

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

Resolution

Number 18-0873

Adopted Date June 05, 2018

ACCEPT RESIGNATION OF KARLEE HINRICHSEN, FISCAL COORDINATOR, WITHIN OHIOMEANSJOBS WARREN COUNTY, EFFECTIVE JUNE 29, 2018

BE IT RESOLVED, to accept the resignation Karlee Hinrichsen, Fiscal Coordinator, within OhioMeansJobs Warren County, effective June 29, 2018; copy of letter of resignation attached hereto and made a part hereof.

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

Mr. Grossmann- absent

Mr. Young- yea

Mrs. Jones- yea

Resolution adopted this 5th day of June 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: OhioMeansJobs (file)
Karlee Hinrichsen's Personnel File
OMB – Sue Spencer
Tammy Whitaker

Resolution

Number 18-0874

Adopted Date June 05, 2018

AUTHORIZE THE POSTING OF "FISCAL COORDINATOR" POSITION, WITHIN OHIOMEANSJOBS WARREN COUNTY, IN ACCORDANCE WITH WARREN COUNTY PERSONNEL POLICY MANUAL, SECTION 2.02(a).

WHEREAS, there exists one opening for "Fiscal Coordinator" position within the OhioMeansJobs Warren County; and

NOW THEREFORE BE IT RESOLVED, to authorize the posting of the position of "Fiscal Coordinator" in accordance with Warren County Personnel Policy Manual, Section 2.02(A); posting to occur for a period of at least seven (7) consecutive calendar days beginning June 6, 2018.

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

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

Resolution adopted this 5th day of June 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: OhioMeansJobs (File)
OMB – Sue Spencer

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 18-0875

Adopted Date June 05, 2018

HIRE LORIE WATSON AS EMERGENCY COMMUNICATIONS OPERATOR, WITHIN THE WARREN COUNTY EMERGENCY SERVICES DEPARTMENT

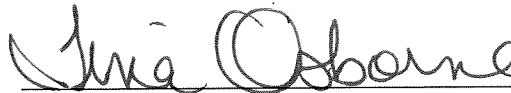
BE IT RESOLVED, to hire Lorie Watson as Emergency Communication Operator within the Warren County Emergency Services Department, classified, full-time permanent, hourly status (40 hours per week), effective June 25, 2018, at starting rate of, \$23.84 per hour, subject to a negative drug screen and a 365 day probationary period.

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

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

Resolution adopted this 5th day of June 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

HR

cc: Emergency Services (file)
Lorie Watson's Personnel file
OMB- Sue Spencer
Job Class 1373

Resolution

Number 18-0876

Adopted Date June 05, 2018

HIRE KRISTEN MILLER AS EMERGENCY COMMUNICATIONS OPERATOR, WITHIN THE WARREN COUNTY EMERGENCY SERVICES DEPARTMENT


BE IT RESOLVED, to hire Kristen Miller as Emergency Communication Operator within the Warren County Emergency Services Department, classified, full-time permanent, hourly status (40 hours per week), effective June 25, 2018, at starting rate of, \$17.58 per hour, subject to a negative drug screen and a 365 day probationary period.

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

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

Resolution adopted this 5th day of June 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

HR

cc: Emergency Services (file)
Kristen Miller's Personnel file
OMB- Sue Spencer
Job Class 1379

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

Resolution

Number 18-0877

Adopted Date June 05, 2018

HIRE VIRGINIA COUCH AS EMERGENCY COMMUNICATIONS OPERATOR, WITHIN THE WARREN COUNTY EMERGENCY SERVICES DEPARTMENT


BE IT RESOLVED, to hire Virginia Couch as Emergency Communication Operator within the Warren County Emergency Services Department, classified, full-time permanent, hourly status (40 hours per week), effective June 25, 2018, at starting rate of, \$17.58 per hour, subject to a negative drug screen and a 365 day probationary period.

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

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

Resolution adopted this 5th day of June 2018.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

HR

cc: Emergency Services (file)
Virginia Couch's Personnel file
OMB- Sue Spencer
Job Class 1380

Resolution

Number 18-0878

Adopted Date June 05, 2018

HIRE JAMIE COHEN AS EMERGENCY COMMUNICATIONS OPERATOR, WITHIN THE WARREN COUNTY EMERGENCY SERVICES DEPARTMENT


BE IT RESOLVED, to hire Jamie Cohen as Emergency Communication Operator within the Warren County Emergency Services Department, classified, full-time permanent, hourly status (40 hours per week), effective June 25, 2018, at starting rate of, \$17.58 per hour, subject to a negative drug screen and a 365 day probationary period.

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

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

Resolution adopted this 5th day of June 2018.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

HR

cc: Emergency Services (file)
Jamie Cohen's Personnel file
OMB- Sue Spencer
Job Class 1356

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

Resolution

Number 18-0879

Adopted Date June 05, 2018

HIRE DAVID SAUER AS EMERGENCY COMMUNICATIONS OPERATOR, WITHIN THE WARREN COUNTY EMERGENCY SERVICES DEPARTMENT

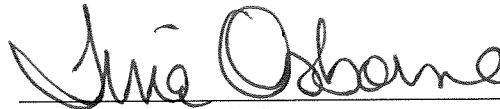
BE IT RESOLVED, to hire David Sauer as Emergency Communication Operator within the Warren County Emergency Services Department, classified, full-time permanent, hourly status (40 hours per week), effective June 25, 2018, at starting rate of, \$17.58 per hour, subject to a negative drug screen and a 365 day probationary period.

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

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

Resolution adopted this 5th day of June 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

HR

cc: Emergency Services (file)
David Sauer's Personnel file
OMB- Sue Spencer
Job Class 1364

Resolution

Number 18-0880

Adopted Date June 05, 2018

HIRE MARILYN ASHLEY KAWALEK AS EMERGENCY COMMUNICATIONS OPERATOR, WITHIN THE WARREN COUNTY EMERGENCY SERVICES DEPARTMENT

BE IT RESOLVED, to hire Marilyn Ashley Kawalek as Emergency Communication Operator within the Warren County Emergency Services Department, classified, full-time permanent, hourly status (40 hours per week), effective June 25, 2018, at starting rate of, \$17.58 per hour, subject to a negative drug screen and a 365 day probationary period.

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

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

Resolution adopted this 5th day of June 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

HR

cc: Emergency Services (file)
Marilyn Ashley Kawalek's Personnel file
OMB- Sue Spencer
Job Class 1383

Resolution

Number 18-0881

Adopted Date June 05, 2018

HIRE ROY KEIL AS ALTERNATIVE RESPONSE CASEWORKER I, WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION

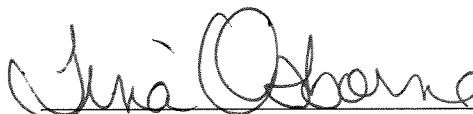
BE IT RESOLVED, to hire Roy Keil as Alternative Response Caseworker I within the Warren County Department of Job and Family Services, Children Services Division, classified, full-time permanent, non-exempt status (40 hours per week), Pay Grade #6, \$15.67 per hour, under the Warren County Job and Family Services, Children Services compensation plan, effective June 25, 2018, subject to a negative background check, drug screen and 365 day probationary period.

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

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

Resolution adopted this 5th day of June 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

H/R

cc: Children Services (file)
Roy Keil's Personnel file
OMB – Sue Spencer
Job Class #1821

Resolution

Number 18-0882

Adopted Date June 05, 2018

HIRE WAYNE CLICK AS HVAC TECH I WITHIN THE WARREN COUNTY FACILITIES MANAGEMENT DEPARTMENT

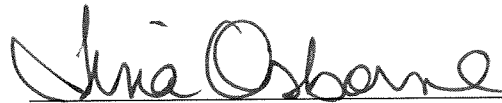
NOW THEREFORE BE IT RESOLVED, to hire Wayne Click, as HVAC Tech I, within the Facilities Management Department, classified, full-time permanent status (40 hours per week), Pay Range #17, \$17.70 per hour, effective June 11, 2018, subject to a negative drug screen, back ground check (BCI), and a 365 day probationary period.

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

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

Resolution adopted this 5th day of June 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

H/R

cc: Facilities Management (file)
Wayne Click's Personnel file
OMB – Susan Spencer
Job Class 1090

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

Resolution

Number 18-0883

Adopted Date June 05, 2018

HIRE SAMANTHA GRAY AS TEMPORARY YOUTH EMPLOYMENT WORKSITE SUPERVISOR, WITHIN WARREN COUNTY OHIO MEANS JOBS

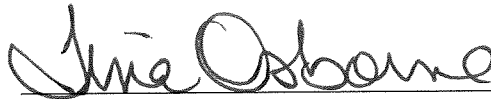
THEREFORE BE IT RESOLVED, to hire Samantha Gray as the Temporary Youth Employment Worksite Supervisor, within Warren County OhioMeansJobs, unclassified, temporary full-time, non-exempt status (24-40 hours per week), \$15.00 per hour, effective June 18, 2018, subject to a negative drug screen, for the summer work period ending November 2018.

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

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

Resolution adopted this 5th day of June 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

H/R

cc: OhioMeansJobs (file)
Samantha Gray's Personnel file
OMB-Sue Spencer
Job Class #1701

Resolution

Number 18-0884

Adopted Date June 05, 2018

APPROVE END OF 365-DAY PROBATIONARY PERIOD AND APPROVE A PAY INCREASE FOR BRIAN BEAUDRY WITHIN THE WARREN COUNTY ECONOMIC DEVELOPMENT

WHEREAS, Brian Beaudry, Economic Development Specialist, within the Warren County Economic Development has successfully completed a 365-day probationary period, effective May 31, 2018; and

NOW THEREFORE BE IT RESOLVED, to approve Brian Beaudry's completion of 365-day probationary period and to approve a pay increase to end of probationary rate of \$1,487.65 bi-weekly effective pay period beginning June 9, 2018.

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

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

Resolution adopted this 5th day of June 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Economic Development (file)
B. Beaudry's Personnel File
OMB – Sue Spencer

Resolution

Number 18-0885

Adopted Date June 05, 2018

APPROVE A PAY INCREASE FOR CASSIDY GAITO WITHIN THE WARREN COUNTY DEPARTMENT OF EMERGENCY SERVICES

WHEREAS, this board adopted Resolution #98-1460, October 8, 1998 adopting departmental work rules and compensation schedule for the Warren County Emergency Services and the Emergency Communications Operators; and

WHEREAS, Cassidy Gaito, Emergency Communications Operator within the Warren County Emergency Services, has successfully completed four (4) years of service as a Emergency Communications Operator on June 11, 2018; and

NOW THEREFORE BE IT RESOLVED, to approve Cassidy Gaito's pay increase from \$23.84 per hour to \$25.10 per hour, under the Warren County Emergency Services Schedule, effective pay period beginning June 21, 2018.

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

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

Resolution adopted this 5th day of June 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Emergency Services (File)
C. Gaito's Personnel File
OMB-Sue Spencer

Resolution

Number 18-0886

Adopted Date June 05, 2018

ADVERTISE FOR BIDS FOR THE 2018 STRIPING PROJECT

BE IT RESOLVED, to advertise for bids for the 2018 Striping Project for the County Engineer; and

BE IT FURTHER RESOLVED, to advertise said bid for one (1) week in a newspaper of general circulation and for two consecutive weeks on the County Internet Web Site, beginning the week of June 17, 2018; bid opening to be July 10, 2018 @ 9:45 a.m.

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

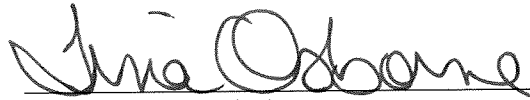
Mr. Grossmann- absent

Mr. Young- yea

Mrs. Jones- yea

Resolution adopted this 5th day of June 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

EH\

cc: Engineer (file)
OMB Bid file

Resolution

Number 18-0887

Adopted Date June 05, 2018

APPROVE AND ENTER INTO CONTRACT WITH MENTAL HEALTH RECOVERY SERVICES OF WARREN AND CLINTON COUNTIES, ON BEHALF OF THE WARREN COUNTY JAIL REGARDING PSYCHIATRIC SERVICES

BE IT RESOLVED, to approve and enter into contract with Mental Health Recovery Services of Warren and Clinton Counties, 212 Cook Road, Lebanon, Ohio 45036, for psychiatric services for the Warren County Jail in the amount of \$20,800; as attached hereto and made a part hereof; and


BE IT FURTHER RESOLVED, that this contract shall remain in full force and effect for a term of one (1) year beginning on July 1, 2018, and ending on June 30, 2019.

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

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

Resolution adopted this 5th day of June 2018.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: c/a – Mental Health Recovery Services of Warren and Clinton Counties
Sheriff (file)

Service Agreement

This Service Agreement is entered into by and between Mental Health Recovery Services of Warren and Clinton Counties ("MHRS"), located at 212 Cook Road, Lebanon, OH 45036, and the Warren County Sheriff's Office ("WCSO"), located at 822 Memorial Dr., Lebanon, OH 45036, collectively "the parties."

WHEREAS, MHRS is the local alcohol, drug addiction, and mental health services board that plans, funds, monitors, and evaluates services to promote addiction and mental health treatment and recovery; and,

WHEREAS, MHRS provides grant funds to WCSO for the purpose of providing psychiatric services to inmates housed in the Warren County Jail who are in need of psychiatric medication and maintenance of psychiatric medications; and,

WHEREAS, MHRS has consented to allow WCSO to subcontract with a provider of its choosing for the provision of such psychiatric services;

NOW THEREFORE, the parties set forth the following service agreement, setting forth the mutual promises and responsibilities herein:

Overview and Services to be Provided

MHRS agrees to provide grant funds to WCSO, not to exceed \$20,800 annually, for the provision of psychiatric services to inmates housed in the Warren County Jail.

WCSO agrees to subcontract for the provision of such psychiatric services, to be provided on a weekly basis.

Psychiatric services include, but are not limited to, assessment, evaluation, medication management, and other services as determined by subcontractor to be clinically appropriate.

Professional Qualifications and Conduct

WCSO agrees to require appropriate licenses and/or professional certifications of the subcontractor for psychiatric services that are necessary to perform the services required by this Agreement. WCSO shall require subcontractor to conform to high professional standards of work and business ethics in rendering the services described under this Agreement.

WCSO agrees to secure from any subcontractor, certification that he/she is not suspended, debarred, or declared ineligible from entering into contracts with any department or agency of the Federal Government, or in receipt of a notice of proposed debarment or suspension.

If WCSO becomes aware of such event, WCSO agrees to provide immediate notice to MHRS if a subcontractor becomes suspended, debarred, or declared ineligible by any department or other agency of the Federal Government.

Provision of Grant Funds and Reporting Requirements

The maximum amount payable for services provided under this Service Agreement is \$20,800, to be paid in quarterly increments, up to \$5200 per quarter.

WCSCO agrees to provide quarterly documentation of the hours of psychiatric services for which WCSCO has subcontracted that quarter, in the form of a billing invoice for the payment of services. Billing invoices shall be submitted by WCSCO to MHRS at the end of each quarter.

MHRS agrees to make payment to WCSCO within 30 days of receipt of the invoice. Invoices must be submitted to MHRS, 212 Cook Road, Lebanon, OH 45036, Attn: Karen Robinson, and should include the information listed in the table below:

<input type="checkbox"/> Billing Code	<input type="checkbox"/> Name of Code	<input type="checkbox"/> Rate/Cost Per Unit	<input type="checkbox"/> Total Cost	<input type="checkbox"/> Billing Notes
99201-99205 new 99211-99215 estab	BH Svcs: Med & Related - E&M Physician Code	\$5,200/qtr	\$20,800	Weekly amount only

MHRS reserves the right to retain any funds for which billing documentation is not provided.

Term

The Agreement term shall commence on July 1, 2018 and shall remain in effect until June 30, 2019, unless terminated earlier by agreement of the parties. Either party may terminate the agreement with 60 days' notice to the other party, in accordance with the Breach of Agreement provisions set forth herein, or in the event of any change that effectively removes WCSCO from having control over the provision of psychiatric services in the Warren County Jail.

