 12



FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
2266	COMM DEV-ENT ZONE MONITOR FEES	118,063.00	0.00	0.00	118,063.00	0.00	118,063.00
2267	LOEB FOUNDATION GRANT	24.73	0.00	0.00	24.73	0.00	24.73
2268	INDIGENT GUARDIANSHIP FUND	302,325.45	1,720.00	304.13	303,741.32	0.00	303,741.32
2269	INDIGENT DRIVER ALCOHOL TREATM	818,283.50	5,623.10	5,844.84	818,061.76	0.00	818,061.76
2270	JUVENILE TREATMENT CENTER	257,302.58	9,167.76	114,891.77	151,578.57	747.40	152,325.97
2271	DTAC-PROSECUTOR ORC 321.261	420,683.82	0.00	4,179.71	416,504.11	0.00	416,504.11
2272	CP INDIGENT DRVR ALC TREATMT	65,687.41	0.00	0.00	65,687.41	0.00	65,687.41
2273	CHILDREN SERVICES	6,244,194.11	1,061,016.01	791,250.47	6,513,959.65	347,867.24	6,861,826.89
2274	COUNTY COURT COMPUTR 1907.261A	99,230.53	1,035.00	36.73	100,228.80	0.00	100,228.80
2275	COUNTY CRT CLK COMP 1907.261B	150,558.72	3,241.00	0.00	153,799.72	0.00	153,799.72
2276	PROBATE COMPUTER 2101.162	112,906.63	495.00	0.00	113,401.63	0.00	113,401.63
2277	PROBATE CLERK COMPUTR 2101.162	324,147.01	1,650.00	0.00	325,797.01	0.00	325,797.01
2278	JUVENILE CLK COMPUTR 2151.541	70,597.39	695.45	0.00	71,292.84	0.00	71,292.84
2279	JUVENILE COMPUTER 2151.541	54,639.15	209.29	0.00	54,848.44	0.00	54,848.44
2280	COMMON PLEAS COMPUTER 2303.201	107,728.24	1,107.00	0.00	108,835.24	0.00	108,835.24
2281	DOMESTIC REL COMPUTER 2301.031	9,107.43	108.00	0.00	9,215.43	0.00	9,215.43
2282	CLERK COURTS COMPUTER 2303.201	804,785.46	6,186.20	0.00	810,971.66	0.00	810,971.66
2283	COUNTY CT SPEC PROJ 1907.24B1	2,379,395.92	20,207.00	11,839.72	2,387,763.20	634.29	2,388,397.49
2284	COGNITIVE INTERVENTION PROGRAM	416,537.26	4,043.40	6,560.00	414,020.66	0.00	414,020.66
2285	CONCEALED HANDGUN LICENSE	785,694.75	4,618.75	5,663.56	784,649.94	0.00	784,649.94
2286	SHERIFF-DRUG LAW ENFORCEMENT	5,177.89	0.00	0.00	5,177.89	0.00	5,177.89
2287	SHERIFF-LAW ENFORCEMENT TRUST	463,672.69	0.00	20,580.93	443,091.76	4,893.88	447,985.64
2288	COMM BASED CORRECTIONS DONATIO	12,400.99	0.00	0.00	12,400.99	0.00	12,400.99
2289	COMMUNITY BASED CORRECTIONS	243,531.26	0.00	62,524.73	181,006.53	0.00	181,006.53
2290	HAZ MAT EMERG PLAN SPEC FUND	5.76	0.00	0.00	5.76	0.00	5.76
2291	SHERIFF-D.A.R.E. PROGRAM	2,267.32	64.22	0.00	2,331.54	0.00	2,331.54
2292	TRAFFIC SAFETY PROGRAM-SHERIFF	0.00	0.00	0.00	0.00	0.00	0.00

# Financial Statement for 2024 Period 12



FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
2293	SHERIFF GRANTS	6,012.00	0.00	0.00	6,012.00	0.00	6,012.00
2294	SHERIFF DARE LAW ENFORC GRANT	8,286.67	0.00	4,143.34	4,143.33	4,143.34	8,286.67
2295	TACTICAL RESPONSE UNIT	22,439.89	12,102.66	84.54	34,458.01	238.21	34,696.22
2296	COMP REHAB DWNPMT ASST COMMDEV	47,144.73	0.00	0.00	47,144.73	0.00	47,144.73
2297	ENFORCEMT & EDUCATN 4511.19G5A	148,266.13	340.00	0.00	148,606.13	0.00	148,606.13
2298	REHAB INC FUNDS	100,432.46	0.00	0.00	100,432.46	0.00	100,432.46
2299	COUNTY TRANSIT	1,324,725.80	10,101.81	133,897.03	1,200,930.58	830.10	1,201,760.68
3327	BOND RETIREMENT SPECIAL ASSMT	68,133.64	0.00	0.00	68,133.64	0.00	68,133.64
3360	STATE OPWC LOAN	0.00	0.00	0.00	0.00	0.00	0.00
3368	2013 RADIO SYSTEM BONDS	0.00	0.00	0.00	0.00	0.00	0.00
3384	TAX INCREMENT FINANCING - P&G	0.00	0.00	0.00	0.00	0.00	0.00
3393	RID BOND GREENS OF BUNNEL	2,431,017.00	0.00	0.00	2,431,017.00	0.00	2,431,017.00
3395	JAIL BONDS 2019	0.00	0.00	0.00	0.00	0.00	0.00
4401	COUNTY WIDE FINANCIAL SOFTWARE	19,651.29	0.00	0.00	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	738,899.88	0.00	138,217.33	600,682.55	138,217.33	738,899.88
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	9,894,902.97	2,000.00	0.00	9,896,902.97	0.00	9,896,902.97

