

# Resolution

Number 19-0902

Adopted Date July 16, 2019

HIRE KILEY DANE AS ELIGIBILITY REFERRAL SPECIALIST II, WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, HUMAN SERVICES DIVISION

BE IT RESOLVED, to hire Kiley Dane as Eligibility Referral Specialist I within the Warren County Department of Job and Family Services, Human Services Division, classified, full-time permanent, non-exempt status (40 hours per week), Pay Range #5, \$16.25 per hour, under the Human Services Compensation Plan, effective August 19, 2019, subject to a negative drug screen, background check (BCI) and a 365-day probationary period; and

BE IT FURTHER RESOLVED, Ms. Dane will not be eligible for the typical three percent increase given at end of probation as her current wage reflects her prior experience.

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

Mr. Grossmann – absent

Mrs. Jones – yea

Mr. Young – yea

Resolution adopted this 16<sup>th</sup> day of July 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

H/R

cc: Human Services (file)  
Kiley Dane's Personnel file  
OMB – Sue Spencer

# Resolution

Number 19-0903

Adopted Date July 16, 2019

PROMOTE JENNIFER FRANCIS TO THE POSITION OF ELIGIBILITY REFERRAL SPECIALIST II WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, HUMAN SERVICES DIVISION

WHEREAS, it is the desire of the Board to promote Jennifer Francis from Unit Support Worker II to Eligibility Referral Specialist II; and

NOW THEREFORE BE IT RESOLVED, to promote Jennifer Francis to Eligibility Referral Specialist II within the Warren County Department of Job and Family Services, Human Services Division, classified, full-time permanent, exempt status, Pay Grade #6, \$15.37 per hour, effective pay period beginning pay period beginning July 20, 2019 subject to 180 probationary period.

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

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

Resolution adopted this 16th day of July 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Human Services (file)  
Jennifer Francis' Personnel File  
OMB – Sue Spencer

# Resolution

Number 19-0904

Adopted Date July 16, 2019

PROMOTE SHANNON OXLEY TO THE POSITION OF ELIGIBILITY REFERRAL SPECIALIST II WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, HUMAN SERVICES DIVISION

WHEREAS, it is the desire of the Board to promote Shannon Oxley from Unit Support Worker II to Eligibility Referral Specialist II; and

NOW THEREFORE BE IT RESOLVED, to promote Shannon Oxley to Eligibility Referral Specialist II within the Warren County Department of Job and Family Services, Human Services Division, classified, full-time permanent, exempt status, Pay Grade #6, \$15.37 per hour, effective pay period beginning July 20, 2019 subject to 180 probationary period.

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

Mr. Grossmann – absent

Mrs. Jones – yea

Mr. Young – yea

Resolution adopted this 16th day of July 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Human Services (file)  
Shannon Oxley's Personnel File  
OMB – Sue Spencer

# Resolution

Number 19-0905

Adopted Date July 16, 2019

APPROVE THE TRANSFER OF TIM HUNSAKER TO THE POSITION OF FRAUD INVESTIGATOR WITHIN THE WARREN COUNTY JOB AND FAMILY SERVICES, HUMAN SERVICES DIVISION, FROM ALTERNATIVE RESPONSE CASEWORKER II WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION

WHEREAS, Mr. Hunsaker interviewed for the Fraud Investigator position within Warren County Job and Family Services, Human Services Division; and

WHEREAS, the Director of the Humans Services Division has requested that Tim Hunsaker be transferred to the department, effective August 5, 2018; and

NOW THEREFORE BE IT RESOLVED, to approve the transfer of Tim Hunsaker from Alternative Response Caseworker II within Warren County Department of Job and Family Services, Children Services Division to Fraud Investigator within Warren County Job and Family Services, Human Services Division, Pay Range #7, \$17.50 per hour, effective August 5, 2019, subject to a 365 day probationary period; and

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

Mr. Grossmann – absent

Mrs. Jones – yea

Mr. Young – yea

Resolution adopted this 16th day of July 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

HR:

cc: Human Services (file)  
Children Services (file)  
T. Hunsaker's Personnel File  
OMB-Sue Spencer  
Tammy Whitaker

*BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO*

# Resolution

Number 19-0906

Adopted Date July 16, 2019

ACCEPT RESIGNATION OF SARA INZERELLO, UNIT SUPPORT WORKER II, WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, HUMAN SERVICES DIVISION, EFFECTIVE JULY 19, 2019

BE IT RESOLVED, to accept the resignation, of Sara Inzerello, Unit Support Worker II, within the Warren County Department of Job and Family Services, Human Services Division, effective July 19, 2019.