Audit

All funds which the WCSCO receives hereunder shall be subject to financial and compliance audits in accordance with state and federal requirements. In the event of a state or federal audit of the WCSCO, WCSCO shall submit to MHRS the letter reporting any audit findings pertinent to provision of grant funds under this Agreement, and, at the request of MHRS, WCSCO shall provide a certified copy of the audit report. WCSCO agrees to meet with the auditor and MHRS upon completion of the audit for the purposes of receiving and reviewing the audit reports. WCSCO agrees to make such modifications to its financial records and record-keeping processes, in a timely manner, as may be recommended by the auditor and thereafter required by MHRS.

Investigation of Abuse and Neglect

In accordance with applicable law, the Client Rights Officer of MHRS or his/her designee may obtain access to information with prior written notice, including access to subcontractor staff, and individual records in the possession of WCSCO, when such information is reasonably related to allegations of abuse or neglect of an inmate by the subcontractor staff and not protected from disclosure by other applicable law. This investigation may be delegated to WCSCO or other appropriate agency to complete.

Nondisclosure of Confidential Information

WCSO agrees to comply with all applicable state and federal laws relating to the confidentiality and transmission of medical records, including, but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), with regard to information in its possession. WCSO further agrees to enter into business associate agreements designed to comply with such confidentiality laws with any subcontractors performing the services described in this Agreement.

The requirements of this section shall survive the termination or expiration of this Agreement.

Public Records

Notwithstanding provisions of the Agreement relating to confidentiality, this Agreement is a matter of public record under Ohio public records law. By entering into this Agreement, the parties acknowledge and understand that records maintained by WCSO pursuant to this Agreement may also be deemed public records and subject to disclosure under Ohio law.

If any information or records request, including but not limited to, a request by federal or state regulatory agencies having jurisdiction over the subject matter of this Agreement is made, WCSO shall notify MHRS of the request.

Equal Opportunity

WCSO agrees to comply with applicable state, federal, and civil rights laws, including nondiscrimination laws, relating to hiring and employment in selecting the subcontractor to provide the services described in this Agreement.

Autonomy

MHRS recognizes WCSO as an independent contractor fully autonomous, retaining the ultimate responsibility for the services rendered under this Agreement. MHRS recognizes that WCSO has full and sole authority to determine its governing structure and full and sole authority to select the subcontractor for the purposes of this agreement. This Agreement shall not be interpreted or construed to create an association, agency, employment, joint venture or partnership between the parties or to impose any liability attributable to such a relationship upon either party.

Responsible Party

Each party to this Agreement agrees to accept and be responsible for its own acts or omissions, as well as the authorized acts or omissions of its employees, directors, officers, subcontractors, agents, or other members of its workforce, in complying with the terms of this Agreement. Nothing in this Agreement shall be interpreted to place any such responsibility for professional acts or omissions onto the other party. All losses, costs, or damages which may occur or be claimed with respect to any person or persons, corporation, property or chattels resulting from activities of either party pursuant to this Agreement shall be the responsibility of that Party as such liabilities may be determined by a court of law or pursuant to any other appropriate procedures. Such obligations shall survive the expiration or termination of this Agreement.

Breach of Agreement

In the event of a breach of this Agreement by WCSO and failure to cure such breach within 60 days of MHRS providing notice of the breach to WCSO, MHRS, in its sole discretion, may discontinue funding further services under this Agreement, and terminate this Agreement as of an effective date determined by MHRS. Upon such termination, MHRS shall have the right to use funds remaining under this Agreement in any way it deems appropriate and WCSO shall not be entitled to receive any further payment under this Agreement, except for reimbursement of services provided prior to the effective date of the termination, not yet compensated by MHRS.

Conflicts of Interest

The parties acknowledge that as of the signing of this Agreement, neither is aware of any conflict of interest between them in relation to the services to be provided. In the event that either party becomes aware of a conflict of interest, such party shall provide written notice to the other within two (2) working days. The parties will use reasonable and good faith efforts to obtain a mutually agreeable resolution to the conflict in accordance with applicable legal requirements.

Compliance with Applicable Law

The parties agree to perform their respective obligations under this Agreement in accordance with all applicable federal, state and local laws and requirements.

Governing Law

This Agreement and all matters relating to the validity, performance, interpretation and construction of this Agreement, or the breach thereof, shall be governed by the laws of the State of Ohio.

Dispute Resolution

The parties shall employ their best efforts to resolve any dispute or disagreements regarding the subject matter of this Agreement. The parties shall consult and negotiate with each other in good faith and recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. Engaging in such negotiations to resolve such disputes or disagreements does not preclude either party from taking any action available under applicable law to protect its rights.

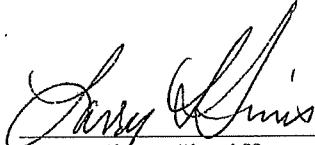
Waiver

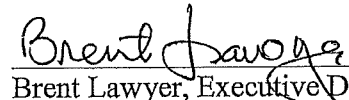
Waiver by a party of any provision of this Agreement, whether by conduct or otherwise, in any one or more instances, shall not be deemed to be or construed as a further or continuing waiver of any such provision, or as a waiver of any other provision of the Agreement. The failure of any party at any time to require performance of any provision of this Agreement shall in no manner affect such party's right to enforce the same at a later time.

Entire Agreement/ Amendments

It is acknowledged by the parties that this Agreement, together with all parts incorporated herein by reference or attachment hereto, represents the entire Agreement between the parties and supersedes any and all previous written or oral Agreements between the parties concerning the subject matter of this Agreement. The Agreement may be amended only with a written amendment signed by both parties.

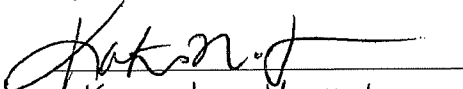
Signatures


Larry Sims, Sheriff Date
Warren County Sheriff's Office 5-29-18


Brent Sawyer, Executive Director Date
MHRS of Warren and Clinton Counties 05/29/18

Approved as to Form

By:


KATHRYN M. HOLVATH
Assistant Prosecuting Attorney

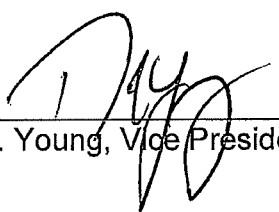
Final Review - For Internal Use Only:

<input checked="" type="checkbox"/> Originator CC	<input checked="" type="checkbox"/> Fiscal Review	<input type="checkbox"/> Administrative
Date 4/11/18	Date KTR 5/14/18	Date

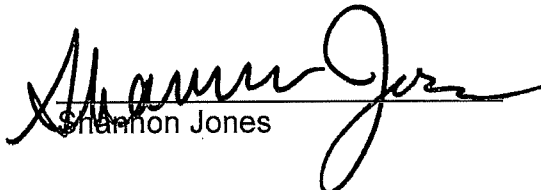
By Resolution Number 18-0007 of the Warren County Board of Commissioners
dated June 5th, 2018.

BOARD OF WARREN COUNTY COMMISSIONERS

Tom Grossmann, President



David G. Young, Vice President



Shannon Jones

APPROVED AS TO FORM:

Assistant Prosecuting Attorney

Resolution

Number 18-0888

Adopted Date June 05, 2018

APPROVE MEMORANDUM OF UNDERSTANDING BETWEEN THE WARREN COUNTY CAREER CENTER AND THE WARREN COUNTY SHERIFF'S OFFICE RELATIVE TO THE SCHOOL RESOURCE OFFICER PROGRAM

NOW THEREFORE BE IT RESOLVED, the Board of Commissioners approve the Memorandum of Understanding between the Warren County Career Center and the Warren County Sheriff's Office relative to the School Resource Officer Program; copy as attached hereto and made a part hereof.

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

Mr. Grossmann- absent

Mr. Young- yea

Mrs. Jones- yea

Resolution adopted this 5th day of June 2018.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: c/a – Warren County Career Center
Sheriff (file)

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE WARREN COUNTY CAREER CENTER AND THE
WARREN COUNTY SHERIFF'S OFFICE**

PURPOSE

A prosperous future for citizens of Warren County depends, in large measure, upon the Warren County Career Center's ability to properly educate its children. Effective schooling requires a safe and orderly environment in which learning can occur. Consequently, the Warren County Sheriff's Office, in collaboration with the Warren County Career Center, conducts the School Resource Officer (SRO) Program in order to provide school administrators and staff with law enforcement resources and expertise they need to maintain safety, order and discipline in the school environment. The SRO Program is intended to ensure that no student's right to receive an education is abridged by violence or disruption.

The Warren County Sheriff's Office has implemented the School Resource Officer Program in cooperation with the Warren County Career Center. The program involves the assignment of a Deputy Sheriff to the Warren County Career Center on a full-time basis. The SRO's primary duty assignment is the Warren County Career Center.

With daily interaction between the school's administration and the SRO, it is important to establish, maintain and update specific guidelines and procedures to be followed by the SRO and individual school administrators. This Memorandum of Understanding clarifies the roles of the SRO and school administrators, their scope of their authority, and the responsibilities of the Warren County Career Center and the Warren County Sheriff's Office in this collaboration. The success of the program relies on effective communication between the SRO, the principal and other key staff members of each organization.

DUTIES AND RESPONSIBILITIES

School Resource Officer (SRO)

- A. The SRO is a sworn Warren County Deputy Sheriff assigned to provide the law enforcement expertise and resources to assist school staff in maintaining safety, order and discipline on the Warren County Career Center Campus. The SRO will be considered an active member of the administrative team and has access to student directory, education records and surveillance equipment in accordance with board policy, as well as state and federal law.
- B. The SRO's assigned school building, grounds, and surroundings will be the equivalent of the SRO's patrol area, and he/she assumes primary responsibility for handling all calls for service and coordinating the response of other law enforcement resources to the school during school hours. All criminal activity that comes to the attention of the principal or school staff will be reported to the SRO. In an emergency situation, in the absence of the SRO, the school shall call 911. The SRO upon his/her return to duty may hold information that is not of an emergency nature for action.
- C. The SRO's duty schedule will be arranged to provide coverage throughout the school day including peak arrival and departure times before and after school. Whenever possible, the SRO will be visible patrolling the exterior and interior grounds, particularly during the opening or closing of school and during the lunch periods.

Memorandum of Understanding WCCC/WCSO

- D. The SRO shall wear the regulation deputy uniform and operate a marked sheriff's cruiser while on duty unless otherwise authorized. All equipment and uniforms will be provided by WCSO. The supervisor may approve a soft uniform provided the SRO maintains a state of readiness by having all necessary equipment readily available. The SRO provides a visible deterrent to crime and a positive representation of the Warren County Sheriff's Office to students and staff.
- E. The SRO shall also assist with training for the school administration in law enforcement and related matters. Information about crime trends and changes in law relevant to schools shall be disseminated to the school administrative staff to assist them in effectively establishing and maintaining safe school environments.
- F. The SRO may also become involved with the school's curriculum and provide instruction that will enhance the students' understanding of the law enforcement mission and the responsibilities of citizenship. However, responding to incidents or conducting investigations will always take precedence over instructing in the classroom. Lesson plans for all formal, organized presentations shall be forwarded to the supervisor for review and approval prior to presentation.
- G. When it is in the best interest of the Warren County Sheriff's Office and the school, the SRO may make formal presentations to, or participate in, school-based community organization meetings. The supervisor must approve participation in other activities such as panel discussion, mentoring programs and community coalitions or task forces in advance. The SRO shall keep the supervisor informed of the status of such additional activities.
- H. A critical element of the SRO program is an open relationship and strong communication between the school principal and the SRO. Each SRO shall meet weekly or more frequently if necessary, with the assigned school principal and or superintendent for the purpose of exchanging information about current crime trends, problem areas, or other areas of concern which have potential for disruption in the school or within the community.
- I. The SRO is expected to be familiar with school rules and their application with the school. Routine rule infractions will not be handled as violation of law, but instead referred to the principal for action. Any questions related to the enforcement of rules versus laws within the school should be discussed with the principal. This specifically applies to general standards of conduct. The principal does have discretion to direct the SRO to participate in investigations into school rule violations and appear as a witness at resulting proceedings before the school board or any other appropriate forum. The following procedures will be adhered to where arrests of students or staff become necessary:
 - Arrests of students or staff during school hours or on school grounds shall be reported to the principal as soon as practical.
 - Persons who have been deemed as non-students or those whose presence on school grounds has been restricted or forbidden shall be arrested for trespassing.

Memorandum of Understanding WCCC/WCSO

- The decision to arrest shall be at the sole discretion of the SRO, but will be discussed with the principal whenever practical, with the exception of an active arrest warrant.
 - The SRO shall make every effort to affect each arrest in a manner as to provide the minimal disruption to school operations.
 - The SRO shall make notification to a juvenile offender's parents/guardian in accordance with the Warren County Sheriff's Office Standard Operating Procedures.
- J. It is agreed that SRO's shall not transport students in their vehicles except:
- When the student is a victim of a crime, under arrest, or some other exigent circumstances exist;
 - When students are suspended and sent home from school pursuant to school disciplinary actions if the student's parent/guardian has refused or is unable to pick up the student within a reasonable time period;
 - It has been determined that the student's parent/guardian is at the destination to which the student is being transported.
- K. While the primary role of the SRO will be that of a law enforcement officer he/she shall also fulfill the additional roles of counselor, teacher and community liaison.

Principal

- A. It is the responsibility of the principal to facilitate effective communications between the SRO and the school staff. The principal shall meet on a weekly basis with the assigned SRO to share information and discuss any relevant issues. This meeting shall not be delegated to other administrative staff with the exception of the assistant principal.
- B. The school shall provide a work area for the SRO that is equipped with a telephone and computer. The principal shall also ensure that the SRO has unrestricted access to a photocopier, fax machine, and other necessary office equipment. The SRO shall also have access to the Internet but will follow the guidelines set forth in the school district's acceptable use policy.
- C. The principal and superintendent shall meet quarterly with the SRO supervisor, and at other times at the request of either party when needed to ensure adequate communication between the school and the Warren County Sheriff's Office. Upon request, the principal shall provide information to the SRO supervisor to assist in preparing for the annual evaluation of the SRO's performance.
- D. It shall be the principal's responsibility to ensure that the school staff are trained in and understand the importance of the emergency procedures as dictated in the Emergency Response Plan. While it is incumbent upon each member of the school staff to earnestly participate in routine emergency safety drills, it shall be the principal's responsibility to facilitate this cooperation.

Memorandum of Understanding WCCC/WCSO

Supervisor

- A. The SRO supervisor shall be appointed by the WCSO, and shall ensure that open lines of communication are in place between the Warren County Career Center and the Warren County Sheriff's Office. A weekly meeting with the SRO shall be arranged, and the SRO supervisor shall meet with the school principal/deputy superintendent at a minimum of once per quarter. To the extent that schedules permit, the initial SRO supervisor/principal/deputy superintendent meeting should be held prior to the start of the school year and be devoted to reviewing school/Sheriff's Office expectations and clarifying any operational procedures.
- B. The SRO supervisor shall ensure that the SRO remains fully certified in all aspects of training and updated in all current legal issues that pertain to all sworn personnel.
- C. The SRO supervisor shall act as liaison between the Warren County Career Center and the Warren County Sheriff's Office.

FINANCIAL RESPONSIBILITIES

Warren County Sheriff's Office (WCSO)

- A. WCSO shall be responsible for furnishing the SRO and will bear the cost of the SRO's salary and benefits in accordance with the applicable salary schedules and employment practices of the WCSO, including but not necessarily limited to: sick leave, annual leave, retirement compensation, disability salary continuation, worker's compensation, unemployment compensation, life insurance, dental insurance and medical/hospitalization insurance.
- B. WCSO shall be responsible for supplying a marked patrol vehicle and will bear the cost of all operating expenses, including but not limited to: fuel cost, regularly scheduled vehicle maintenance, vehicle repairs and replacement as necessary.
- C. WCSO shall be responsible for the cost of the SRO's continuous professional education and training pertaining to all functions of WCSO sworn personnel.