# Financial Statement for 2024 Period 12



FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
4452	STEPHENS RD BRIDGE REPLACEMENT	215,835.55	1,014.95	1,014.95	215,835.55	0.00	215,835.55
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	176,754.34	0.00	0.00	176,754.34	0.00	176,754.34
4455	PHASE II ROAD RESURFACING	0.00	0.00	0.00	0.00	0.00	0.00
4456	MAS MOR MIL PIKE ST BRIDGE	22,355.07	0.00	0.00	22,355.07	0.00	22,355.07
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	2,993.06	-2,993.06	0.00	0.00	0.00	0.00
4460	MCCLURE RD BRIDGE PROJ	8,387.27	140,982.10	140,982.10	8,387.27	0.00	8,387.27
4461	TOWNSHIP LINE RD BRIDGE PROJ	0.00	0.00	0.00	0.00	2,000.00	2,000.00
4462	COUNTY RD #182 BRIDGE REHAB	153,696.85	0.00	9,257.00	144,439.85	0.00	144,439.85
4463	FIELDS-ERTEL AND COLUMBIA ROAD	0.00	0.00	0.00	0.00	0.00	0.00
4464	GROG RUN RD BRIDGE PROJ	0.00	0.00	0.00	0.00	0.00	0.00
4465	BUTLER WARREN RD BRIDGE PROJ	0.00	0.00	0.00	0.00	0.00	0.00
4467	COUNTY CONST PROJECTS	5,603,943.98	1,000,000.00	38,016.90	6,565,927.08	8,002.38	6,573,929.46
4479	AIRPORT CONSTRUCTION	448,774.59	0.00	0.00	448,774.59	0.00	448,774.59
4484	P&G TIF ROAD CONSTRUCTION	0.00	0.00	0.00	0.00	0.00	0.00
4485	MIAMI VALLEY GAMING TIF	1,282,460.61	0.00	0.00	1,282,460.61	0.00	1,282,460.61
4489	TOWNE CENTER BLVD EXTENSION	0.00	0.00	0.00	0.00	0.00	0.00
4491	NEW COUNTY COURT CONSTRUCTION	8,115,256.69	0.00	2,427.50	8,112,829.19	0.00	8,112,829.19
4492	COMMUNICATION PROJECTS	3,022,139.08	2,000,000.00	486,634.45	4,535,504.63	340,146.21	4,875,650.84
4493	REDEVELOPMENT TAX EQUIV FUND	528,247.79	0.00	0.00	528,247.79	0.00	528,247.79
4494	COURTS BUILDING	994,370.21	1,000,000.00	105,130.51	1,889,239.70	77,779.01	1,967,018.71
4495	JAIL CONSTRUCTION SALES TAX	1,973,104.87	0.00	0.00	1,973,104.87	0.00	1,973,104.87
4496	JUVENILE DETENTION ADDN & RENO	259,785.28	0.00	0.00	259,785.28	0.00	259,785.28
4497	JAIL CONSTRUCTION & REHAB	8,015,619.13	0.00	0.00	8,015,619.13	0.00	8,015,619.13
4498	COUNTY FAIRGROUNDS CONSTRUCTN	0.00	0.00	0.00	0.00	0.00	0.00