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

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

Resolution adopted this 16th day of July 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Human Services (file)  
S. Inzerello's Personnel File  
OMB – Sue Spencer  
Tammy Whitaker

*BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO*

# Resolution

Number 19-0907

Adopted Date July 16, 2019

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

WHEREAS, there are three openings for the "Unit Support Worker II" position within the department; and

NOW THEREFORE BE IT RESOLVED, to authorize the posting of the position of "Unit Support Worker II" in accordance with Warren County Personnel Policy Manual, Section 2.02(A); posting to occur for a period of at least seven (7) consecutive calendar days beginning July 17, 2018.

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

Mr. Grossmann – absent

Mrs. Jones – yea

Mr. Young – yea

Resolution adopted this 16<sup>th</sup> day of July 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Human Services (file)  
OMB – Sue Spencer

*BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO*

# Resolution

Number 19-0908

Adopted Date July 16, 2019

HIRE BRANDON STUHLEMMER AS PROTECTIVE SERVICES CASEWORKER I, WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION

BE IT RESOLVED, to hire Brandon Stuhlemmer as Protective Services 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, \$15.98 per hour, under the Warren County Job and Family Services compensation plan, effective July 29, 2019, subject a negative drug screen, background check and a 365 day probationary period.

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

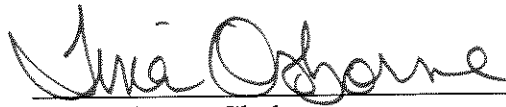
Mr. Grossmann – absent

Mrs. Jones – yea

Mr. Young – yea

Resolution adopted this 16<sup>th</sup> day of July 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

H/R

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

# Resolution

Number 19-0909

Adopted Date July 16, 2019

APPROVE AND AUTHORIZE THE TRANSFER AND A WAGE DECREASE FOR KEVIN HOGG, PROTECTIVE SERVICES SUPERVISOR, WITHIN WARREN COUNTY JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION

WHEREAS, Mr. Hogg has made a request to the director to be transferred voluntarily to the open Alternative Response Caseworker II position; and

WHEREAS, it is the recommendation of the Director that Mr. Hogg be transferred to the position of Alternative Response Caseworker II effective pay period beginning July 22, 2019; and

NOW THEREFORE BE IT RESOLVED, to transfer Kevin Hogg from Protective Services Supervisor to Alternative Response Caseworker II within Warren County Job and Family Services, Children Services Division, effective pay period beginning July 22, 2019; and

BE IT FURTHER RESOLVED, to approve a salary decrease for Kevin Hogg from Pay Range # A, to Pay Range #8, \$19.77 per hour, effective pay period beginning July 22, 2019.

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

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

Resolution adopted this 16th day of July 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Children Services (file)  
Kevin Hogg's Personnel file  
OMB-Sue Spencer



# Resolution

Number 19-0910

Adopted Date July 16, 2019

AUTHORIZE THE INTERNAL POSTING OF THE "PROTECTIVE SERVICES SUPERVISOR" POSITION, WITHIN THE DEPARTMENT OF JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION, IN ACCORDANCE WITH THE WARREN COUNTY PERSONNEL POLICY MANUAL, SECTION 2.02(a)

WHEREAS, there exists one opening for a "Protective Services Supervisor" position within the Department of Job and Family Services, Children Services Division; and

NOW THEREFORE BE IT RESOLVED, to authorize the posting of the position of "Protective Services Supervisor" 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 July 17, 2019.

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

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

Resolution adopted this 16th day of July 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

H/R

cc: Children Services (File)  
S. Spencer - OMB

# Resolution

Number 19-0911

Adopted Date July 16, 2019

APPROVE PROMOTION OF ARRON TATE TO THE POSITION OF WATER DISTRIBUTION WORKER III WITHIN THE WATER AND SEWER DEPARTMENT

WHEREAS, Mr. Tate has successfully completed his 150 hours of back hoe training and is eligible to be promoted to a Water Distribution Worker III classification; and

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

NOW THEREFORE BE IT RESOLVED, to approve the promotion of Arron Tate to the position of Water Distribution Worker III within the Water and Sewer Department, classified, full-time permanent, non-exempt status, Pay Range #17, \$20.83 per hour, effective pay period beginning July 6, 2019; and


BE IT FURTHER RESOLVED, Mr. Tate will receive the typical three (3) percent increase after meeting his year probation on March 3, 2020, effective pay period beginning March 14, 2020.

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

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

Resolution adopted this 16<sup>th</sup> day of July 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

*BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO*

# Resolution

Number 19-0912

Adopted Date July 16, 2019

AUTHORIZE THE POSTING OF THE "WATER DISTRIBUTION WORKER I OR II" POSITION, WITHIN THE WATER AND SEWER DEPARTMENT, IN ACCORDANCE WITH WARREN COUNTY PERSONNEL POLICY MANUAL, SECTION 2.02(a)

WHEREAS, there exists one opening for a "Water Distribution Worker I or II" position within the Water and Sewer Department; and


NOW THEREFORE BE IT RESOLVED, to authorize the posting of the position of "Water Distribution Worker I or II" in accordance with Warren County Personnel Policy Manual, Section 2.02(A); posting to occur for a period of at least seven (7) consecutive calendar days beginning July 17, 2018.