Warren County Career Center (WCCC)

- A. WCCC shall be responsible for the cost of training pertinent to the SRO's specific role at the school. This cost is not to exceed \$2500.00 per calendar year, and any cost in excess of this amount shall become the responsibility of the WCSO.

Independent Contractor

The WCSO shall provide all SRO services pursuant to this Agreement as an independent contractor. The SRO will, at all times, be under the direct supervision and control of the WCSO, and subject to the rules, regulations, and policies of the WCSO, and the laws of the State of Ohio and the United States Government.

In no event shall the SRO be considered an employee of the Warren County Career Center. The SRO, as the employee of an independent contractor, is not authorized to make a

Memorandum of Understanding WCCC/WCSO

contract, agreement, or promise on behalf of the Warren County Career Center, or to create any implied obligation on behalf of the Warren County Career Center.

Term, Amendment and Termination of Agreement

This MOU shall commence as of the date of the last signature below. The term of this MOU shall be for 12 months beginning on the commencement date, and shall automatically extend for successive 12 month periods.

This MOU may only be amended in writing agreed upon and executed by both parties.

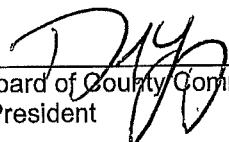
Either party may terminate this MOU without cause by giving 60 days written notice to the other party.

CONCLUSION

This Memorandum of Understanding represents mutually agreed goals and objectives of the Warren County Career Center and the Warren County Sheriff's Office for the SRO Program. This endeavor is a partnership between education and law enforcement to support a collaborative, problem-solving approach to the epidemic growth of violence and substance abuse in schools. Regular meetings shall be conducted between the WCCC and the WCSO to support this partnership.

This Memorandum of Understanding shall not be construed to create or substantiate any right or claim on the party of any person or entity, which is not party hereto.

Signed:



Warren County Board of County Commissioners
President / Vice-President

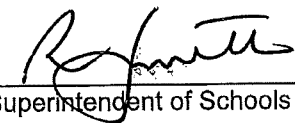
Resolution # 19-0889 Date: 6/5/18



Warren County Sheriff

5-25-18

Date



Superintendent of Schools

5/24/18

Date

Approved as to Form:



Assistant Prosecuting Attorney

Resolution

Number 18-0889

Adopted Date June 05, 2018

ENTER INTO A CONSULTING SERVICES CONTRACT FOR TRAFFIC
ENGINEERING/SAFETY STUDY SERVICES WITH TEC ENGINEERING, INC. ON
BEHALF OF THE WARREN COUNTY ENGINEERS OFFICE


BE IT RESOLVED, to enter into a Traffic Engineering/Safety Study Services contract with TEC
Engineering, Inc., 7288 Central Parke Blvd., Mason, OH 45040 for the Butler Warren Road
between Mason Road/Liberty Way and Bethany Road Traffic Engineering/Safety Study Project.

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

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

Resolution adopted this 5th day of June 2018.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

Cc: c/a- TEC Engineering, Inc.
Engineer (file)

**CONSULTING SERVICES CONTRACT FOR TRAFFIC ENGINEERING/SAFETY STUDY
SERVICES FOR BUTLER WARREN ROAD BETWEEN MASON ROAD/LIBERTY
WAY AND BETHANY ROAD**

THIS IS AN AGREEMENT made as of the date stated below, between The Warren County Board of County Commissioners, 406 Justice Drive, Lebanon, Ohio 45036 hereinafter referred to as the "OWNER," on behalf of the Warren County Engineer, hereinafter referred to as the "COUNTY ENGINEER" and TEC Engineering, Inc., 7288 Central Parke Blvd., Mason OH 45040 a Corporation organized, duly licensed and existing under the laws of the State of Ohio for the practice of engineering, hereinafter referred to as the "ENGINEER."

COUNTY ENGINEER intends to complete a safety study on the Butler Warren corridor between Mason Road/Liberty Way and Bethany Road, hereinafter referred to as the PROJECT. In order to proceed with the PROJECT, Traffic Engineering/Safety Study Services must be completed, which are part of services to be provided by ENGINEER.

OWNER and ENGINEER in consideration of their mutual covenants herein agree in respect of the performance of professional Traffic Engineering/Safety Study Services by ENGINEER and the payment for those services by OWNER as set forth below.

ENGINEER shall provide professional Traffic Engineering/Safety Study Services for COUNTY ENGINEER in all phases of the Project to which this Agreement applies, serve as COUNTY ENGINEER'S professional Traffic Engineering representative for the Project as set forth below and shall give professional Traffic Engineering consultation and advice to COUNTY ENGINEER during the performance of services hereunder.

SECTION 1 - BASIC SERVICES OF ENGINEER

- 1.1 ENGINEER shall perform professional services as hereinafter stated, which include customary civil and traffic engineering services incidental thereto.
- 1.2 ENGINEER shall perform tasks for the PROJECT in accordance with the scope of services attached and made a part of this contract and identified as Exhibit 1, hereinafter referred to as "Basic Services".
- 1.3 ENGINEER shall furnish to the COUNTY ENGINEER one copy of all electronic files regarding the PROJECT on a compact disk.

SECTION 2 - ADDITIONAL SERVICES OF CONSULTANT

- 2.1 If authorized in writing by OWNER and COUNTY ENGINEER, ENGINEER shall furnish or obtain from others Additional Services, which are not considered normal or customary Basic Services. Such services are set forth in Exhibit 1, and identified as "if authorized" services.

SECTION 3 - COUNTY ENGINEER'S RESPONSIBILITIES

COUNTY ENGINEER shall:

- 3.1 Provide all criteria and full information as to COUNTY ENGINEER'S requirements for the Project.
- 3.2 Assist ENGINEER by placing at his disposal all available information pertinent to the Project.
- 3.3 Furnish ENGINEER, as required for performance of ENGINEER'S Basic Services, data prepared by or services of others, including without limitation laboratory tests and inspections of samples, materials and equipment; appropriate professional interpretations of all of the foregoing; property, boundary, easement, right-of-way, topographic and utility surveys; property descriptions; zoning, deed and other land use restrictions, all of which ENGINEER may rely upon in performing his/her services.
- 3.4 Arrange for access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform his/her services.
- 3.5 Give prompt written notice to ENGINEER whenever COUNTY ENGINEER observes or otherwise becomes aware of any development that affects the scope or timing of ENGINEER'S services, or any defect in the work of the ENGINEER.
- 3.6 Furnish, or direct ENGINEER to provide, upon approval of OWNER, necessary Additional Services as stipulated in Section 2 of this Agreement or other services as required.
- 3.7 Bear all costs incidental to compliance with the requirements of this Section 3.

SECTION 4 - PERIOD OF SERVICE

- 4.1 The provisions of this Section 4 and the various rates of compensation for ENGINEER'S services provided for elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project. ENGINEER'S obligation to render services hereunder will extend for the period of time that may reasonably be required for the Traffic Engineering Services of the PROJECT, including extra work and required extensions thereto.

SECTION 5 - PAYMENTS TO ENGINEER

5.1 Methods of Payment for Services and Expenses of ENGINEER

- 5.1.1 For Basic Services. OWNER shall pay ENGINEER for Basic Services rendered under Section 1 as follows:
 - 5.1.1.1 The ENGINEER agrees to provide the Basic Services set forth in Section 1 hereof to the COUNTY ENGINEER for the PROJECT, for a not to exceed fee of \$16,988.00.

5.2 Times of Payments

- 5.2.1 ENGINEER shall submit monthly progress reports for Basic and Additional Services rendered. The progress reports will be based upon ENGINEER'S estimate of the proportion of the total services actually completed at the time of billing. No payment will be processed without a monthly progress report. OWNER shall make prompt monthly payments in response to ENGINEER'S monthly statements.

5.3 Other Provisions Concerning Payments

- 5.3.1 If OWNER fails to make any payment due ENGINEER for services and expenses within sixty (60) days after receipt of ENGINEER'S statement therefore, the amounts due ENGINEER shall include a charge at the rate of one percent (1%) per month from said 60th day, and in addition, ENGINEER may, after giving seven days written notice to OWNER, suspend services under this Agreement until he has been paid in full all amounts due for services and expenses.
- 5.3.2 Records of ENGINEER'S Salary Costs pertinent to ENGINEER'S compensation under this Agreement will be kept in accordance with generally accepted accounting practices. Copies will be made available to OWNER and COUNTY ENGINEER upon request prior to final payment for ENGINEER'S services.

5.4 Definitions

- 5.4.1 The Payroll Costs used as a basis for payment mean salaries and wages (basic and incentive) paid to all personnel engaged directly on the PROJECT, including, but not limited to the following; engineers, architects, surveyors, designers, draftsmen, specification writers, estimators, all other technical personnel, stenographers, typists and clerks; plus the cost of unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, sick leave, vacation and holiday pay applicable thereto.

SECTION 6 - GENERAL CONSIDERATIONS

6.1 Termination

The obligation to provide services under this Agreement may be terminated by either party upon thirty (30) days' written notice by certified mail, return receipt requested, in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. If this agreement is terminated, ENGINEER shall be paid for services performed to the termination date.

6.2 Reuse of Documents

All documents including reports and maps prepared by Engineer pursuant to this Agreement are instruments of service as part of the PROJECT. They are not intended or represented to be suitable for reuse by COUNTY ENGINEER or others on extensions of the PROJECT or any other project. Any reuse without written verification or adaptation by ENGINEER for the specific purpose intended will be at OWNER or COUNTY ENGINEER'S risk and without liability or legal exposure to ENGINEER. Any verification or adaptation requested by OWNER or COUNTY ENGINEER to be performed by ENGINEER will entitle ENGINEER to further compensation at rates to be agreed upon by OWNER, COUNTY ENGINEER and ENGINEER.

6.3 Controlling Law and Venue

This Agreement is to be governed by the law of the State of Ohio. The venue for any disputes hereunder shall be Warren County, Ohio.

6.4 Successors and Assigns

- 6.4.1 OWNER, COUNTY ENGINEER and ENGINEER each bind himself and his partners, successors, executors, administrators, assigns and legal representatives to the other party to this Agreement and to the partners, successors, executors, administrators, assigns and legal representatives of such other party in respect to all covenants, agreements and obligations of this Agreement.
- 6.4.2 Neither OWNER nor ENGINEER nor COUNTY ENGINEER shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except as stated in paragraph 6.4.1 and except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent ENGINEER from employing such independent consultants, associates and subcontractors as he may deem appropriate to assist him in the performance of services hereunder.
- 6.4.3 Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than OWNER, COUNTY ENGINEER and ENGINEER.

6.5 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.

6.6 Construction

Should any portion of this Contract be deemed unenforceable by any administrative or 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.

6.7 Waiver

No waiver by either party of any breach of any provision of this Contract shall be deemed to be a further or continuing waiver of any breach of any other provision of this Contract. The failure of either party at any time or times to require performance of any provision of this Contract shall in no manner affect such party's right to enforce the same at a later time.

6.8 Relationship of Parties

The parties shall be independent contractors to each other in connection with the performance of their respective obligations under this Contract.

6.9 Parties

Whenever the terms "OWNER", "COUNTY ENGINEER" AND "ENGINEER" are used herein, these terms shall include without exception the employees, agents, successors, assigns and/or authorized representatives of OWNER, COUNTY ENGINEER and ENGINEER.

6.10 Headings

Paragraph headings in this Contract are for the purposes of convenience and identification and shall not be used to interpret or construe this Contract.

6.11 Notices

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

TO: Warren County Commissioners	Warren County Engineer's Office
Attn. Tiffany Zindel, County Administrator	Attn. Neil F. Tunison, County Engineer
406 Justice Drive	210 W Main Street
Lebanon, Ohio 45036	Lebanon, Ohio 45036
Ph. 513-695-1250	Ph. 513-695-3309

TEC Engineering, Inc.
Attn: Edward Williams, P.E., PTOE
7288 Central Parke Blvd.
Mason, OH 45040
Ph. 513-701-9804

6.12 Insurance

ENGINEER shall carry comprehensive general insurance providing single limit coverage with limits of \$1,000,000 per occurrence and 2,000,000 aggregate, and professional liability insurance providing limits of \$1,000,000 per claim/aggregate with no interruption of coverage during the entire term of this Contract. ENGINEER further agrees that in the event that its comprehensive general or professional liability policy is maintained on a "claims made" basis, and in the event that this contract is terminated, ENGINEER 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 Contract. ENGINEER shall provide COUNTY ENGINEER with a certificate of insurance evidencing such coverage, and further provide thirty (30) days written notice of cancellation or non-renewal to COUNTY ENGINEER. Cancellation or non-renewal of insurance shall be grounds to terminate this Contract.

ENGINEER shall carry statutory worker's compensation insurance and statutory employer's liability insurance as required by law and shall provide COUNTY ENGINEER with certificates of insurance evidencing such coverage simultaneous with the execution of this Contract.

SECTION 7 - SPECIAL PROVISIONS, EXHIBITS and SCHEDULES

The following Exhibits are attached to and made a part of this Agreement:

Exhibit 1

SECTION 8 – INDEMNIFICATION

8.1 Professional Liability

With regard to professional liability claims, to the fullest extent permitted by law the Consultant agrees to indemnify and hold the Client, its officers, officials, and employees (hereinafter “Client”) harmless from and against losses and damages to the extent arising from a negligent act, error or omission by the Consultant or its employees or anyone for whom the Consultant is legally liable.

8.2 Non-Professional Liability (General Liability)

With regard to general liability claims, to the fullest extent permitted by law, the Consultant shall indemnify, defend and hold harmless the Client from and against claims, damages, losses and expenses, including but not limited to reasonable attorneys’ fees, arising out of the acts or omissions of the Consultant, provided that such claim, damage loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of property (other than the work itself) including loss of use resulting therefrom, but only to the extent caused by the acts or omissions of the Consultant, any subconsultant(s) of the Consultant, its agents, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable.

SECTION 9 – ENTIRE AGREEMENT

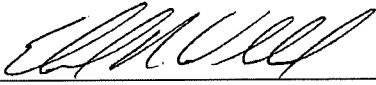
This Agreement (consisting of pages 1 to 7, inclusive), together with the Exhibit and schedules identified above constitute the entire agreement between OWNER and ENGINEER and supersede all prior written or oral understandings. This Agreement and said Exhibit and schedules may only be amended, supplemented, modified or canceled by a duly executed written instrument, signed by all parties.

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SECTION 10 – EXECUTION

ENGINEER :

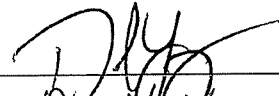
IN EXECUTION WHEREOF, TEC Engineering, Inc., an Ohio corporation for profit, has caused this Agreement to be executed on the date stated below by Edward Williams, whose title is Vice President, pursuant to a corporate Resolution authorizing such act.

SIGNATURE: 
PRINTED NAME: Edward R Williams
TITLE: Vice President
DATE: 5/31/18

OWNER:

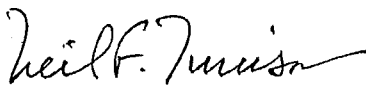
IN EXECUTION WHEREOF, upon written recommendation of the Warren County Engineer, the Warren County Board of County Commissioners has caused this Agreement to be executed on the date stated below by David Young, its Vice President, pursuant to Resolution No. 10-0009 dated 6/5/18.

**WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS**

SIGNATURE: 
PRINTED NAME: David Young
TITLE: Vice President
DATE: 6/5/18

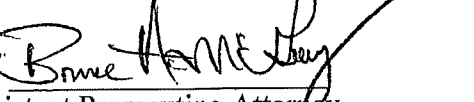
RECOMMENDED BY:

**NEIL F. TUNISON, P.E., P.S.
WARREN COUNTY ENGINEER**

By: 
Neil F. Tunison, P.E., P.S.