# Financial Statement for 2024 Period 12



FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
4499	JUVENILE/PROBATE CT EXPANSION	472,507.59	0.00	0.00	472,507.59	0.00	472,507.59
5510	WATER REVENUE	25,954,645.76	2,292,605.60	1,979,385.24	26,267,866.12	303,425.50	26,571,291.62
5574	LOWER LITTLE MIAMI WASTEWATER	0.00	0.00	0.00	0.00	0.00	0.00
5575	SEWER CONST PROJECTS	2,929,379.71	6,052.03	568,792.31	2,366,639.43	49,658.42	2,416,297.85
5580	SEWER REVENUE	28,831,765.63	1,583,476.00	1,134,376.34	29,280,865.29	233,217.94	29,514,083.23
5581	SEWER IMPROV-WC VOCATIONAL SCH	323,602.93	0.00	0.00	323,602.93	0.00	323,602.93
5583	WATER CONST PROJECTS	1,075,159.53	2,221.25	154,812.54	922,568.24	73,728.42	996,296.66
5590	STORM WATER TIER 1	351,494.12	0.00	6,869.92	344,624.20	5,109.92	349,734.12
6619	VEHICLE MAINTENANCE ROTARY	113,738.84	42,488.00	52,546.29	103,680.55	8,636.17	112,316.72
6630	SHERIFF'S POLICING REVOLV FUND	1,044,900.87	7,112.95	439,334.69	612,679.13	8,399.95	621,079.08
6631	COMMUNICATIONS ROTARY	270,421.38	1,308.97	9,133.34	262,597.01	0.00	262,597.01
6632	HEALTH INSURANCE	1,550,437.85	1,853,754.52	1,862,150.88	1,542,041.49	267.06	1,542,308.55
6636	WORKERS COMP SELF INSURANCE	1,543,642.11	909.30	36,398.14	1,508,153.27	8,513.16	1,516,666.43
6637	PROPERTY & CASUALTY INSURANCE	255,873.72	0.00	0.00	255,873.72	0.00	255,873.72
6650	GASOLINE ROTARY	118,966.19	63,394.17	45,553.76	136,806.60	0.00	136,806.60
7707	P.E.R.S. ROTARY	2,703.44	0.00	0.00	2,703.44	0.00	2,703.44
7708	TOWNSHIP FUND	0.00	507,421.79	507,421.79	0.00	0.00	0.00
7709	CORPORATION FUND	19,181.64	238,938.13	258,119.77	0.00	10,994.85	10,994.85
7713	WATER-SEWER ROTARY FUND	563,525.84	4,351,004.34	3,959,717.62	954,812.56	121,138.40	1,075,950.96
7714	PAYROLL ROTARY	401,969.27	4,732,685.12	4,697,096.16	437,558.23	839,358.36	1,276,916.59
7715	NON PARTICIPANT ROTARY	-8,446.00	8,446.00	0.00	0.00	0.00	0.00
7716	SCHOOL	0.00	8,156.72	8,156.72	0.00	0.00	0.00
7717	UNDIVIDED GENERAL TAX	5,264,228.60	654,612.38	11,660.36	5,907,180.62	12,113.89	5,919,294.51
7718	TANGIBLE PERSONAL PROPERTY.	0.00	0.00	0.00	0.00	0.00	0.00
7719	TRAILER (LIKE REAL ESTATE) TAX	5,804.22	1,875.10	0.00	7,679.32	0.00	7,679.32
7720	LOCAL GOVERNMENT FUND	0.00	509,523.21	509,523.21	0.00	0.00	0.00
7721	SPECIAL DISTRICTS	0.00	0.00	0.00	0.00	0.00	0.00

# Financial Statement for 2024 Period 12



FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
7722	CIGARETTE LICENSE TAX	1,009.26	176.22	0.00	1,185.48	0.00	1,185.48
7723	GASOLINE TAX	0.00	587,986.56	587,986.56	0.00	0.00	0.00
7724	WC PORT AUTHORITY FUND	55,121.57	0.00	0.00	55,121.57	0.00	55,121.57
7725	UNDIVIDED WIRELESS 911 GOV ASS	0.00	53,213.51	53,213.51	0.00	13,303.38	13,303.38
7726	MOTOR VEHICLE LICENSE TAX	0.00	968,337.50	968,337.50	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	13,810.85	5,151.30	3,556.01	15,406.14	14,286.54	29,692.68
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	8,601.96	2,833.00	0.00	11,434.96	0.00	11,434.96
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	1,699.26	11,286.00	12,186.24	799.02	0.00	799.02
7742	LIBRARIES	0.00	580,351.60	580,351.60	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	5,231.05	1,826.76	7,036.10	21.71	7,036.10	7,057.81
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	104,879.87	319,661.16	424,313.34	227.69	0.00	227.69
7754	OHIO ELECTIONS COMMISSION FUND	0.00	0.00	0.00	0.00	0.00	0.00
7756	SEWER ROTARY	322,305.00	8,560.00	274,740.00	56,125.00	0.00	56,125.00
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	80,884.37	80,884.37	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	29,419.73	384.00	475.00	29,328.73	0.00	29,328.73
7766	ESCROW ROTARY	733,612.51	1,772,529.13	0.00	2,506,141.64	0.00	2,506,141.64
7767	UNIDENTIFIED DEPOSITS	0.00	0.00	0.00	0.00	0.00	0.00



# Financial Statement for 2024 Period 12



FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
7768	RE TAX PYMT PRO/PRE/SALES	25,047.45	16,022.91	0.00	41,070.36	0.00	41,070.36
7769	BANKRUPTCY POST PETITION CONDU	21,498.83	1,964.53	0.00	23,463.36	0.00	23,463.36
7772	LEBANON MUN ORD VIOLATION INDI	17,618.75	0.00	225.00	17,393.75	0.00	17,393.75
7773	SEX OFFENDER REGISTRATION FEE	0.00	0.00	0.00	0.00	0.00	0.00
7774	ARSON OFFENDER REGISTR FEE	317.00	0.00	0.00	317.00	0.00	317.00
7775	UNDIVIDED SHERIFF WEB CHECK FE	12,811.37	11,280.50	10,170.75	13,921.12	251.50	14,172.62
7776	UNDIVIDED EVIDENCE SHERIFF	23,279.58	0.00	0.00	23,279.58	0.00	23,279.58
7777	UNDIVIDED FEDERAL & STATE FORF	0.00	0.00	0.00	0.00	0.00	0.00
7778	COURT ORDERED SHERIFF SALES	1,497,814.26	687,900.00	1,627,739.26	557,975.00	345,437.37	903,412.37
7779	UNDIVIDED DRUG TASK FORCE SEIZ	319,533.10	11,603.00	0.00	331,136.10	0.00	331,136.10
7781	REFUNDABLE DEPOSITS	413,033.75	14,821.94	11,982.96	415,872.73	8,133.02	424,005.75
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	2,311.99	11,509.10	13,821.09	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	0.00	0.00	0.00	0.00	0.00
7790	FORFEITED LAND EXCESS SALE PRO	0.00	0.00	0.00	0.00	0.00	0.00
7792	ZONING & BLDG BOND FUND	0.00	0.00	0.00	0.00	0.00	0.00
7793	HOUSING TRUST AUTHORITY	172,380.70	78,063.35	250,444.05	0.00	247,939.61	247,939.61
7795	UNDIVIDED INDIGENT FEES	0.00	2,229.00	2,229.00	0.00	445.80	445.80
7796	MASON MUN ORD VIOLATION INDIGE	13,288.24	0.00	4,025.00	9,263.24	0.00	9,263.24
7797	NEW UNDIVIDED AUCTION PROCEEDS	0.00	27,164.00	27,164.00	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	674,699.37	11,203.12	0.00	685,902.49	0.00	685,902.49
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	9,189,465.80	191,342.78	422,186.93	8,958,621.65	20,495.47	8,979,117.12