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

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

Resolution adopted this 16th day of July 2019.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

H/R

cc: Water/Sewer (File)  
S. Spencer - OMB

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

# Resolution

Number 19-0913

Adopted Date July 16, 2019

**APPROVE HIRING TEMPORARY EMPLOYEE FOR THE WATER AND SEWER DEPARTMENT**

WHEREAS, in order to accomplish the seasonal maintenance of the water and sewer facilities, there is a need within the Water and Sewer Department to hire temporary employees; and

NOW THEREFORE BE IT RESOLVED, to hire the following employee within the Water and Sewer Department, for approximately twelve weeks;

Bo Harner, as a temporary General Laborer, Job Class #2067, Position Control #10102183, Temporary Rate of \$10.00/hour, full-time, temporary, subject to a negative drug screen and a background (BCI) check

BE IT FURTHER RESOLVED, that a condition of said employment is that all persons hired under this resolution acknowledge that they will be in an "on-call" status from day-to-day, at the discretion of the departmental supervisor and will make themselves available upon call.

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

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

Resolution adopted this 16th day of July 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Water/Sewer (file)  
Personnel Files  
OMB – Sue Spencer

*BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO*

# Resolution

Number 19-0914

Adopted Date July 16, 2019

APPROVE EMERGENCY REPAIR TO #1 DIGESTER BLOWER MOTOR AT LLMWWTP

WHEREAS, the Sewer Department has discovered a failed motor on the #1 digester blower at the Lower Little Miami Treatment Plant; and

WHEREAS, the repair is critical and time sensitive in order to operate the digester system; and

NOW THEREFORE BE IT RESOLVED, to approve the emergency repair of the motor at the LLMWWTP by EMT for a cost of \$7,500.

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

Mr. Grossmann – absent

Mrs. Jones – yea

Mr. Young – yea

Resolution adopted this 16th day of July 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

jad

cc: Auditor   
Water/Sewer (file)

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

# Resolution

Number 19-0915

Adopted Date July 16, 2019

**APPROVE EMERGENCY PURCHASE ORDER TO REPAIR THE NORTH EMERGENCY GENERATOR**

WHEREAS, the Sewer Department has discovered the north emergency generator will not hold coolant and the associated hoses are needed; and

WHEREAS, the repairs are critical and time sensitive to maintain operations of the plant and the safety and health of the residents in the event of a power outage; and

NOW THEREFORE BE IT RESOLVED, to approve Purchase Order No. XXXXX with OHIO CAT in the amount \$8,230.02 for repairs.

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

Mr. Grossmann – absent

Mrs. Jones – yea

Mr. Young – yea

Resolution adopted this 16th day of July 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

jad

cc: Auditor   
Water/Sewer (file)

BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO

# Resolution

Number 19-0916

Adopted Date July 16, 2019

APPROVE COUNTY MOTOR VEHICLE TAX (CVT-371) FOR THE VILLAGE OF MORROW IN THE AMOUNT OF \$38,000.00

BE IT RESOLVED, to approve the following County Motor Vehicle Tax (CVT-371) for the Village of Morrow.

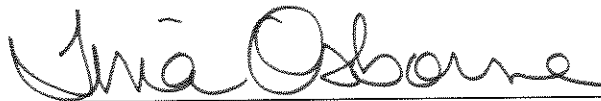
<u>Project No.</u>	<u>Description</u>	<u>CVT Funds</u>
CVT – 371	Repair Todd's Fork Drive within the Corporation limits of the Village of Morrow	\$38,000.00

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

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

Resolution adopted this 16th day of July 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc:

Appropriation Adj. file  
Engineer (file)

# Resolution

Number 19-0917

Adopted Date July 16, 2019

APPROVE NOTICE OF INTENT TO AWARD BID TO YORK ELECTRIC INC. FOR THE  
2019 IMPROVEMENTS TO WARREN COUNTY AIRPORT – JOHN LANE FIELD  
PRECISION APPROACH PATH INDICATIONS (PAPI) PROJECT

WHEREAS, bids were closed at 10:00 a.m., July 2, 2019, and the bids received were opened and read aloud for the 2019 Improvements to Warren County Airport – John Lane Field Precision Approach Path Indications (PAPI) Project and the results are on file in the Commissioners Office; and

WHEREAS, upon review of such bids by Stantec Consulting Services, in coordination with Warren County Airport Authority Board, York Electric Inc. has been determined to be the lowest and best bidder;

NOW THEREFORE BE IT RESOLVED, upon recommendation of Stantec Consulting Services, that it is the intent of this Board to award the bid to York Electric Inc., 530 E. Second Street, Dayton, Ohio, for a total bid price of \$81,600.00; and

BE IT FURTHER RESOLVED, the award is pending upon our receipt and approval of the remaining documents required from the contractor.