APPROVED AS TO FORM:

**DAVID P. FORNSHELL,
PROSECUTING ATTORNEY
WARREN COUNTY, OHIO**

By: 
Assistant Prosecuting Attorney

May 29, 2018

Neil Tunison, PE, PS
County Engineer
Warren County Engineers Office
210 West Main Street
Lebanon, Ohio 45036

RE: Safety Study – Butler Warren Road

TEC Engineering, Inc. is pleased to submit a response to your Request for a Proposal for a safety study for Butler Warren Road between Mason Road/Liberty Way and Bethany Road. Based upon our discussion, TEC proposes the following:

Scope of Work:

1. Field Data Collection

Study Area

The study area for the Safety Impact Study will include Butler Warren Road from Mason Road/Liberty Way to Bethany Road.

TEC will collect field data including existing geometry, roadway conditions, traffic observations, etc. in the study area.

TEC will conduct 24 hour mechanical counts at the following locations.

- NB & SB Butler Warren Road
- EB & WB Heritage Club Drive/Sweet Briar Court
- EB & WB Four Bridges Drive/Ross Lane
-

TEC will conduct manual turning movement counts during the AM & PM Peak (4 total hours) at the following intersections:

- Butler Warren Road & Hampton Cove Court
- Butler Warren Road & Heritage Club Drive/Sweet Briar Court
- Butler Warren Road & Four Bridges Drive/Ross Lane

2. Analysis

Crash Analysis

TEC will use the ODOT TIMS-GCAT system to gather 3 years of crash data (2015-2017). TEC will compile collision diagrams and crash analysis for the following locations:

- Butler Warren Road & Hampton Cove Court
- Butler Warren Road & Heritage Club Drive/Sweet Briar Court
- Butler Warren Road & Four Bridges Drive/Ross Lane

TEC will use the Highway Safety Manual methodology and ODOT's Economic Crash Analysis Tool (ECAT) to determine the expected and predicted crashes for the existing corridor conditions.

Capacity Analysis

Based on discussions with the client, TEC will review the capacity at the following intersections:

- Butler Warren Road & Hampton Cove Court
- Butler Warren Road & Heritage Club Drive/Sweet Briar Court
- Butler Warren Road & Four Bridges Drive/Ross Lane

TEC will complete capacity analysis for the following conditions:

- 2018 No Build
- 2028 No Build
- 2028 w/Proposed Recommendations

3. Recommendations

TEC will utilize the results of the crash analysis and capacity analysis to develop recommendations for the corridor. ODOT's ECAT will be used to quantify the overall crash reductions associated with any proposed countermeasures throughout the corridor. All recommendations will be compiled onto one final drawing and a final cost estimate will be completed. TEC will also develop a cost-benefit analysis based on the recommendations.

4. Report Services

All work will be summarized in a report document for submission to the County. The report format and contents will follow ODOT Safety Study Guidelines.

Deliverables

As part of the scope of services TEC Engineering, Inc. will provide the client with a preliminary report for review and potential revision to the report. Based on any comments, TEC will assemble a final report for submission.

TEC Engineering will provide up to four (4) color copies and eight (8) black and white copies of the final report for review to the reviewing party. TEC Engineering will provide one (1) revision of the final report based upon comments from the reviewing officials. Any additional modifications to the study based on subsequent reviews by the reviewing officials will be considered additional work to be billed to you on an hourly basis.

Fee:

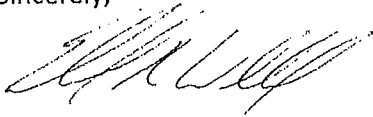
Our fee for the scope listed above will be ***sixteen thousand nine hundred eighty eight dollars (\$16,988)***. This project will be bill on a time and expense not to exceed basis.

Schedule:

TEC will begin work following your notice to proceed. A preliminary copy of the study will be provided to your office for review within 60 days following your notice to proceed.

We appreciate the opportunity to provide you with this scope of work and look forward to working with you on this project. Please call me at (513) 701-9804 if you require any further information.

Sincerely,

A handwritten signature in black ink, appearing to read 'Edward Williams', written in a cursive style.

Edward Williams, PE, PTOE
Vice President

Resolution

Number 18-0890

Adopted Date June 05, 2018

ENTER INTO CONTRACT WITH INSITUFORM TECHNOLOGIES, LLC FOR THE
LANDEN SEWER LINING PROJECT

WHEREAS, the Warren County Water & Sewer Department has solicited quotes for the lining
of Twinview and Heather sanitary sewers; and

WHEREAS, all documentation including insurance certificates has been submitted by the
contractor; and

NOW THEREFORE BE IT RESOLVED, to enter into contract with Insituform Technologies,
LLC 17988 Edison Avenue, Chesterfield, MO, for a total contract price of 34,082.00; 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- absent

Mr. Young- yea

Mrs. Jones- yea

Resolution adopted this 5th day of June 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a- Insituform Technologies, LLC
OMB Bid File
Water/Sewer (file) _____
Project File



Insituform

Technologies, LLC

Worldwide Pipeline Rehabilitation

John Sebolt
3898 Welden Drive
Lebanon, Ohio 45036

Tel: 513-767-1549
Fax: 513-492-9376
jsebolt@aegion.com

May 3, 2018

Warren County Water & Sewer Department
Attn: Mr. Chris Wojnicz PE
406 Justice Drive
Lebanon, Ohio 45036
513-695-1646
Christopher.Wojnicz@co.warren.oh.us

Re: Lebanon Ohio Twinview and Heather Sewer Lining Project/AAJA-XV65HS

Dear Mr. Wojnicz,

Insituform Technologies, LLC (ITLLC) is pleased to provide the following proposal to **Warren County Water and Sewer Department**, hereinafter referred to as "Customer", for the scope of work detailed below for the above-referenced Project.

PROPOSAL PRICING

ITLLC proposes the following pricing for the scope of services described herein:

Item	Description	Unit	Qty	Unit Price	Total Price
1	Temporary Sediment & Erosion Control	LS	1	\$1.00	\$1.00
2	Maintenance of Traffic	LS	1	\$175.00	\$175.00
4	Sewer Cleaning Including Lateral Connections to be lined	LF	747	\$4.00	2,988.00
5	Bypass Pumping Complete approx. 7,200 GPD	LS	1	\$360.00	\$360.00
6	8" Cured in place pipe, Thickness per ASTM	LF	747	\$31.00	\$23,157.00
7	Lateral Connection Lining utilizing BLD Service Connection seal + Lateral" 3' Min	EA	2	\$3,700.00	\$7,400.00
8	Post Lining Video Submittal	LS	1	\$1	\$1
	TOTAL				\$34,082.00

Pricing above includes both pre and post cleaning/CCTV for the lining portion of this project. Performance bond for this project is included in the pricing above. Prevailing Wages are included in the pricing above.

ASSUMPTIONS AND QUALIFICATIONS

ITLLC's Proposal Pricing is based upon the following assumptions and clarifications:

1. ITLLC assumes the work will be completed during dry weather conditions.

2. Quantities are estimated. Customer shall be invoiced for actual quantities at the above unit prices.
3. ITLLC is an open-shop company and shall not be subject to any union requirements or agreements and will not enter into any Project Labor Agreement or any such similar agreement for this Project. Where required by the Contract Documents, ITLLC will pay the Prevailing Wages then in effect for the Project and will submit Certified Payroll Reports in a timely manner.

ITLLC SCOPE OF WORK / RESPONSIBILITIES

ITLLC will provide the following:

1. Mobilization and demobilization of personnel, equipment, and materials to and from the Project site.
2. Install **polyester** resin impregnated CIPP liner in accordance with ASTM F1216 or F1743 using either water or air/pull-in/steam, at the discretion of ITLLC.
3. Internal reinstatement of all service connections
4. CCTV inspection of the pipe before and after the lining is complete.
5. Standard ITLLC one-year warranty from date of installation, excluding any required warranty TV inspection and/or testing.
6. Standard insurance coverage with the following limits:
 - General Liability: \$2,000,000 per occurrence/\$4,000,000 aggregate
 - Auto: \$2,000,000 Combined Single Limit
 - Workers Compensation: Statutory with \$1,000,000 Employer's LiabilityThe above insurance shall not include Primary and Non-Contributory Coverage and ITLLC shall not provide a Waiver of Subrogation endorsement.

NOTE: Modifications to the Scope of Work / Responsibilities of ITLLC may result in a change in price and/or duration.

EXCLUSIONS:

The following items are excluded from ITLLC's above Pricing and Scope of Services / Responsibilities stated in this Proposal. These items, if necessary, applicable or otherwise required, shall be furnished by Customer, at Customer's direction and at no cost to ITLLC or may, upon mutual agreement in writing between ITLLC and Customer, be provided by ITLLC at an additional cost:

1. Permits, licenses and construction easements.
2. Manual operation of any pumping and/or metering stations.
3. Environmental/erosion controls (i.e., hay bales, silt fence etc.) that may be required adjacent to manholes, access points and/or water supply hose.
4. Burial of discharge or bypass hose/pipe.
5. External service reconnections.
6. Traffic control to include normal cones and traffic signs are included in the pricing above
7. Bypass pumping is included up to and including a 4" Honda trash pump and 4" layflat.
8. Trimming of cast iron protruding laterals shall be performed by others.
9. Bypassing of services or laterals.
10. Repair of pipe damaged during any industry standard high-pressure jet cleaning operations, preparation or lining and any subsequent cleaning necessary to remove debris that has fallen into the pipe as a result of any such collapse or repair.
11. Directives setting forth which service connections must be reinstated prior to final CCTV inspection.
12. Locations of and access (of ITLLC equipment and/or personnel) to all manholes associated with the project and as required by ITLLC's work plan.
13. Equivalent pipe diameter access from the invert to the street level. This may include removal of the frame, cover and/or cone section of the liner installation manhole(s) such that the opening at the street level is no less than equivalent to the pipe diameter.
14. Payment and Performance bonds. Costs for bonds are included in the pricing above.
15. Removal and disposal of any hazardous or toxic materials encountered during the Project.

16. Holiday work, rush delivery or adverse weather work (as defined by ITLLC).
17. Complete independent testing of liner samples from each installation. Will be provided if required per specifications.
18. Certified Professional Engineer stamped designs. Will be provided if required in specifications.
19. State and local sales and/or use taxes.
20. Additional premiums for special insurance coverage(s) specific to this project.

GENERAL TERMS AND CONDITIONS:

1. ITLLC's Proposal is conditioned upon Customer's acceptance of the terms and conditions set forth herein. Customer's ordering of material or services by purchase order or otherwise, shall be treated as Customer's acceptance of such terms and conditions. All terms and conditions in Customer's purchase order or in any other communication to ITLLC, whether submitted previously or subsequently to this Proposal, which are additional to or inconsistent with the terms and conditions of this Proposal are not binding upon ITLLC and shall not be applicable to this Proposal, except to the extent accepted in writing by ITLLC. Any change or amendment to this Proposal, to be binding upon ITLLC, must be accepted in writing by ITLLC.
2. ITLLC has based its Proposal on a nominal wall thickness for the Insitutube as shown in the price. This is based on the best available information at the time of this Proposal. Existing pipe deterioration in excess of the conditions assumed, ground water loads in excess of those assumed, or other loads or conditions may increase the recommended thickness for all or portions of the work. Final recommendations may be submitted to you following the completion of the preliminary TV phase of the project. Stated prices are subject to adjustment if design changes are agreed upon.
3. This Proposal is valid for 30 days, unless otherwise extended by ITLLC.
4. PAYMENT: Payment is due in full, without exception or retention, within 30 days of the date of the invoice. Monthly partial progress payments may be requested for the value of work in progress or completed, including materials delivered to the Project site. Payments due and unpaid shall bear interest at the rate of 1½ % per month from the date payment is due.
5. ITLLC is not a union shop and shall not be subject to any union requirements or agreements or project labor agreements. On public projects where required, ITLLC will pay prevailing wages as identified by Customer prior to submission of this Proposal.
6. Should ITLLC learn of any information that causes ITLLC concern about Customer's ability to pay and/or perform any of its obligations owing to ITLLC under Proposal, ITLLC has the right to request Customer to provide ITLLC adequate assurance of due performance on such terms as are deemed reasonable by ITLLC when acting in good faith, including the right to await full or partial payment from Customer as required by ITLLC. In such an instance, ITLLC may suspend its performance pending ITLLC's receipt of adequate assurance of due payment and/or performance in a manner found acceptable by ITLLC.
7. ITLLC shall not be responsible for any inability to perform under this Proposal or for any loss or damage due to delays or disruptions resulting directly or indirectly from, or contributed to by, any act of God, action or omission of Customer, act of civil or military authorities, fire, strike or other labor dispute, accident, flood, adverse weather, war, riot, terrorism, transportation delay, inability to obtain material or fuel supplies, or any other circumstances beyond ITLLC's reasonable control, whether similar or dissimilar to any of the foregoing.
8. Claims for Changed, Concealed or Unknown Conditions: If conditions are encountered at the site which are (1) materially changed; (2) or concealed physical conditions which differ materially from the information upon which this Proposal is based or are unknown after reasonable CCTV scoping or (3) unknown physical conditions of an unusual nature, which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for herein, then the Proposal Price and Time shall be equitably adjusted to address the conditions, where prior written notification and approval of claims exist.
9. LIMITED WARRANTY: ITLLC WARRANTS TO CORRECT ANY DEFECT IN THE MATERIALS OR SERVICES PROVIDED BY ITLLC WHICH ARE BROUGHT TO THE ATTENTION OF ITLLC IN WRITING WITHIN ONE YEAR FOLLOWING COMPLETION OF ITLLC'S WORK, PROVIDED CUSTOMER AFFORDS ITLLC SUITABLE ACCESS AND WORKING CONDITIONS TO ACCOMPLISH SUCH CORRECTION.
10. Except for the express warranty forming a part of this Proposal, ITLLC DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY. ITLLC'S LIABILITY TO

CUSTOMER, WHETHER IN CONTRACT, WARRANTY, TORT OR OTHERWISE, IS LIMITED TO THAT PERMITTED UNDER THIS PROPOSAL, ITLLC shall NOT BE LIABLE TO CUSTOMER FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF USE, LOST TIME, DELAY, DISRUPTION, INTERFERENCE, LOSS OF PRODUCTIVITY, INCONVENIENCE, LOST INCOME, OR LOST PROFITS.

11. This agreement may be terminated by either party upon seven (7) days written notice should the other party fail substantially to perform in accordance herewith through no fault of the party initiating the termination.
12. The terms and conditions of this Proposal form the entire agreement between the parties. All other terms, proposals, negotiations, representations, recommendations, statements or agreements, whether made or issued contemporaneously or previously, are excluded from and are not a part of this Proposal, and have no binding or enforceable effect. This Proposal, if accepted, shall be binding on the parties and their respective successors and assigns.

The information contained in this letter is proprietary to Insituform Technologies, Inc. and shall be retained by the recipient in confidence and shall not be published or otherwise disclosed to third parties except as required by Ohio Public Records laws. Customer will notify ITLLC should it receive any public records requests for any records relevant to this contract or this contracted work and provide ITLLC a reasonable opportunity to respond prior to releasing any such records. The foregoing shall not preclude the use of any data which (i) was in its possession without restriction as to use prior to receipt as proprietary of the same or similar data from Insituform Technologies, Inc., (ii) is or becomes available from a public source on or after such receipt from Insituform Technologies, Inc. or (iii) is obtained by the recipient from a third party not under obligation of confidentiality or other restriction with respect to use.

Please do not hesitate to contact me with any further questions.


Very truly yours,


Insituform Technologies, LLC.



John Sebolt
Business Development Manager

Accepted By OWNER :



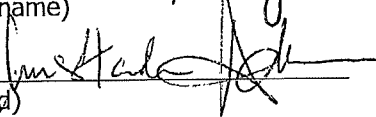
(signed)


(print name)

Date: 6/15/18

Title: Vice President

Accepted By CONTRACTOR :



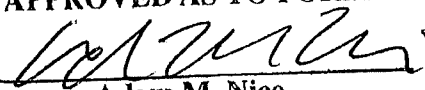
(signed)
Christiana Adkins
Contracting & Attesting Officer

(print name)

Date: 5/17/18

Title: Christiana Adkins
Contracting & Attesting Officer

APPROVED AS TO FORM



Adam M. Nice
Asst. Prosecuting Attorney

Wojnicz, Christopher A.