# Financial Statement for 2024 Period 12



FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
9912	FOOD SERVICE	186,079.81	2,832.00	30,452.68	158,459.13	296.00	158,755.13
9915	PLUMBING BOND-HEALTH DEPT.	0.00	0.00	0.00	0.00	0.00	0.00
9916	STATE REGULATED SEWAGE PROGRAM	159,662.47	46,364.00	16,395.77	189,630.70	5,398.00	195,028.70
9925	SOIL & WATER CONSERVATION DIST	690,594.87	0.00	77,654.01	612,940.86	0.00	612,940.86
9928	REGIONAL PLANNING	349,134.43	13,286.00	37,614.50	324,805.93	252.43	325,058.36
9938	WARREN COUNTY PARK DISTRICT	2,035,857.95	286,635.68	299,659.49	2,022,834.14	4,001.34	2,026,835.48
9944	ARMCO PARK	416,679.08	2,180.73	58,887.61	359,972.20	6,668.84	366,641.04
9953	WATER SYSTEM FUND	54,857.12	3,696.50	2,945.76	55,607.86	0.00	55,607.86
9954	MENTAL HEALTH RECOVERY BOARD	15,464,624.96	204,032.85	825,957.88	14,842,699.93	136,754.30	14,979,454.23
9961	HEALTH GRANT FUND	204,527.10	70,217.72	6,462.91	268,281.91	0.00	268,281.91
9963	CAMPGROUNDS	3,246.12	0.00	0.00	3,246.12	0.00	3,246.12
9976	HEALTH - SWIMMING POOL FUND	174,708.63	0.00	2,691.96	172,016.67	0.00	172,016.67
9977	DRUG TASK FORCE COG	642,945.26	39,815.82	17,368.33	665,392.75	200.00	665,592.75
9996	WC FIRE RESPONSE LIFE SAFETY	0.00	0.00	0.00	0.00	0.00	0.00
Total		361,206,401.31	39,568,038.52	42,881,637.34	357,892,802.49	4,867,729.64	362,760,532.13

It is hereby certified, that the foregoing is a true and accurate statement of the finances of Warren County, Ohio, for December, 2024 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 25-0032

Adopted Date January 14, 2025

## ACKNOWLEDGING APPROVAL OF FINANCIAL TRANSACTIONS

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

WHEREAS, it is necessary to approve various financial transactions in order to make timely payments.

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

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


Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 14<sup>th</sup> day of January 2025.

BOARD OF COUNTY COMMISSIONERS

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

/lkl

cc: Auditor   
Supplemental App. file  
Common Pleas (file)

APPROVING A SUPPLEMENTAL APPROPRIATION WITHIN COMMON PLEAS  
SPECIAL PROJECTS #2224

BE IT RESOLVED, to approve the following supplemental appropriation:

\$ 40,000.00 into #22241220-5370 (Software Non Data Board)

Jnl # 1035

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

M  
M  
M

Resolution adopted this day of January 2025.

BOARD OF COUNTY COMMISSIONERS

---

Krystal Powell, Clerk

cc: Auditor \_\_\_\_\_  
Supplemental Appropriation file  
Common Pleas Court (file)

Approved By

  
To be Ratified

Date: 1/14/25

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

# Resolution

Number 25-0033

Adopted Date January 14, 2025

## ACKNOWLEDGING PAYMENT OF BILLS

BE IT RESOLVED, to acknowledge payment of bills from 12/26/24, 12/27/24, 1/07/25, and 1/09/25 as attached hereto and made a part hereof.

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

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

Resolution adopted this 14<sup>th</sup> day of January 2025.

BOARD OF COUNTY COMMISSIONERS

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

/kp

cc: Auditor \_\_\_\_\_

# Resolution

Number 25-0034

Adopted Date January 14, 2025

APPROVING A SUBDIVISION PUBLIC IMPROVEMENT PERFORMANCE AND MAINTENANCE SECURITY RELEASE WITH HEADWATERS CAPITAL, LTD. FOR CLEARCREEK RESERVE, SITUATED IN CLEARCREEK TOWNSHIP

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

## RELEASE

Bond Number	:	19-012 (W/S)
Development	:	Clearcreek Reserve
Developer	:	Headwaters Capital, LTD
Township	:	Clearcreek
Amount	:	\$7,875.00
Certified Check	:	Bessemer Trust—Official Check #992317

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

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

Resolution adopted this 14<sup>th</sup> day of January 2025.

BOARD OF COUNTY COMMISSIONERS

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

cgb

cc: Headwaters Capital, LTD, c/o Todd Kelchner, 1266 E. Pekin Rd., Lebanon, OH 45036  
OMB – J. Stilgenbauer  
Water/Sewer (file)  
Bond Agreement file

# Resolution

Number 25-0035

Adopted Date January 14, 2025

APPROVING A STREET AND APPURTENANCES BOND REDUCTION FOR LEGACY LANDING, LLC FOR COMPLETION OF PERFORMANCE OF CONSTRUCTION OF IMPROVEMENTS AND ENTER INTO THE MAINTENANCE SECURITY FOR LEGACY LANDING SITUATED IN CLEARCREEK TOWNSHIP

WHEREAS, the Developer has completed the performance of the construction of improvements subject of the Bond referenced below, and upon recommendation of the County Engineer the bond amount for performance may be reduced to zero, but the bond shall remain in effect for maintenance security to secure the performance of all maintenance upon the completed improvements.

NOW THEREFORE BE IT RESOLVED, upon recommendation of the Warren County Engineer, to approve the following street and appurtenances performance bond reduction and the two-year maintenance period:

## BOND REDUCTION

Bond Number	: 21-011 (P-M)
Development	: Legacy Landing
Developer	: Legacy Landing, LLC
Township	: Clearcreek
Reduction Amount	: \$34,636.58
Surety Company	: Civista Bank (LOC #10043819)


BE IT FURTHER RESOLVED: the original amount of bond was \$213,454.31 and after the above reduction, the remaining bond amount is \$178,817.73.

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

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

Resolution adopted this 14<sup>th</sup> day of January 2025.

BOARD OF COUNTY COMMISSIONERS

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

cc: Legacy Landing, LLC, Attn: Niki Gulick, 8559 Black Oak Ct, Waynesville, OH 45068  
Civista Bank, 100 East Water Street, Sandusky, OH 44870  
Engineer (file)  
Bond Agreement file

# Resolution

Number 25-0036

Adopted Date January 14, 2025

## APPROVING VARIOUS RECORD PLATS

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

- Right of Way Dedication Plat State Route 63 Parkside of Lebanon – Turtlecreek Township

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

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

Resolution adopted this 14<sup>th</sup> day of January 2025.

BOARD OF COUNTY COMMISSIONERS

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

cc: Plat File  
RPC



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

# Resolution

Number 25-0037

Adopted Date January 14, 2025

APPROVING AN OPERATIONAL TRANSFER FROM COMMISSIONERS FUND  
#11011112 INTO CRIME VICTIM/WITNESS FUND #2245

WHEREAS, the Prosecutor's Office has requested that their 2025 local contribution be transferred into their Crime Victim/Witness Fund #2245.

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

\$ 9,729.00	from	#11011112-5703	(Commissioners - Other County Agencies)
	into	#2245-22452504-AAREVNUE -49000	(Crime Victim/Witness - Transfers)

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

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

Resolution adopted this 14<sup>th</sup> day of January 2025.

BOARD OF COUNTY COMMISSIONERS

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

cc: Auditor   
Operational Transfer file  
Prosecutor (file)  
OMB

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

# Resolution

Number 25-0038

Adopted Date January 14, 2025

APPROVING OPERATIONAL TRANSFERS FROM COUNTY COMMISSIONERS' FUND #11011112 INTO EMERGENCY SERVICES FUNDS #2264 AND #2290

BE IT RESOLVED, to approve the following operational transfers from County Commissioners Fund #1101 into Emergency Services Funds #2264 and #2290:

\$ 38,774.00	from #11011112-5795	(Commissioners – Transfer – EMA)
	into #2264-49000	(County Government)
\$ 27,119.00	from #11011112-5786	(Commissioners – Transfer – Hazmat)
	into #2290-49000	(Hazmat Fund - County Government)

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

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

Resolution adopted this 14<sup>th</sup> day of January 2025.

BOARD OF COUNTY COMMISSIONERS

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

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

# Resolution

Number 25-0039

Adopted Date January 14, 2025

## APPROVING OPERATIONAL 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

NOW THEREFORE BE IT RESOLVED, to approve the following Operational Transfers:

\$362.50	from	#E-55103219-AAEXPENSE-55103219-5997	(Operational Transfers)
	into	#F-55833231-AAREVENUE-5583-49000	(Moreland Acres Water Repl Proj)
\$599,480.85	from	#E-55103219-AAEXPENSE-55103219-5997	(Operational Transfers)
	into	#F-55833241-AAREVENUE-5583-49000	(St. Rte. 48 M'Ville Wtrmn Proj)
\$319,326.00	from	#E-55103219-AAEXPENSE-55103219-5997	(Operational Transfers)
	into	#F-55833242-AAREVENUE-5583-49000	(Columbia Rd-Davis RA WM Proj)
\$135,433.28	from	#E-55103219-AAEXPENSE-55103219-5997	(Operational Transfers)
	into	#F-55833243-AAREVENUE-5583-49000	(Interstate 75 WM Crossing Proj)
\$210,313.12	from	#E-55103219-AAEXPENSE-55103219-5997	(Operational Transfers)
	into	#F-55833245-AAREVENUE-5583-49000	(Great Miami River WM Proj)
\$34,067.85	from	#E-55103219-AAEXPENSE-55103219-5997	(Operational Transfers)
	into	#F-55833246-AAREVENUE-5583-49000	(Mulberry & Broadway WM Proj)

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

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

Resolution adopted this 14<sup>th</sup> day of January 2025.