From: Wojnicz, Christopher A.
Sent: Friday, April 20, 2018 10:22 AM
Subject: Twinview & Heather Sewer Lining

Warren County Water & Sewer Department is interested in obtaining quotes for cured-in-place pipe rehabilitation of about 750 feet of 8-inch diameter sanitary sewer in Franklin Twp., OH. Please see attached site plan and bid table in the dropbox link.. We are requesting interested contractors submit their quotes by 4pm on Friday May 4, 2018. Please email or call with questions. Thanks.

<https://www.dropbox.com/sh/fguij191dthpfj6/AADXlzU2KPRWIXhhH1g40M8Xa?dl=0>

Chris Wojnicz, P.E., LEED AP

Deputy Sanitary Engineer

Warren County Water & Sewer Department

christopher.wojnicz@co.warren.oh.us

Ph: 513-695-1646

Fx: 513-695-2995



PROPOSED BID

No.	Description	Units	Quantity	Unit Cost	Cost
1	Temporary Sediment and Erosion Control	LS	1	\$ 50.00	\$ 50.00
2	Maintenance of Traffic	LS	1	\$ 2,500.00	\$ 2,500.00
4	Sewer Cleaning including Lateral Connections to be Lined	LF	747	\$ 5.00	\$ 3,735.00
5	Bypass Pumping, Complete (Approximately 7,200 GPD)	LS	1	\$ 120.00	\$ 120.00
6	8" Cured-in-Place Pipe, Thickness per ASTM F1216	LF	747	\$ 35.00	\$ 26,145.00
7	Lateral Connection Lining utilizing BLD 'Service Connection Seal + Lateral' or equal (min. 3')	EA	2	\$ 3,125.00	\$ 6,250.00
8	Post-Lining Video Submittal	LS	1	\$ 800.00	\$ 800.00
TOTAL BID PRICE					\$ 39,600.00

TOTAL BID PRICE (In Words)

NOTE:

1. Quantities are based upon construction plans for Twinview and Heather Sewer Lining Project and prepared by the Warren County Water and Sewer Department.

INSIGHT PIPE CONTRACTING, LLC

232 E. Lancaster Road

Harmony, PA 16037

Michael A. McCollough

**Michael A. McCollough
Chief Estimator**

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Warren County Water & Sewer Department is interested in obtaining quotes for cured-in-place pipe rehabilitation of about 750 feet of 8-inch diameter sanitary sewer in Fraaslin Twp., OH. Please see attached site plan and bid table in the dropbox link. We are requesting interested contractors submit their quotes by 4pm on Friday May 4, 2018. Please email or call with questions. Thanks.
<https://www.dropbox.com/sh/franbltthuf6/AADG0ZKFRW00H1t60MEXa7B-E>

Chris Wojcik, P.E., LEED AP
Deputy Sanitary Engineer
Warren County Water & Sewer Department
chwoj@warrencountyohio.gov
Ph: 513-695-1648
Fx: 513-695-2996



Click on a photo to see social network updates and email messages from this person.

- Christopher Wojcik
Deputy Sanitary Engineer
- Cindy Fernandez
- John Sobel
jsobel@warrencountyohio.gov
- Melissa Patch
- Shelley Anderson
shelley.anderson@warrencountyohio.gov
- Lesley Bess
lesley.bess@warrencountyohio.gov
- Steve Emmons
- James Krotchvil
- Sharon Amato
Owner

Resolution

Number 18-0891

Adopted Date June 05, 2018

APPROVE AND ENTER INTO AN AGREEMENT WITH HENSCHEN AND ASSOCIATES, INC ON BEHALF OF WARREN COUNTY PROBATE COURT FOR THE SCANNING/E-FILING SOFTWARE LICENSE

BE IT RESOLVED, to approve and enter into an agreement with Henschen and Associates, Inc. on behalf of Warren County Probate Court for the Scanning/E-filing license.

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

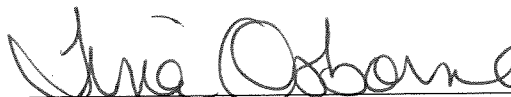
Mr. Grossmann- absent

Mr. Young- yea

Mrs. Jones- yea

Resolution adopted this 5th day of June 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a – Henschen and Associates, Inc.
Juvenile (file)

HENSCHEN AND ASSOCIATES, INC
Scanning/Paper-on-Demand & Paperless/e-Filing License Agreement

Agreement is between Henschen and Associates, Inc. located at 432 West Gypsy Lane Road, Bowling Green, Ohio 43402 (hereafter known as "Henschen") and the Warren County Board of Commissioners, a governmental entity on behalf of the Warren County Probate Court located at 900 Memorial Drive, Lebanon, OH 45036 (hereafter known as "Licensee") and is made for the purpose of adding additional products and services to those provided pursuant to the parties' License Agreement executed by Licensee on February 8, 1994 and is incorporated into said document by this amendment.

WHEREAS, Henschen has developed and owns computer software known as "Scanning/Paper-on-Demand & Paperless/e-Filing" (herein referred to as "software") and related materials for Ohio County, Municipal, Juvenile, Probate and Common Pleas Courts. Henschen agrees to license said software to the "Licensee" for use on the Licensee's computer system located at the above location.

THE PARTIES AGREE:

1. Usage Restriction: The Licensee agrees to use the software solely for its own internal operations on a single or networked computer system. Licensee agrees that it has no right to transfer or sub-license any rights granted under this agreement, and Henschen reserves the right to sell the software to other parties.
2. Installation and Training from contract: Henschen shall install the software and conduct training sessions covered by this Agreement on a date that is mutually agreed upon by Licensee and Henschen.
3. Licensee's Responsibilities:
 - a. The Licensee acknowledges that the final responsibility for confirmation of the accuracy of the results of this software, is the responsibility of the Licensee.
 - b. The Licensee shall take adequate steps and security precautions to prevent unauthorized usage of Henschen's products and to maintain the confidentiality of such information and documentation. The Licensee will respect Henschen's property rights, including any applicable copyrights, and will not copy any software or manuals without written authorization, except for archival copies intended as normal backup. At no time shall the Licensee grant another vendor, individual or agent acting on behalf of another vendor access to the Henschen program. Access shall include: screen shots (photos, videos, printing or any type of reproduction screens) and printed documentation. Reports or forms may be shown but not reproduced or copied nor taken off-site. Any information that may assist in the development of a competitive software application shall be considered copyrighted and kept confidential. Failure to

comply with this security will be a breach of this license and may result in the termination of the contract or other legal action .

- c. The licensee shall be responsible for data BACKUP on a daily basis. Should the files need to be RESTORED, Henschen shall assist the Licensee in restoring these files either via Internet, telephone, or on-site support if requested.
 - d. Should the Licensee choose to dispose of computers with Henschen software, the Licensee shall notify Henschen of such action and Henschen shall erase all programs from the hard disk.
4. Changes to Software: Henschen shall modify said software at the currently hourly rate or cost proposal at date requested. **Licensee shall not obtain the services of another vendor, company or individual without the written consent of Henschen.** Henschen requires the Name, Address, City, State, Zip Code, telephone number and email address of all individuals having access to the source code which remains on the system so that program modifications can be made remotely, if necessary. All modifications shall be done by Henschen's staff and all changes to the software shall become the property of Henschen: **THEREFORE, UNDER NO CIRCUMSTANCES SHALL AN AGENCY, INDIVIDUAL OR COMPANY HAVE ANY LEGAL RIGHTS TO CURRENT OR MODIFIED PROGRAMS.**
5. Term of Contract: This agreement is effective upon the date of installation and shall automatically renew until properly terminated. The Court will be invoiced annually at the current renewal rate. **Should the Licensee wish to terminate this contract, or fails to pay the annual licensing fee within sixty (60) days of invoicing, Licensee agrees to cease using above named software.** Henschen shall have the right to disable or remove the software from the system until the annual fee is paid in full.
6. User Meetings: Henschen will hold periodic meetings to discuss possible improvements to our e-Court process. These meetings are intended to discuss and direct future development and/or enhancements to these applications.
7. Training Sessions: During the term of this contract, Henschen shall conduct one (1) review/training session per year upon request. This agreement **does not include** training or support for normal computer related anomalies such as, but not limited to, equipment failure, unresponsive software applications such as Windows OS, Document Converter Module, or Redaction Module or other 3rd party software.
8. Contract Dispute: If any disagreement or dispute should arise during the term of this contract or renewal thereof, the parties agree that the system shall remain in operation for sixty (60) days so the court is able to continue its operation pending resolution. If the dispute is regarding annual fees or charges, the dispute must be resolved within sixty (60) days from the date of written notice of dispute and payment made within thirty (30) days of resolution. If the dispute is not resolved within sixty (60) days, then Henschen has the right to terminate this agreement (see Term of Contract).

9. Governing Law: This agreement shall be governed by the laws of the State of Ohio and of the United States of America.
10. Modification/Amendment: All modifications or amendments to this contract shall be by mutual agreement, in writing signed by both parties and attached to this document.
11. Warranty of Performance: Henschen warrants that the current software release is completely operational and will correct (at its discretion) at no additional charge to Licensee, any errors, malfunctions and/or so-called "bugs" reported to them during the term of this contract. Changes in State or Federal Statutes are not considered errors, malfunctions, or "bugs"; therefore, are not covered by this warranty. Henschen also warrants that the software meets the specification as proposed to the best of their knowledge as of the date of the Agreement.
12. Limitation of Liability: The Licensee is responsible for the backup and restoration of data; therefore, should the data be un-restorable due to hardware malfunction, etc., Henschen will not be held liable and assumes no liability for damages, or cost relation to loss of data, etc., except in the case of negligence on Henschen's part.
13. Completeness of Agreement: This signed Agreement constitutes the entire agreement between Henschen and Licensee except as otherwise modified/amended as indicated above.

Henschen and Associates, Inc.

by: Bud L. Henschen
 Bud L. Henschen
 President

Date: MAY 14, 2018

Licensee

by: DJP
 Warren County Board of Commissioners
 President or Vice-President

Date: 6/15/18

Resolution No. 18-0891

APPROVED AS TO FORM

Keith W. Anderson
 Keith W. Anderson
 Asst. Prosecuting Attorney

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

Resolution

Number 18-0892

Adopted Date June 05, 2018

APPROVE AND ENTER INTO CONTRACT WITH PELLA WINDOWS & DOORS FOR THE REPLACEMENT OF VARIOUS WINDOWS AT 416 S EAST ST (HHS BLDG) ON BEHALF OF FACILITIES MANAGEMENT

BE IT RESOLVED, to approve and enter into contract with Pella Windows & Doors for the replacement of 38 Pella windows at 416 S East Street (Health and Human Services) as attached hereto and made a part hereof.

BE IT FURTHER RESOLVED, to approve purchase order number 24642 in the amount of \$27,077.98 for said service.

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

Mr. Grossmann- absent

Mr. Young- yea

Mrs. Jones- yea

Resolution adopted this 5th day of June 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: C/A—Pella Windows & Doors
Facilities Management (file)
OMB



Contract - Detailed

Pella Window and Door Showroom of Hebron
 785 Lindbergh Court Suite 190
 Hebron, KY 41048
 Phone: (513) 948-8480 Fax: (859) 534-5737

Sales Rep Name:
 Sales Rep Phone:
 Sales Rep Fax:
 Sales Rep E-Mail:

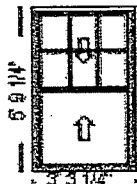
Customer Information	Project/Delivery Address	Order Information
Warren County Facilities Management 406 Justice Drive LEBANON, OH 45036 Primary Phone: (513) 695-1463 Mobile Phone: Fax Number: E-Mail: Contact Name: Great Plains #: 5136951463 Customer Number: 1007291084 Customer Account: 1002999693	Warren County Lot # County: Owner Name: Warren County Facilities Management Owner Phone: (513) 695-1463	Quote Name: Warren County Order Number: 003 Quote Number: 10117243 Order Type: Non-Installed Sales Wall Depth: Payment Terms: Net 10 Days Tax Code: EXEMPT OH. Cust Delivery Date: None Quoted Date: 5/3/2018 Contracted Date: Booked Date: Customer PO #:

Line #	Location	Attributes	Item Price	Qty	Ext'd Price
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10 2nd Floor West

Vinyl Windows / Doors By Pella, Double Hung, 39.25 X 69.25, White

Item Price	Qty	Ext'd Price
\$542.64	12	\$6,511.68



PK #
2005

Viewed From Exterior

1: 39.2569.25 Double Hung, Equal
 Frame Size: 39 1/4 X 69 1/4
 General Information: Standard, Vinyl, Block Frame With Mull Groove, 3 1/4", 3 1/4", Sill Adapter Included, No Head Expander
 Exterior Color / Finish: White
 Interior Color / Finish: White
 Glass: Insulated Low-E Advanced Low-E Insulating Glass Argon Non High Altitude
 Hardware Options: White, Standard Vent Stop, No Limited Opening Hardware
 Screen: Full Screen
 Performance Information: U-Factor 0.30, SHGC 0.25, VLT 0.47, CPD PEL-N-108-00116-00002, Performance Class LC, PG 25, Calculated Positive DP Rating 25, Calculated Negative DP Rating 25, Year Rated 08|11, Egress Meets Typical 5.7 sqft (E) (United States Only)
 Grille: GBG, No Custom Grille, 3/4" Contour, Traditional (3W2H / 0W0H)
 Wrapping Information: No Exterior Trim, Pella Recommended Clearance, Perimeter Length = 217".

Rough Opening: 39 - 3/4" X 69 - 3/4"

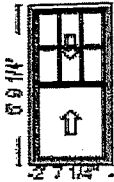
For more information regarding the finishing, maintenance, service and warranty of all Pella® products, visit the Pella® website at www.pella.com

Line #	Location	Attributes			
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15 2nd Floor West

Vinyl Windows / Doors By Pella, Double Hung, 31.25 X 69.25, White

Item Price	Qty	Ext'd Price
\$510.63	6	\$3,063.78



Viewed From Exterior

PK #
2005

1: 31.2569.25 Double Hung, Equal
Frame Size: 31 1/4 X 69 1/4
General Information: Standard, Vinyl, Block Frame With Mull Groove, 3 1/4", 3 1/4", Sill Adapter Included, No Head Expander
Exterior Color / Finish: White
Interior Color / Finish: White
Glass: Insulated Low-E Advanced Low-E Insulating Glass Argon Non High Altitude
Hardware Options: White, Standard Vent Stop, No Limited Opening Hardware
Screen: Full Screen
Performance Information: U-Factor 0.30, SHGC 0.25, VLT 0.47, CPD PEL-N-108-00116-00002, Performance Class LC, PG 35, Calculated Positive DP Rating 35, Calculated Negative DP Rating 35, Year Rated 08|11, Egress Meets Typical for ground floor 5.0 sqft (E1) (United States Only)
Grille: GBG, No Custom Grille, 3/4" Contour, Traditional (3W2H / 0W0H)
Wrapping Information: No Exterior Trim, Pella Recommended Clearance, Perimeter Length = 201".