BOARD OF COUNTY COMMISSIONERS

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

mbz

cc: Auditor   
Operational Transfer file

Water/Sewer (File)

# Resolution

Number 25-0040

Adopted Date January 14, 2025

## APPROVING OPERATIONAL 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.

NOW THEREFORE BE IT RESOLVED, to approve the following Operational Transfers:

\$53,970.45	from	#E-55803319-AAEXPENSE-55803319-5997	(Operational Transfers)
	into	#F-55753377 -AAREVENUE-5575-49000	(Hunter Sewer Systems Improvements)
\$61,586.81	from	#E-55803319-AAEXPENSE-55803319-5997	(Operational Transfers)
	into	#F-55753386 -AAREVENUE-5575-49000	(Sycamore Trails WWTP Upgrades)
\$26,070.47	from	#E-55803319-AAEXPENSE-55803319-5997	(Operational Transfers)
	into	#F-55753396 -AAREVENUE-5575-49000	(Kings Ave Bridge-Sewer Lateral Proj)

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

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

Resolution adopted this 14<sup>th</sup> day of January 2025.

BOARD OF COUNTY COMMISSIONERS

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

mbz

cc: Auditor ✓  
Operational Transfer file  
Water/Sewer (File)

# Resolution

Number 25-0041

Adopted Date January 14, 2025

APPROVING OPERATIONAL TRANSFERS FROM VETERANS FUND #11015210 INTO COMMON PLEAS COURT #2288 AND COUNTY COURT #2283

WHEREAS, the Veterans Service Office has entered into a MOU with Common Pleas Veterans Court and Warren County Veterans Court to transfer funds into their Fund #2288 and #2283.

NOW THEREFORE BE IT RESOLVED, to approve the following operational transfers:

\$12,500.00	from	#11015210-5997	(Veterans – Operational Transfer Out)
\$ 5,000.00	into	#2288 -49000	(Common Pleas Vet Court – Transfer In)
\$ 7,500.00	into	#2283 -49000 22832501 AA REVENUE	(County Court Vet Court- Transfer In)

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

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

Resolution adopted this 14<sup>th</sup> day of January 2024.

BOARD OF COUNTY COMMISSIONERS

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

cc: Auditor   
Operational Transfer file  
Veterans (file)  
County Court (file)  
Common Pleas Ct. (file)

# Resolution

Number 25-0042

Adopted Date January 14, 2025

APPROVING A SUPPLEMENTAL APPROPRIATION INTO COMMISSIONERS FUND  
#11011110

BE IT RESOLVED, to approve the following supplemental appropriation in order to process settlement costs due to litigation agreement:

\$450,000.00 into #11011110-5400 (General BOCC – Purchased Services)

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

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

Resolution adopted this 14<sup>th</sup> day of January 2025.

BOARD OF COUNTY COMMISSIONERS

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

cc: Auditor    
Supplemental App. file  
OMB (file)

# Resolution

Number 25-0043

Adopted Date January 14, 2025

APPROVING SUPPLEMENTAL APPROPRIATIONS INTO RENTAL ASSISTANCE FUND  
#2204

BE IT RESOLVED, to approve the following supplemental increase within the Rental Assistance fund 2204:

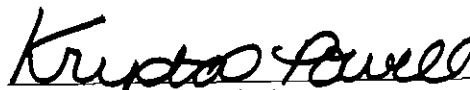
\$ 20,000.00	into	22045310-5370	(Software Non Data Board)
\$ 300,000.00	into	22045310-5400	(Purchased Services)

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

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

Resolution adopted this 14<sup>th</sup> day of January 2025.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Auditor   
Supplemental Appropriation file  
Human Services (file)

# Resolution

Number 25-0044

Adopted Date January 14, 2025

APPROVING A SUPPLEMENTAL APPROPRIATION INTO COMMON PLEAS  
COMMUNITY CORRECTIONS MENTAL HEALTH FUND #2228

BE IT RESOLVED, to approve the following supplemental appropriation:

\$ 20,000.00 into BUDGET-BUDGET 22281220-5910 (Other Expenses)

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

Mr. Grossmann – yea

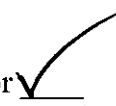
Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 14<sup>th</sup> day of January 2025.

BOARD OF COUNTY COMMISSIONERS

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

cc: Auditor   
Supplemental Appropriation file  
Common Pleas Court (file)



# Resolution

Number 25-0045

Adopted Date January 14, 2025

APPROVING A SUPPLEMENTAL APPROPRIATION INTO COMMON PLEAS  
COMMUNITY CORRECTIONS MENTAL HEALTH FUND #2228

BE IT RESOLVED, to approve the following supplemental appropriation:

\$ 20,000.00 into BUDGET-BUDGET #22281220-5400 (Purchased Services)

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

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 14<sup>th</sup> day of January 2025.

BOARD OF COUNTY COMMISSIONERS

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

cc: Auditor   
Supplemental App file  
Common Pleas Court (file)

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

# Resolution

Number 25-0046

Adopted Date January 14, 2025

APPROVING A SUPPLEMENTAL APPROPRIATION INTO COUNTY COURT FUND  
#2283

BE IT RESOLVED, to approve the following supplemental appropriation:

\$1,900,000.00      into    #22831280-5320      (Capital Purchases)

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

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

Resolution adopted this 14<sup>th</sup> day of January 2025.

BOARD OF COUNTY COMMISSIONERS

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

cc: Auditor              
Supplemental App. file  
County Court (file)

# Resolution

Number 25-0047

Adopted Date January 14, 2025

APPROVING A SUPPLEMENTAL APPROPRIATION INTO SHERIFF'S OFFICE FUND  
#2295

BE IT RESOLVED, to approve the following supplemental appropriation into Warren County  
Sheriff's Office Fund #2295:

\$27,500.00 into #22952200-5850 (Training/Education)

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


Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 14<sup>th</sup> day of January 2025.

BOARD OF COUNTY COMMISSIONERS

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

cc: Auditor              
Supplemental App. file  
Sheriff (file)

# Resolution

Number 25-0048

Adopted Date January 14, 2025

APPROVING A SUPPLEMENTAL APPROPRIATION INTO HEALTH INSURANCE FUND  
#6632

BE IT RESOLVED, to approve the following supplemental appropriation:

\$320,000.00 into #66320100-5400 (Health Ins – Purchased Services)

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

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 14<sup>th</sup> day of January 2025.

BOARD OF COUNTY COMMISSIONERS

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

cc: Auditor              
Supplemental App. File  
OMB (file)

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

# Resolution

Number 25-0049

Adopted Date January 14, 2025

APPROVING A SUPPLEMENTAL APPROPRIATION INTO WORKERS COMP FUND  
#6636

BE IT RESOLVED, to approve the following supplemental appropriation:

\$30,000.00 into #66360110-5400 (Workers Comp – Purchased Services)

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

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

Resolution adopted this 14<sup>th</sup> day of January 2025.

BOARD OF COUNTY COMMISSIONERS

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

/js

cc: Auditor              
Supplemental App. File  
OMB (file)

# Resolution

Number 25-0050

Adopted Date January 14, 2025

APPROVING AN APPROPRIATION ADJUSTMENT FROM COMMISSIONERS GENERAL FUND #11011110 INTO SHERIFF'S OFFICE FUND #11012200

BE IT RESOLVED, to approve the following appropriation adjustment from Commissioners Fund #11011110 into Sheriff's Office fund #11012200 in order to process a vacation payout for Tyler Hoehn, former employee of Sheriff's Office:

\$1,417.00	from	#11011110-5882	(Genl BOCC – Vacation Leave Payout)
	into	#11012200-5882	(Sheriff – Vacation Leave Payout)

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

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

Resolution adopted this 14<sup>th</sup> day of January 2025.

BOARD OF COUNTY COMMISSIONERS

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

cc: Auditor   
Appropriation Adjustment file  
Sheriff (file)  
OMB

# Resolution

Number 25-0051

Adopted Date January 14, 2025

APPROVING AN APPROPRIATION ADJUSTMENT FROM COMMISSIONERS GENERAL FUND #11011110 INTO SHERIFF'S OFFICE FUND #11012200

BE IT RESOLVED, to approve the following appropriation adjustment from Commissioners Fund #11011110 into Sheriff's Office fund #11012200 in order to process a vacation payout for Barry Riley, former employee of the Sheriff's Office:

\$9,486.00	from	#11011110-5882	(Genl BOCC – Vacation Leave Payout)
	into	#11012200-5882	(Sheriff - Vacation Leave Payout)

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

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

Resolution adopted this 14<sup>th</sup> day of January 2025.

BOARD OF COUNTY COMMISSIONERS

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

cc: Auditor   
Appropriation Adjustment file  
Sheriff (file)  
OMB

# Resolution

Number 25-0052

Adopted Date January 14, 2025

APPROVING AN APPROPRIATION ADJUSTMENT FROM COMMISSIONERS GENERAL FUND #11011110 INTO SHERIFF'S OFFICE FUND #11012210

BE IT RESOLVED, to approve the following appropriation adjustment from Commissioners Fund #11011110 into Sheriff's Office fund #11012210 in order to process a vacation payout for Samantha Wardlow, former employee of the Sheriff's Office:

\$486.00	from	#11011110-5882	(Genl BOCC – Vacation Leave Payout)
	into	#11012210-5882	(Sheriff – Vacation Leave Payout)

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

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

Resolution adopted this 14<sup>th</sup> day of January 2025.

BOARD OF COUNTY COMMISSIONERS

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

cc: Auditor   
Appropriation Adjustment file  
Sheriff (file)  
OMB



# Resolution

Number 25-0053

Adopted Date January 14, 2025

APPROVING AN APPROPRIATION ADJUSTMENT WITHIN ENGINEER'S OFFICE  
FUND #2202

BE IT RESOLVED, to approve the following appropriation adjustment in order to process vacation payout for Kurt Weber, former employee of the Engineer's Office:

\$ 20,000.00 from #22023110-5210 (Material & Supplies)  
into #22023110-5882 (Vacation Leave Payout)

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

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

Resolution adopted this 14<sup>th</sup> day of January 2025.