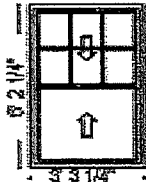
Rough Opening: 31 - 3/4" X 69 - 3/4"

Line #	Location	Attributes			
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20 Penthouse West

Vinyl Windows / Doors By Pella, Double Hung, 39.25 X 62.25, White

Item Price	Qty	Ext'd Price
\$514.63	6	\$3,087.78



Viewed From Exterior

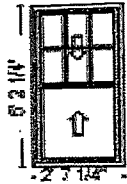
PK #
2005

1: 39.2562.25 Double Hung, Equal
Frame Size: 39 1/4 X 62 1/4
General Information: Standard, Vinyl, Block Frame With Mull Groove, 3 1/4", 3 1/4", Sill Adapter Included, No Head Expander
Exterior Color / Finish: White
Interior Color / Finish: White
Glass: Insulated Low-E Advanced Low-E Insulating Glass Argon Non High Altitude
Hardware Options: White, Standard Vent Stop, No Limited Opening Hardware
Screen: Full Screen
Performance Information: U-Factor 0.30, SHGC 0.25, VLT 0.47, CPD PEL-N-108-00116-00002, Performance Class LC, PG 25, Calculated Positive DP Rating 25, Calculated Negative DP Rating 25, Year Rated 08|11, Egress Meets Typical 5.7 sqft (E) (United States Only)
Grille: GBG, No Custom Grille, 3/4" Contour, Traditional (3W2H / 0W0H)
Wrapping Information: No Exterior Trim, Pella Recommended Clearance, Perimeter Length = 203".

Rough Opening: 39 - 3/4" X 62 - 3/4"

Line #	Location	Attributes		
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25	Penthouse West	Vinyl Windows / Doors By Pella, Double Hung, 31.25 X 62.25, White	<u>Item Price</u>	<u>Qty</u>
			\$472.94	2
				<u>Ext'd Price</u>
				\$945.88



Viewed From Exterior

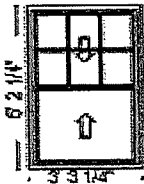
PK #
2005

1: 31.2562.25 Double Hung, Equal
Frame Size: 31 1/4 X 62 1/4
General Information: Standard, Vinyl, Block Frame With Mull Groove, 3 1/4", 3 1/4", Sill Adapter Included, No Head Expander
Exterior Color / Finish: White
Interior Color / Finish: White
Glass: Insulated Low-E Advanced Low-E Insulating Glass Argon Non High Altitude
Hardware Options: White, Standard Vent Stop, No Limited Opening Hardware
Screen: Full Screen
Performance Information: U-Factor 0.30, SHGC 0.25, VLT 0.47, CPD PEL-N-108-00116-00002, Performance Class LC, PG 35, Calculated Positive DP Rating 35, Calculated Negative DP Rating 35, Year Rated 08|11, Egress Does not meet typical United States egress, but may comply with local code requirements
Grille: GBG, No Custom Grille, 3/4" Contour, Traditional (3W2H / 0W0H)
Wrapping Information: No Exterior Trim, Pella Recommended Clearance, Perimeter Length = 187".

Rough Opening: 31 - 3/4" X 62 - 3/4"

Line #	Location	Attributes		
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30	Penthouse East	Vinyl Windows / Doors By Pella, Double Hung, 39.25 X 62.25, White	<u>Item Price</u>	<u>Qty</u>
			\$514.63	5
				<u>Ext'd Price</u>
				\$2,573.15



Viewed From Exterior

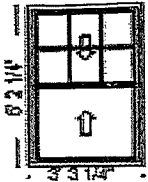
PK #
2005

1: 39.2562.25 Double Hung, Equal
Frame Size: 39 1/4 X 62 1/4
General Information: Standard, Vinyl, Block Frame With Mull Groove, 3 1/4", 3 1/4", Sill Adapter Included, No Head Expander
Exterior Color / Finish: White
Interior Color / Finish: White
Glass: Insulated Low-E Advanced Low-E Insulating Glass Argon Non High Altitude
Hardware Options: White, Standard Vent Stop, No Limited Opening Hardware
Screen: Full Screen
Performance Information: U-Factor 0.30, SHGC 0.25, VLT 0.47, CPD PEL-N-108-00116-00002, Performance Class LC, PG 25, Calculated Positive DP Rating 25, Calculated Negative DP Rating 25, Year Rated 08|11, Egress Meets Typical 5.7 sqft (E) (United States Only)
Grille: GBG, No Custom Grille, 3/4" Contour, Traditional (3W2H / 0W0H)
Wrapping Information: No Exterior Trim, Pella Recommended Clearance, Perimeter Length = 203".

Rough Opening: 39 - 3/4" X 62 - 3/4"

Line# Location Attributes

Line#	Location	Attributes	Item Price	Qty	Ext'd Price
35	Penthouse South	Vinyl Windows / Doors By Pella, Double Hung, 39.25 X 62.25, White	\$514.63	3	\$1,543.89



Viewed From Exterior

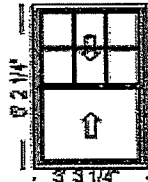
PK #
2005

1: 39.2562.25 Double Hung, Equal
 Frame Size: 39 1/4 X 62 1/4
 General Information: Standard, Vinyl, Block Frame With Mull Groove, 3 1/4", 3 1/4", Sill Adapter Included, No Head Expander
 Exterior Color / Finish: White
 Interior Color / Finish: White
 Glass: Insulated Low-E Advanced Low-E Insulating Glass Argon Non High Altitude
 Hardware Options: White, Standard Vent Stop, No Limited Opening Hardware
 Screen: Full Screen
 Performance Information: U-Factor 0.30, SHGC 0.25, VLT 0.47, CPD PEL-N-108-00116-00002, Performance Class LC, PG 25, Calculated Positive DP Rating 25, Calculated Negative DP Rating 25, Year Rated 08|11, Egress Meets Typical 5.7 sqft (E) (United States Only)
 Grille: GBG, No Custom Grille, 3/4" Contour, Traditional (3W2H / 0W0H)
 Wrapping Information: No Exterior Trim, Pella Recommended Clearance, Perimeter Length = 203".

Rough Opening: 39 - 3/4" X 62 - 3/4"

Line# Location Attributes

Line#	Location	Attributes	Item Price	Qty	Ext'd Price
40	Penthouse South	Vinyl Windows / Doors By Pella, Double Hung, 39.25 X 62.25, White	\$543.93	1	\$543.93



Viewed From Exterior

PK #
2005

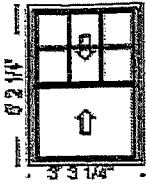
1: 39.2562.25 Double Hung, Equal
 Frame Size: 39 1/4 X 62 1/4
 General Information: Standard, Vinyl, Block Frame With Mull Groove, 3 1/4", 3 1/4", Sill Adapter Included, No Head Expander
 Exterior Color / Finish: White
 Interior Color / Finish: White
 Glass: Insulated Obscure Low-E Obscure Advanced Low-E Insulating Glass Air Filled Non High Altitude
 Hardware Options: White, Standard Vent Stop, No Limited Opening Hardware
 Screen: Full Screen
 Performance Information: U-Factor 0.33, SHGC 0.26, VLT 0.47, CPD PEL-N-108-00099-00002, Performance Class LC, PG 25, Calculated Positive DP Rating 25, Calculated Negative DP Rating 25, Year Rated 08|11, Egress Meets Typical 5.7 sqft (E) (United States Only)
 Grille: GBG, No Custom Grille, 3/4" Contour, Traditional (3W2H / 0W0H)
 Wrapping Information: No Exterior Trim, Pella Recommended Clearance, Perimeter Length = 203".

Obscure Glass Style: Pattern62(Standard)

Rough Opening: 39 - 3/4" X 62 - 3/4"

Line #	Location	Attributes			
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45	Penthouse North	Vinyl Windows / Doors By Pella, Double Hung, 39.25 X 62.25, White	<u>Item Price</u>	<u>Qty</u>	<u>Ext'd Price</u>
			\$514.63	3	\$1,543.89



Viewed From Exterior

PK #
2005

1: 39.2562.25 Double Hung, Equal
Frame Size: 39 1/4 X 62 1/4
General Information: Standard, Vinyl, Block Frame With Mull Groove, 3 1/4", 3 1/4", Sill Adapter Included, No Head Expander
Exterior Color / Finish: White
Interior Color / Finish: White
Glass: Insulated Low-E Advanced Low-E Insulating Glass Argon Non High Altitude
Hardware Options: White, Standard Vent Stop, No Limited Opening Hardware
Screen: Full Screen
Performance Information: U-Factor 0.30, SHGC 0.25, VLT 0.47, CPD PEL-N-108-00116-00002, Performance Class LC, PG 25, Calculated Positive DP Rating 25, Calculated Negative DP Rating 25, Year Rated 08|11, Egress Meets Typical 5.7 sqft (E) (United States Only)
Grille: GBG, No Custom Grille, 3/4" Contour, Traditional (3W2H / 0W0H)
Wrapping Information: No Exterior Trim, Pella Recommended Clearance, Perimeter Length = 203".

Rough Opening: 39 - 3/4" X 62 - 3/4"

Line #	Location	Attributes			
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50	None Assigned	NWPF UNDER140 - NW Pocket Fit Replacement up to 140 UI	<u>Item Price</u>	<u>Qty</u>	<u>Ext'd Price</u>
			\$545.00	38	\$20,710.00

Line #	Location	Attributes			
--------	----------	------------	--	--	--

55		Mechanical Lift	<u>Item Price</u>	<u>Qty</u>	<u>Ext'd Price</u>
			\$1,500.00	1	\$1,500.00

For more information regarding the finishing, maintenance, service and warranty of all Pella® products, visit the Pella® website at www.pella.com

Line #	Location	Attributes	Item Price	Qty	Ext'd Price
60	Promo	50% Off Installation	(\$10,355.00)	1	(\$10,355.00)

Line #	Location	Attributes	Item Price	Qty	Ext'd Price
65		Large Job Size discount	(\$3,166.00)	1	(\$3,166.00)

Line #	Location	Attributes	Item Price	Qty	Ext'd Price
70		Day of Appointment discount	(\$1,425.00)	1	(\$1,425.00)

Thank You For Purchasing Pella® Products

PELLA WARRANTY:

Pella products are covered by Pella's limited warranties in effect at the time of sale. All applicable product warranties are incorporated into and become a part of this contract. Please see the warranties for complete details, taking special note of the two important notice sections regarding installation of Pella products and proper management of moisture within the wall system. Neither Pella Corporation nor the Seller will be bound by any other warranty unless specifically set out in this contract. However, Pella Corporation will not be liable for branch warranties which create obligations in addition to or obligations which are inconsistent with Pella written warranties.

Clear opening (egress) information does not take into consideration the addition of a Rolscreen [or any other accessory] to the product. You should consult your local building code to ensure your Pella products meet local egress requirements.

Per the manufacturer's limited warranty, unfinished mahogany exterior windows and doors must be finished upon receipt prior to installing and refinished annually, thereafter. Variations in wood grain, color, texture or natural characteristics are not covered under the limited warranty.

INSYNCTIVE PRODUCTS: In addition, Pella Insynctive Products are covered by the Pella Insynctive Products Software License Agreement and Pella Insynctive Products Privacy Policy in effect at the time of sale, which can be found at Insynctive.pella.com. By installing or using Your Insynctive Products you are acknowledging the Insynctive Software Agreement and Privacy Policy are part of the terms of sale.

~~ARBITRATION AND CLASS ACTION WAIVER ("ARBITRATION AGREEMENT")~~

~~YOU and Pella and its subsidiaries and the Pella Branded Distributor AGREE TO ARBITRATE DISPUTES ARISING OUT OF OR RELATING TO YOUR PELLA PRODUCTS (INCLUDES PELLA GOODS AND PELLA SERVICES) AND WAIVE THE RIGHT TO HAVE A COURT OR JURY DECIDE DISPUTES. YOU WAIVE ALL RIGHTS TO PROCEED AS A MEMBER OR REPRESENTATIVE OF A CLASS ACTION, INCLUDING CLASS ARBITRATION, REGARDING DISPUTES ARISING OUT OF OR RELATING TO YOUR PELLA PRODUCTS. You may opt out of this Arbitration Agreement by providing notice to Pella no later than ninety (90) calendar days from the date You purchased or otherwise took ownership of Your Pella Goods. To opt out, You must send notice by e-mail to pellawebsupport@pella.com, with the subject line: "Arbitration Opt Out" or by calling (877) 473-5527. Opting out of the Arbitration Agreement will not affect the coverage provided by any applicable limited warranty pertaining to Your Pella Products. For complete information, including the full terms and conditions of this Arbitration Agreement, which are incorporated herein by reference, please visit www.pella.com/arbitration or e-mail to pellawebsupport@pella.com, with the subject line: "Arbitration Details" or call (877) 473-5527. D'ARBITRAGE ET RENONCIATION AU RECOURS COLLECTIF ("convention d'arbitrage") EN FRANÇAIS SEE PELLA.COM/ARBITRATION. DE ARBITRAJE Y RENUNCIA COLECTIVA ("acuerdo de arbitraje") EN ESPAÑOL VER PELLA.COM/ARBITRATION.~~

Strike entire FH

Product Performance Information:

U-Factor, Solar Heat Gain Coefficient (SHGC), and Visible Light Transmittance (VLT) are certified by the National Fenestration Rating Council (NFRC). Manufacturer stipulates that these ratings conform to applicable NFRC procedures for determining whole product performance. NFRC ratings are determined for a fixed set of environmental conditions and a specific product size. NFRC does not recommend any products and does not warrant the suitability of any product for any specific use.

Design Pressure (DP), Performance Class, and Performance Grade (PG) are certified by a third party organization, in many cases the Window and Door Manufacturers Association (WDMA). The certification requires the performance of at least one product of the product line to be tested in accordance with the applicable performance standards and verified by an independent party. The certification indicates that the product(s) of the product line passed the applicable tests. The certification does not apply to mullied and/or product combinations unless noted. Actual product results will vary and change over the products life.

For more performance information along with information on Florida Product Approval System (FPAS) Number and Texas Dept. of Insurance (TDI) number go to www.pella.com/performance.

For more information regarding the finishing, maintenance, service and warranty of all Pella® products, visit the Pella® website at www.pella.com

The following are the Terms and Conditions of the sale of Pella® products between DEPE, LLC dba Pella Windows and Doors, (hereinafter referred to as "Seller") and the undersigned hereinafter referred to as "Buyer". All quotes are valid for 30 days.

1. **TERMINATION OR CANCELLATION** This contract may be cancelled or terminated by DEPE, LLC (hereinafter referred to as "Seller" throughout the remainder of the terms) by written notification delivered to the Buyer within twenty-one (21) days from the signature date of the contract. The Buyer acknowledges that the products, which are the subject of this contract, are to be custom manufactured to the Buyer's specifications, are not necessarily subject to resale or restocking, and therefore the contract is not subject to cancellation by the Buyer after the product order has been placed by Seller. Any products that are cancelled or changed by Buyer, after the order has been placed, are subject to a charge of one hundred percent (100%) of the selling price which will be applied to the Buyer's order. Changes include, but are not limited to, product selection, clad color, hardware selection, hinge positioning, grid pattern, trim selection, glass type and prefinish selection (i.e. paint or stain). If this is a home solicitation sale it is governed by ORC Chapter 1345 and KRS Chapter 367 and orders will be placed after the statutory period of cancellation has expired.

2. **BUYER'S CHOICE OF PRODUCT** The Buyer affirms that the Buyer has had an ample opportunity to examine the models or samples of goods to the extent that Buyer desires to do so, and Buyer affirms that the choice to purchase the specific type or model of goods described in this contract was made by Buyer. Buyer acknowledges that color samples depict finish colors as accurately as possible. Light, age, sheen, wood species, and coating can produce changes to the desired color, and as a result, variation between existing color samples, or existing colors and actual finishes can occur.

3. **CREDIT APPROVAL** In the absence of a cash order, no products will be ordered until verification of credit financing has been received by Seller's credit department. Credit approval may take up to five business days.

4. **PAYMENT** All payments made to Seller pursuant to this contract should be made to DEPE, LLC dba Pella Windows and Doors, 785 Lindbergh Court, Suite 190, Hebron, KY 41048, or at one of Seller's Showroom locations. Effective January 2, 2017, a 2% Convenience Fee will be imposed on all VISA, MasterCard & Discover Credit Card transactions.

5. **PERFORMANCE** All shipping dates are estimated as closely as possible, and Seller shall use its best efforts in every case to ship within the time frame promised, but there is no guarantee to do so. Seller shall not be liable for any direct, indirect, or consequential damage, or loss, caused by any delay in shipment.

6. **DELIVERY** Seller will not be responsible for delays, caused directly or indirectly, by labor disputes, weather, fire, war, governmental interference, natural disaster, transportation delays, shortage or unavailability of materials or products, acts of God, or other causes beyond the control of Seller.

7. **TITLE/OWNERSHIP** All title and ownership of the product passes to the Buyer upon delivery by Seller to the Buyer's preselected destination. After delivery, Buyer is solely responsible for any product damage or theft that is incurred.

8. **ACCEPTANCE OF PRODUCTS UPON DELIVERY** The Buyer agrees to be present to carefully inspect the condition of, and to verify the accuracy of, all products delivered. The Buyer is responsible for checking the quality of the products and specifications of the products received. If the Buyer is unable to be present, the Buyer must designate, in writing, to Seller, the name of a representative that is authorized to accept the products on behalf of the Buyer. Such designation must be made in writing to Seller prior to delivery. Seller shall not be responsible or liable for any loss or damage incurred by Buyer's failure to adhere to this policy.

9. **INSPECTION AND ACCEPTANCE OF WORKMANSHIP** The Buyer agrees to be present to carefully inspect the condition of, and verify the accuracy of, all workmanship performed by Seller. If the Buyer is unable to be present, the Buyer must designate, in writing, to Seller, the name of a representative that is authorized to inspect and accept the workmanship on behalf of Buyer. Such designation must be made in writing to Seller prior to the completion of the installation. Buyer or Buyer's designated representative is responsible for checking the quality of workmanship and Seller shall not be liable for any claims related to any damages resulting from workmanship or installation by Seller, unless the Buyer provides written notice of such damage within seven (7) days after the installation has been completed. Installation shall be considered complete once all of the products have been installed pursuant to the specifications of the contract. In the rare instance that a damaged or non-functional product is installed by Seller, the Pella® warranty covers the replacement and installation of the damaged product and does not extend the installation period. Seller shall not be liable or responsible for any loss or damage incurred by Buyer, as a result of Buyer's failure to adhere to this policy.

10. **STORAGE** ~~Seller reserves the right to charge Buyer storage fees for products stored in Seller's warehouse space beyond scheduled delivery for more than 45 days.~~

11. **WARRANTY** Pella® products are covered by Pella's limited warranties in effect at the time of the sale. All applicable product warranties are incorporated into and become a part of this contract. Neither Pella Corporation nor D.E.P.E., LLC dba Pella Windows and Doors will be bound by any other warranty.

12. **DISCLAIMER OF WARRANTY** Seller warrants that the goods are as described in this agreement. No other warranty is given and no affirmation of fact or promise made by Seller, or its agents, shall constitute or apply as a warranty. Seller makes no warranty of merchantability in respect to the goods sold pursuant to this agreement. Seller makes no warranty that the goods sold pursuant to this agreement are fit for any particular purpose.

13. **LIMITATION OF REMEDIES** In the event that Seller elects to replace any product, or part thereof, referred to in this contract, whether as a result of a breach of warranty or otherwise, the replacement product or part may be a comparable or suitable substitute, if a like unit is not readily and reasonably available. The warranty period on the replacement product or part will be the balance of the warranty on the original product purchased. Seller will not be liable to the Buyer for any incidental, consequential, or special damages, including without limitation lost revenues and profits or attorney's fees. In no event shall the responsibility of Seller exceed the contract price.

14. **LIMITATIONS OF ACTIONS** Any and all legal proceedings commenced by the Buyer with regard to this contract, if not otherwise subject to a limitation of remedy or claim pursuant to the terms and conditions of this contract, must be commenced within one year of the date of delivery, or in the case of a warranty claim, within one year of the date on which the basis for the claim was, or

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reasonably should have been discovered. The failure to commence legal proceedings within the time set forth in this paragraph shall constitute a waiver by the Buyer of any and all claims Buyer may have with regard to this contract.

15. **MERGER AND ENTIRE AGREEMENT** This contract constitutes the sole and complete agreement between Buyer and DEPE, LLC and no statement, representation, or agreement, written or verbal, not appearing on this contract order, shall be enforceable, except for order verification measurements and change orders prepared on a form furnished by Seller and signed by Seller and the Buyer or their authorized representative.

RS 16. **NOTICE OF COMMENCEMENT** Pursuant to Ohio Revised Code Section 4241.04(f), this contract constitutes an immediate and continuing request to the contractor that Seller must be provided with a copy of the Notice of Commencement on this project from the general contractor, and execution of this agreement constitutes acknowledgment by the general contractor of this request.

17. **NOTICES** This contract, if executed by the owner of the real estate being improved by the delivered product or performed labor, is considered notice of Seller's right to file a Mechanic's Lien, under the Ohio Revised Code, and the Kentucky Revised Statutes, and the Indiana Revised Code within the statutory time periods allowed by law, after provision of labor and/or materials.

18. **GOVERNING LAW** Any disputes arising from the terms or conditions of this contract shall be governed by the laws of the State of Ohio.

19. **PURCHASE PRICE AND TERMS FOR NON ACCOUNT CUSTOMERS**

Orders that total \$5,000 or less must be paid IN FULL at the time the order is placed. For orders that exceed \$5,000, fifty percent (50%) deposit is due at the signing of the contract (non-refundable after order placement) with the balance immediately due before delivery of the product or upon substantial completion of the work, if installation is part of this contract. The balance due of any contract for product only must be paid in advance before delivery may be scheduled. Seller personnel will notify Buyer of receipt of product into the Seller's warehouse and make arrangements for final payment and scheduled delivery. ~~Product remaining in the Seller's warehouse more than 15 days after notification will be subject to a storage charge assessed by Seller.~~

Payment Type:

Check No. _____

Effective January 2, 2017, a 2% Convenience Fee will be imposed on all VISA, MasterCard & Discover Credit Card transactions.

Credit Card No. _____ (VISA / MASTERCARD / DISCOVER)

Expiration date ____ (mth) / ____ (yr)

Name as it appears on card: _____

Billing ZIP CODE of Credit Card: _____

- Substantial completion of work has occurred when the delivered products have been installed per the contract. Items such as missing or broken parts, and service adjustments, will not prevent a job from "substantial completion of work". Once installation has been substantially completed, payment in full of the outstanding balance is due under the terms of this agreement. All replacement parts, punch list items, damaged products, warranty work or other remedial items will be performed by Seller within a reasonable time after Buyer's written notice to Seller. None of these items will extend the payment terms. Substantial completion of work will still be considered complete even if replacement parts, damaged product, punch list items, warranty work or other remedial items need to be performed by Seller.
- It is the responsibility of the Buyer or Buyer's designated agent, to be present during installation to accept the work and workmanship and to pay the balance due.

~~20. **PAYMENT BY CREDIT CARD** If the initial deposit is made by credit card, the remaining balance will automatically be charged to the Buyer's credit card upon delivery of product only upon substantial completion of the project as defined above. Effective January 2, 2017, a 2% Convenience Fee will be imposed on all VISA, MasterCard & Discover Credit Card transactions.~~

21. **PAYMENT TERMS FOR ACCOUNT CUSTOMERS IN GOOD STANDING** Unless otherwise agreed, terms are net 30 days from date of shipment, no discount, no retainage. There are no other understandings between the parties other than as set forth herein. All communications either verbal or written, made prior to the date of this proposal are hereby abrogated and withdrawn.

22. **LATE CHARGES AND COSTS OF COLLECTION** In the event that the contract is not paid when due, the Buyer shall pay a late fee on the sums due at the rate of 1.5% per month. Buyer agrees to pay Seller any and all costs incurred by Seller in collecting amounts from the Buyer, including late charges, which costs will include but are not necessarily limited to, collection agency fees, court costs and attorney's fees.

~~23. **SALES TAX** The exact sales tax will be calculated and charged at the time of your order is shipped. Sales tax reflected during the quoting process is an estimate and based on current state sales tax rates. State sales tax rates are subject to change at any time.~~

~~24. **DELIVERY** Products delivered by the Seller will be subject to a 1% Delivery / Freight / Handling charge.~~

For more information regarding the finishing, maintenance, service and warranty of all Pella® products, visit the Pella® website at www.pella.com

[Redacted text]

[Redacted text]

[Redacted text]

[Redacted text]

product at the Seller's warehouse facility.

The person executing this agreement has authority to bind the customer and is authorized by the customer to enter into the terms and conditions of this contract.

Project Checklist has been reviewed

David Young
Customer Name (Please print)

[Signature]
Customer Signature

6/15/18
Date

Credit Card Approval Signature

Jason Potter
Pella Sales Rep Name (Please print)

[Signature]
Pella Sales Rep Signature

5/11/18
Date

Order Totals	
Taxable Subtotal	\$6,367.98
Sales Tax @ 0%	\$0.00
Non-taxable Subtotal	\$20,710.00
Total	\$27,077.98
Deposit Received	- \$0.00
Amount Due	\$27,077.98

APPROVED AS TO FORM

[Signature]
Kathryn M. Horvath
Asst. Prosecuting Attorney

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 18-0893

Adopted Date June 05, 2018

APPROVE AND AUTHORIZE THE PRESIDENT AND/OR VICE-PRESIDENT OF THIS BOARD TO EXECUTE A CONTRACT FOR FY2018-2019 WITH CHILD FOCUS, INC FOR THE MULTI DIMENSIONAL FAMILY THERAPY (MDFT) PROGRAM ON BEHALF OF THE WARREN COUNTY JUVENILE COURT

BE IT RESOLVED, to approve and authorize the President and/or Vice-President of this Board to execute a Contract for FY2018-2019 with Child Focus, Inc for the Multi Dimensional Family Therapy Program, effective July 1, 2018 to June 30, 2019, on behalf of the Warren County Juvenile Court; and

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

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

Resolution adopted this 5th day of June 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a – Child Focus, Inc.
Juvenile (file)

AGREEMENT

This agreement is made between the Warren County Juvenile Court (hereinafter Juvenile Court) and Child Focus, Inc. (hereinafter CFI). The services provided by CFI will be explained in detail on the attached addendums.

Whereas, CFI is a private non-for-profit agency, represents that they possess the requisite skills, experience, training, licensing and knowledge to assist the Juvenile Court in providing services to youth; and

Whereas, the Ohio Revised Code, Section 2151.151 authorizes a Juvenile Court Judge to contract with any individual or agency for the provision of supervisory or other services to children placed on probation who are under the custody and supervision of the Juvenile Court.

Now Therefore, in consideration of the mutual promises contained herein, the parties agree as follows:

- 1) CFI shall provide appropriately trained staff, and any staff assigned to the project shall be approved by the Director of Juvenile Court
- 2) CFI agrees to provide Juvenile Court with Written notification stating the reasons why a youth was rejected from any of the services provided by CFI.
- 3) CFI shall assure that any employee who performs a service for the Juvenile Court subject to this agreement shall have the required expertise and licensing as required by the State of Ohio. Furthermore, CFI shall inform the Juvenile Court upon the cancellation of any licenses or change of the status of any individuals or of the agency in the event that any licenses are suspended or revoked.
- 4) CFI shall at all times maintain professional liability insurance (Attachment A) to cover the provision of services by CFI staff rendered under this Agreement. CFI agrees to indemnify and save harmless the Warren County Juvenile Court, and their employees from any and all liability, loss, damage, and expenses incurred arising through the provision of services by CFI staff under this agreement.
- 5) CFI shall not subcontract the administration of the services to any individual or agency.
- 6) The Juvenile Court shall approve or disapprove of any personnel hired or contracted with who will be providing services subject to this agreement.
- 7) CFI shall not discriminate against any individual because of race, color, sex, religion, national origin or handicap. CFI agrees that it will comply with and adhere to the tenants of the Americans with Disabilities Act (ADA) to the extent that they apply to the services provided by CFI.

- 8) This agreement or part of may be terminated by either party at any time with or without reason upon the giving of thirty (30 days) written notice served upon the other party in person or by ordinary mail.
- 9) This agreement shall inure to the benefit of the parties and the respective successors and assigns.
- 10) This agreement shall constitute the entire understanding of the parties and can only be amended by a written instrument signed by an authorized representative by all parties.
- 11) This agreement shall begin on July 1, 2018 and shall remain in full force and effect for a period not to exceed one year. This agreement must be approved by the Court Administrator of Juvenile Court and the Chief Executive Officer of CFI. This agreement may be extended beyond one year provided both parties agree and indicate so by written amendment subsequently attached to this agreement. After the expiration of the amendment, a new agreement must be processed.
- 12) This agreement will outline through the attached addendum's specific details that apply to this agreement. The following is a brief description of the services provided for each addendum.

Addendum #1 Multi-Dimensional Family Therapy referred to as MDFT

In Witness Whereof, the parties execute this agreement on the dates as indicated next to their signatures.

W. Brigano
Warren County Juvenile Court By:

5-9-18
Date

Child Focus, Inc. By James L. Carter, CEO

Date

APPROVED AS TO FORM
Keith W. Anderson
Keith W. Anderson
Asst. Prosecuting Attorney

- 8) This agreement or part of may be terminated by either party at any time with or without reason upon the giving of thirty (30 days) written notice served upon the other party in person or by ordinary mail.
- 9) This agreement shall inure to the benefit of the parties and the respective successors and assigns.
- 10) This agreement shall constitute the entire understanding of the parties and can only be amended by a written instrument signed by an authorized representative by all parties.
- 11) This agreement shall begin on July 1, 2018 and shall remain in full force and effect for a period not to exceed one year. This agreement must be approved by the Court Administrator of Juvenile Court and the Chief Executive Officer of CFI. This agreement may be extended beyond one year provided both parties agree and indicate so by written amendment subsequently attached to this agreement. After the expiration of the amendment, a new agreement must be processed.
- 12) This agreement will outline through the attached addendum's specific details that apply to this agreement. The following is a brief description of the services provided for each addendum.

Addendum #1 Multi-Dimensional Family Therapy referred to as MDFT

In Witness Whereof, the parties execute this agreement on the dates as indicated next to their signatures.

Warren County Juvenile Court By: _____

_____ Date

 CEO

Child Focus, Inc. By James L. Carter, CEO

5/3/2018
Date

AGREEMENT

This agreement is made between the Warren County Juvenile Court (hereinafter Juvenile Court) and Child Focus, Inc. (hereinafter CFI). The services provided by CFI will be explained in detail on the attached addendums.

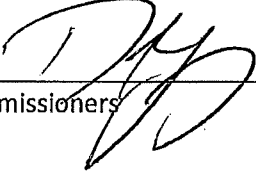
Whereas, CFI is a private non-for-profit agency, represents that they possess the requisite skills, experience, training, licensing and knowledge to assist the Juvenile Court in providing services to youth; and

Whereas, the Ohio Revised Code, Section 2151.151 authorizes a Juvenile Court Judge to contract with any individual or agency for the provision of supervisory or other services to children placed on probation who are under the custody and supervision of the Juvenile Court.

Now Therefore, in consideration of the mutual promises contained herein, the parties agree as follows:

- 1) CFI shall provide appropriately trained staff, and any staff assigned to the project shall be approved by the Director of Juvenile Court
- 2) CFI agrees to provide Juvenile Court with Written notification stating the reasons why a youth was rejected from any of the services provided by CFI.
- 3) CFI shall assure that any employee who performs a service for the Juvenile Court subject to this agreement shall have the required expertise and licensing as required by the State of Ohio. Furthermore, CFI shall inform the Juvenile Court upon the cancellation of any licenses or change of the status of any individuals or of the agency in the event that any licenses are suspended or revoked.
- 4) CFI shall at all times maintain professional liability insurance (Attachment A) to cover the provision of services by CFI staff rendered under this Agreement. CFI agrees to indemnify and save harmless the Warren County Juvenile Court, and their employees from any and all liability, loss, damage, and expenses incurred arising through the provision of services by CFI staff under this agreement.
- 5) CFI shall not subcontract the administration of the services to any individual or agency.
- 6) The Juvenile Court shall approve or disapprove of any personnel hired or contracted with who will be providing services subject to this agreement.
- 7) CFI shall not discriminate against any individual because of race, color, sex, religion, national origin or handicap. CFI agrees that it will comply with and adhere to the tenants of the Americans with Disabilities Act (ADA) to the extent that they apply to the services provided by CFI.