BOARD OF COUNTY COMMISSIONERS

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

cc: Auditor   
Appropriation Adj. file  
Engineer (file)  
OMB

# Resolution

Number 25-0054

Adopted Date January 14, 2025

APPROVING AN APPROPRIATION ADJUSTMENT WITHIN FACILITIES MANAGEMENT  
FUND #11011600

BE IT RESOLVED, to approve the following appropriation adjustment:

\$2,000.00	from	#11011600-5210	(Material & Supplies)
	into	#11011600-5911	(Non Taxable Meal Fringe)

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

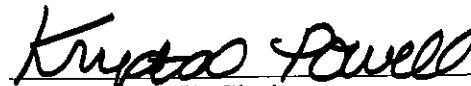
Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 14<sup>th</sup> day of January 2025.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

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

# Resolution

Number 25-0055

Adopted Date January 14, 2025

APPROVING AN APPROPRIATION ADJUSTMENT WITHIN ECONOMIC DEVELOPMENT  
FUND #11011116

BE IT RESOLVED, to approve the following appropriation adjustment:

\$2,500.00    from    #11011116-5910    (Econ Dev – Other Expense)  
                  into    #11011116-5940    (Econ Dev – Travel)

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

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

Resolution adopted this 14<sup>th</sup> day of January 2025.

BOARD OF COUNTY COMMISSIONERS

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

AW/

cc: Auditor ✓  
Appropriation Adj. file  
Economic Development (file)

# Resolution

Number 25-0056

Adopted Date January 14, 2025

APPROVING AN APPROPRIATION ADJUSTMENT WITHIN BUILDING AND ZONING  
DEPARTMENT FUND #11012300

BE IT RESOLVED, to approve the following appropriation adjustment:

\$2,500.00    from    #11012300-5910    (Other Expense)  
                 into    #11012300-5317    (Non Capital Purchases)

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

Mr. Grossmann – yea


Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 14<sup>th</sup> day of January 2025.

BOARD OF COUNTY COMMISSIONERS

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

cc: Auditor   
Appropriation Adj. file  
Building/Zoning (file)

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

# Resolution

Number 25-0057

Adopted Date January 14, 2025

APPROVING AN APPROPRIATION ADJUSTMENT WITHIN JUVENILE COURT FUND  
#2243

BE IT RESOLVED, to approve the following appropriation adjustment within Juvenile Court  
FUND #2243:


\$3,000.00      from    #22431240-5400      (Purchased Services)  
                         into    #22431240-5940      (Travel)

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

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

Resolution adopted this 14<sup>th</sup> day of January 2025.

BOARD OF COUNTY COMMISSIONERS

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

cc:    Auditor ✓  
         Appropriation Adj. file  
         Juvenile (file)

# Resolution

Number 25-0058

Adopted Date January 14, 2025

APPROVING AN APPROPRIATION ADJUSTMENT WITHIN WORKERS COMP FUND  
#6636

BE IT RESOLVED, to approve the following appropriation adjustment:

\$500.00	from	#66360110-5927	(Worker Comp – Lost Time Claims)
	into	#66360110-5114	(Worker Comp – Overtime Pay)

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

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 14<sup>th</sup> day of January 2025.

BOARD OF COUNTY COMMISSIONERS

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

cc: Auditor              
Appropriation Adj. file  
OMB (file)

# Resolution

Number 25-0059

Adopted Date January 14, 2025

APPROVING REQUISITIONS AND AUTHORIZING THE COUNTY ADMINISTRATOR  
TO SIGN DOCUMENTS RELATIVE THERETO

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

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

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

Resolution adopted this 14<sup>th</sup> day of January 2025.

BOARD OF COUNTY COMMISSIONERS

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

/kp

cc:

Commissioners' file

**REQUISITIONS**

<b>Department</b>	<b>Vendor Name</b>	<b>Description</b>	<b>Amount</b>
ENG	LAKE ERIE CONSTRUCTION COMPANY	ENG WAR-VAR GUARDRAIL FY25 PRO	\$ 241,240.00 *bid project/ contract in packet

Approved 1/14/25 by:



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Martin Russell, County Administrator



# Resolution

Number 25-0060

Adopted Date January 14, 2025

APPROVING THE ANNEXATION OF 6.9697 ACRES TO THE CITY OF SPRINGBORO, GERALD L. MCDONALD, AGENT, PURSUANT TO OHIO REVISED CODE SECTION 709.022 [A.K.A. EXPEDITED TYPE 1 ANNEXATION]

WHEREAS, this Board is in receipt of an annexation petition from Gerald L. McDonald, Agent, to annex 6.9697 acres to the City of Springboro filed on the 18<sup>th</sup> day of December 2024; and

WHEREAS, said petition for annexation was filed pursuant to and specifically requests that the Board follow ORC §709.022 [a.k.a. Expedited Type 1 Annexation]; and

WHEREAS, said petition has been determined to contain the following matters required by law:

- Signatures of all of the property owners in the territory proposed to be annexed.
- Accurate legal description of the perimeter of the territory proposed to be annexed.
- Accurate map and plat of the territory
- Name of person or persons to act as the agent for the petitioners.

NOW THEREFORE BE IT RESOLVED, that the prayer of said petition be approved.

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

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

Resolution adopted this 14<sup>th</sup> day of January 2025.

BOARD OF COUNTY COMMISSIONERS

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

/kp

cc: Gerald McDonald, Agent  
RZC  
Auditor \_\_\_\_\_  
City of Springboro  
GIS

RPC  
Map Room  
Annexation file  
Franklin Township  
Board of Elections