Signed and acknowledged in the presence of:



Board of Warren County Commissioners

6/5/18 18-0893
Date / Resolution Number

Addendum #1
Multi Dimensional Family Therapy
Scope of Service

- 1.) CFI shall provide one full time Therapist and one part time case manager to be trained, and one part time supervisor to implement and coordinate all required MDFT services.
- 2.) CFI shall purchase and house all manuals, training materials, handbooks, electronic equipment and incentives that are required under the MDFT contract approved in grant.
- 3.) CFI agrees to provide MDFT services to Probation clients at highest risk of placement for three years based on signed contract and approved grant. Pre-MDFT training and certification caseloads will be established on MDFT guidelines. Post-MDFT training and certification, therapist will have a caseload of 6-8 clients at a time.
- 4.) CFI agrees to bill for eligible services to offset total cost of the program which is not covered by this grant. CFI will monitor referrals, billings and reimbursements. If actual reimbursement is much different than projected in proposal, CFI and Juvenile Court will meet to discuss the variance and why it is occurring.
- 5.) CFI will credit the amount of the monthly invoice by the reimbursement received from other parties.
- 6.) Juvenile Court will notify families prior to initiation of services that insurance and/or Medicaid will be billed. CFI will process all paperwork necessary for billing at first appointment.
- 7.) Juvenile Court will be responsible for the Quality Assurance requirements under the MDFT Program or RECLAIM guidelines. CFI will be available to participate in Quality Assurance aspects of the grant.
- 8.) Juvenile Court agrees to provide referrals for the MDFT program.
- 9.) Juvenile Court agrees to provide office space for therapist and case manager for MDFT services.
- 10) Juvenile Court shall pay CFI for the above stated services at the beginning of each month, regardless of the number of families participating.

Multi-Dimensional Family Therapy...\$12,667.00/month....\$152,004.00/year

**MDFT Program for Juvenile Court
Year Two**

Expenses	Annualized Cost
Salaries (1.5 FT Clinicians and .25 FTE Supervisor)	\$ 77,000
Support Staff 16 hours per week and program admin 4 hours	\$ 10,184
Fringe Benefits	\$ 26,155
Travel	\$ 7,100
Telephone (Includes telecommunication cost and MIFI)	\$ 4,410
Lease Expense for Therapist Office - provided by Juvenile Court	\$ -
Supplies	\$ 250
Postage	\$ 48
Printed Materials	\$ 75
Dues, Fees, Memberships	\$ 100
Recruitment/Advertising	\$ 500
Staff Training	\$ 12,000
Equipment	\$ -
Payroll, HR, Fiscal, Administration	\$ 13,782
Drug Testing Kits	\$ 400
Total Expenses	\$ 152,004
Estimated Medicaid Reimbursement to offset Program Cost	\$ 31,273
Estimated Net Cost to Juvenile Court	\$ 120,731

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

Resolution

Number 18-0894

Adopted Date June 05, 2018

AFFIRM "THEN AND NOW" REQUESTS PURSUANT TO OHIO REVISED CODE
5705.41(D) (1)

BE IT RESOLVED, to affirm the following "Then and Now" requests pursuant to Ohio Revised
Code 5705.41(D) (1), as attached hereto and made a part hereof:

Veterans \$1,153.25

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

Mr. Grossmann- absent

Mr. Young- yea

Mrs. Jones- yea


Resolution adopted this 5th day of June 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc:

Auditor 

Veterans (file)

OMB

THEN & NOW REQUEST

To: Matt Nolan, Warren County Auditor

Date: 5/31/18

From: WC Veterans

Please complete a Then & Now Certification for the attached purchase.

A purchase order was not completed for this procurement because: expense unknown prior
to receiving invoices.

FUND	SUB FUND	FUNCTION	OBJECT	AMOUNT
215		5200	910	\$ 1,153.25

VENDOR NAME Monnin Enterprises LLC

DESCRIPTION OF SERVICES Flowers

DATE OF OBLIGATION 5/22/18

THEN & NOW CERTIFICATION

CERTIFICATE OF FISCAL OFFICER IN LIEU OF PURCHASE ORDER

Pursuant to Sec. 5705.41 (D)(1) O.R.C.

The Warren County Auditor hereby certifies that even though there was not a Purchase Order executed prior to this obligation being incurred, there was at the time of the obligation, and there is now, sufficient appropriation for the purpose of such obligation and sufficient funds in the treasury to the credit of such fund free from any previous encumbrances to honor this payment.

UNENCUMBERED ACCOUNT BALANCE - THEN \$ 3,303.22 DATE 5/22/18

UNENCUMBERED ACCOUNT BALANCE - NOW \$ 3,303.22 DATE 5/31/18

FUND BALANCE NOW \$ 3,308.89

CERTIFIED BY: Matt Nolan H

MATT NOLAN, WARREN COUNTY AUDITOR

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

Resolution

Number 18-0895

Adopted Date June 05, 2018

ACKNOWLEDGE PAYMENT OF BILLS

BE IT RESOLVED, to acknowledge payment of bills as submitted on batches #05/31/2018 #001, #05/31/2018 #002, #05/31/2018 003, #05/31/2018 004, and #05/31/2018 005; said batches are attached hereto and made a part hereof.

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

Mr. Grossmann- absent

Mr. Young- yea

Mrs. Jones- yea


Resolution adopted this 5th day of June 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

kh

cc: Auditor 

Resolution

Number 18-0896

Adopted Date June 05, 2018

APPROVE BOND RELEASE FOR DEERFIELD SENIOR PARTNERS, LLC FOR COMPLETION OF IMPROVEMENTS IN TRADITIONS AT DEERFIELD SENIOR LIVING SITUATED IN DEERFIELD TOWNSHIP

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

EROSION CONTROL PERFORMANCE BOND RELEASE

Bond Number	:	N/A
Development	:	Traditions at Deerfield Senior Living
Developer	:	Deerfield Senior Partners, LLC
Township	:	Deerfield
Amount	:	\$50,746
Surety Company	:	Lake City Bank – LOC 6255974-80

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

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

Resolution adopted this 5th day of June 2018.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Developer
Surety Co.
Soil & Water (file)
Bond Agreement file
tbertsch@leobrowngroup.com

Resolution

Number 18-0897

Adopted Date June 05, 2018

APPROVE A STREET AND APPURTENANCES (including sidewalks) BOND REDUCTION FOR GRAND COMMUNITIES, LTD, A KENTUCKY LIMITED PARTNERSHIP FOR COMPLETION OF PERFORMANCE OF CONSTRUCTION OF IMPROVEMENTS AND ENTER INTO THE MAINTENANCE SECURITY FOR SHAKER RUN, SECTION FOUR, PHASE "C" SITUATED IN TURTLECREEK 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.

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	: 16-017 (P/S-M)
Development	: Shaker Run, Section Four, Phase "C"
Developer	: Grand Communities, Ltd, a Kentucky Limited Partnership
Township	: Turtlecreek
Reduction Amount	: \$33,578.04
Surety Company	: RLI Insurance Company (CMS 0293623)

BE IT FURTHER RESOLVED, the original amount of bond was \$88,149.75 and after the above reduction, the remaining bond amount is \$54,571.71.

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

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

Resolution adopted this 5th day of June 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Grand Communities, Ltd Attn: Dave Stroup 3940 Olympic Blvd, Ste 100 Erlanger, KY 41018
RLI Ins. Co. 525 W. Van Buren, Ste 350 Chicago, IL 60607
Engineer Bond Agreement file

Resolution

Number 18-0898

Adopted Date June 05, 2018

APPROVE A STREET AND APPURTENANCES (including sidewalks) BOND REDUCTION FOR GRAND COMMUNITIES, LTD, A KENTUCKY LIMITED PARTNERSHIP FOR COMPLETION OF PERFORMANCE OF CONSTRUCTION OF IMPROVEMENTS AND ENTER INTO THE MAINTENANCE SECURITY FOR SHAKER RUN, SECTION FIVE, PHASE "B" SITUATED IN TURTLECREEK 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.

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	: 16-018 (P/S-M)
Development	: Shaker Run, Section Five, Phase "B"
Developer	: Grand Communities, Ltd, a Kentucky Limited Partnership
Township	: Turtlecreek
Reduction Amount	: \$53,680.51
Surety Company	: RLI Insurance Company (CMS 0293622)


BE IT FURTHER RESOLVED: the original amount of bond was \$88,149.75 and after the above reduction, the remaining bond amount is \$34,469.24.

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

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

Resolution adopted this 5th day of June 2018.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Grand Communities, Ltd Attn: Dave Stroup 3940 Olympic Blvd, Ste 100 Erlanger, KY 41018
RLI Ins. Co. 525 W. Van Buren, Ste 350 Chicago, IL 60607
Engineer (file)
Bond Agreement file

Resolution

Number 18-0899

Adopted Date June 05, 2018

APPROVE A STREET AND APPURTENANCES (including sidewalks) BOND REDUCTION FOR ERBECK DEVELOPMENT COMPANY, LTD, FOR COMPLETION OF PERFORMANCE OF CONSTRUCTION OF IMPROVEMENTS AND ENTER INTO THE MAINTENANCE SECURITY FOR KENSINGTON, PHASE 1, BLOCK "A" SITUATED IN DEERFIELD 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.

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	: 18-007 (P/S-M)
Development	: Kensington, Phase 1, Block "A"
Developer	: Erbeck Development Company, LTD
Township	: Deerfield
Reduction Amount	: \$448,334.17
Surety Company	: RLI Insurance Company (CMS 0330475)

BE IT FURTHER RESOLVED: the original amount of bond was \$587,779.66 and after the above reduction, the remaining bond amount is \$139,445.49.

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

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

Resolution adopted this 5th day of June 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Erbeck Dev. Co., LTD Attn: Dave Stroup 3940 Olympic Blvd, Ste 100 Erlanger, KY 41018
RLI Ins. Co. 525 W. Van Buren, Ste 350 Chicago, IL 60607
Engineer (file)
Bond Agreement file

Resolution

Number 18-0900

Adopted Date May 29, 2018

AUTHORIZE PAYMENT OF BILLS


BE IT RESOLVED, to authorize payment of bills as submitted on Batches #06/05/2018 001, #06/05/2018 002, #06/05/2018 003, #06/05/2018 004, #06/05/2018 005, and #06/05/2018 006; said batches attached hereto and made a part hereof.

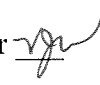
Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon call of the roll, the following vote resulted:

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

Resolution adopted this 29th day of May 2018.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor 

Resolution

Number 18-0901

Adopted Date June 05, 2018

WAIVE WATER TAP-IN FEES FOR THE WARREN COUNTY SPORTS COMPLEX

WHEREAS, the Warren County Port Authority, for the health, welfare, benefit, and enjoyment of Warren County residents, is financing the construction a \$15 million Sports Complex on 106-acres located off Greentree Road; and

WHEREAS, the Sport Complex is located on 106 acres donated by Otterbein Lifestyle Communities, LLC and adjunct to Otterbein's Union Village development; and,

WHEREAS, the Warren County Convention and Visitor's Bureau will operate and maintain the Sports Complex; and,

WHEREAS, and Warren County Sports Complex will include the construction of two restroom facilities that will receive water service from the Warren County Water and Sewer Department through the installation of two 1.5" water meters; and

WHEREAS, the Warren County Sport Complex will irrigate their facility using nonpotable water from the Warren County Park District;

WHEREAS, the Warren County Port Authority, in conjunction with the Convention and Visitor's Bureau have requested the waiver of water tap-in fees; and

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

NOW THEREFORE BE IT RESOLVED:

1. That the water tap-in fees and charges for the Warren County Sport Complex are hereby waived;
2. That the following fees shall be applicable to Deerfield Township:

Water Service Connection Fee	\$1,200.00 – 1.5" Meter for Restroom No. 1
	\$1,200.00 – 1.5" Meter for Restroom No. 2
Water Lateral Inspection Fee	\$80
3. That all work must be inspected by a representative of the Warren County Water and Sewer Department.
4. That this waiver applies only for domestic water usage and shall not apply to irrigate usage.
5. That the property owner shall comply with all backflow prevention requirements of Warren County.

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


Mr. Grossmann – absent

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 5th day of June 2018.

BOARD OF COUNTY COMMISSIONERS

A handwritten signature in black ink that reads "Tina Osborne". The signature is written in a cursive style and is positioned above a horizontal line.

Tina Osborne, Clerk

cc: Water/Sewer (file)

Resolution

Number 18-0902

Adopted Date June 5, 2018

SET PUBLIC HEARING TO CONSIDER MODIFICATIONS TO THE RULES AND REGULATIONS OF THE WATER AND SEWER DEPARTMENT RELATIVE TO TRANSITIONING OF THE COLLECTION OF BACKFLOW PREVENTION PROGRAM IMPLEMENTATION FEE FROM THE WARREN COUNTY HEALTH DEPARTMENT TO THE WARREN COUNTY WATER AND SEWER DEPARTMENT

WHEREAS, initially the Warren County Combined Health District administered the backflow prevention program mandated by the Ohio Environmental Protection Agency (OEPA) under OAC 3745-95 for the purpose of protecting the water supply system from contamination or pollution by isolating within the consumer's water system contaminants or pollutants which could backflow through the service connection into the public water system; and

WHEREAS, an annual \$25.00 fee for the administration of the program by the Warren County Combined Health District was charged to Warren County's retail/commercial customers, customers with fire protection systems, residential customers with an irrigation sprinkler system, and residential multi-family (4 family) customers; and

WHEREAS, at the request of the OEPA, the Warren County Water and Sewer Department has taken over the program from the Warren County Combined Health District; and

WHEREAS, the Water and Sewer Department has calculated that the annual \$25.00 fee is a reasonable amount necessary to cover the costs of administering the program; and

WHEREAS, it is necessary to establish the \$25.00 administration fee within the Rules and Regulations of the Warren County Water and Sewer Department; and

WHEREAS, this Board has considered the request and determined it is the desire of the Board to set the matter for a public hearing and publish notice.

NOW THEREFORE BE IT RESOLVED, to set a public hearing to consider modifications to the Rules and Regulations of the Water and Sewer Department relative to transferring the collection of the \$25.00 annual implementation fee from the Warren County Combined Health Department to the Warren County Water and Sewer Department with the fee being applicable to Warren County's customers that are required to be enrolled in the mandatory Backflow Prevention Program; said public hearing to held on July 10, 2018, at 9:45 a.m., in the Commissioners Meeting Room, 406 Justice Drive, Lebanon, OH 45036; and

BE IT FURTHER RESOLVED, to direct the Clerk to advertise the date, time, and purpose of said public hearing in Journal News Pulse of Lebanon and Mason at least ten (10) days prior to the public hearing.

RESOLUTION #18-0902
JUNE 5, 2018
PAGE 2

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

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

Resolution adopted this 5th day of July 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/to

cc: Water/Sewer (file) _____
Public Hearing file

Resolution

Number 18-0903

Adopted Date June 5, 2018

APPROVE AND AUTHORIZE SUBMISSION OF A GRANT APPLICATION FROM THE US DEPARTMENT OF JUSTICE OFFICE OF JUSTICE PROGRAMS BUREAU OF JUSTICE ASSISTANCE

WHEREAS, in conjunction with the Urban Institute, this Board desires to seek grant funding to supplement the cost of the research and development of best practice methods as it relates to first responders and the child crime victims associated with the opioid crisis; and

NOW THEREFORE BE IT RESOLVED, to approve and authorize a submission of a grant application from the US Department of Justice Office of Justice Programs Bureau of Justice Assistance; and

BE IT FURTHER RESOLVED, to authorize Martin Russell, Deputy County Administrator, to sign said grant application on behalf of this Board; copy of said grant application attached hereto and made a part hereof.

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

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

Resolution adopted this 5th day of June 2018.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

/tao

cc: Commissioners (file)
Martin Russell