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

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

Resolution adopted this 16<sup>th</sup> day of July 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

KH\

cc: Airport (file)  
OMB Bid file



# Resolution

Number 19-0918

Adopted Date July 16, 2019

APPROVE NOTICE OF INTENT TO AWARD BID TO SEYFERTH BUILDING CO. FOR LOWER LITTLE MIAMI WWTP SEWER MAINTENANCE BUILDING PROJECT

WHEREAS, bids were closed at 11:00 a.m., on June 27, 2019, and the bids received were opened and read aloud for the Lower Little Miami WWTP Sewer Maintenance Building Project, and the results are on file in the Commissioners' Office; and

WHEREAS, upon review of such bids by Kathryn Gilbert, Water & Sewer Staff Engineer, Seyferth Building Co., has been determined to be the lowest and best bidder; and

NOW THEREFORE BE IT RESOLVED, upon recommendation of the Warren County Staff Engineer, that it is the intent of this Board to award the contract to Seyferth Building Co., 6399 Morgan Road, Cleves, Ohio for a total bid price of \$3,024,300.00; and

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

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

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

Resolution adopted this 16<sup>th</sup> day of July 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

KH\

cc: Water/Sewer (file)  
OMB Bid file

*BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO*

# Resolution

Number 19-0919

Adopted Date July 16, 2019

## TRANSFER VEHICLE TITLE TO THE WARREN COUNTY PARK BOARD

WHEREAS, the Warren County Board of Commissioners is in possession of a truck that is no longer needed by the Warren County Water & Sewer Department; and

WHEREAS, the Warren County Park Board has expressed interest in obtaining said vehicle; and

NOW THEREFORE BE IT RESOLVED, to transfer title of the following vehicle from the Warren County Commissioners to the Warren County Park Board as follows:

2009 GMC 1500 4WD

VIN #1GTEK19C69Z212106

BE IT FURTHER RESOLVED, that at such time the Park Board no longer needs the truck, said truck shall be returned to Warren County for disposal.

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

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

Resolution adopted this 16th day of July 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/tao

cc: Title Transfer file  
Park Board (file)  
Water & Sewer (file)  
Brenda Quillen – Auditor's Office  
T. Osborne

# Resolution

Number 19-0920

Adopted Date July 16, 2019

## ENTER INTO CONTRACT WITH AERO-MARK, INC. FOR THE 2019 STRIPING PROJECT

WHEREAS, pursuant to Resolution #19-0803, adopted June 27, 2019, this Board approved a Notice of Intent to Award Contract for the 2019 Striping Project to Aero-Mark, Inc., for a total contract price of \$155,673.10; and

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

NOW THEREFORE BE IT RESOLVED, to enter into contract with Aero-Mark, Inc., for said project, for a total contract price of \$155,673.10; as attached hereto and made a part hereof.

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

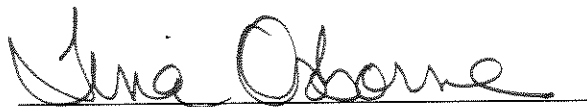
Mr. Grossmann – absent

Mrs. Jones – yea

Mr. Young – yea

Resolution adopted this 16<sup>th</sup> day of July 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

KH\

cc: c/a—Aero-Mark, Inc..  
Engineer (file)  
OMB Bid file

## CONTRACT

**THIS AGREEMENT**, made this 16<sup>th</sup> day of July, 2019, with the Warren County Board of Commissioners, 406 Justice Drive, Lebanon, Ohio hereinafter called "Owner" and **Aero-Mark, Inc.**, 10423 Danner Drive, Streetsboro, Ohio, doing businesses as (an individual, partner, a corporation) hereinafter called "Contractor."

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

### 2019 STRIPING PROJECT

hereinafter called the project, for the sum of **\$155,673.10, one hundred fifty five thousand, six hundred seventy three dollars and ten cents**, and all work in connection therewith, under the terms as stated in the Conditions of the Contract; and as his/her (its or their) own proper cost and expense furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, Conditions of the Contract, the Specifications and Contract Documents. "Contract Documents" means and includes the following:

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

The CONTRACTOR hereby agrees to commence work under this contract on or before a date to be specified in a Written "Notice to Proceed" of the OWNER, and to fully complete the project by August 23, 2019. The Contractor further agrees to pay, as liquidated damages, the sum of \$400.00 for each consecutive calendar day thereafter.

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

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

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

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

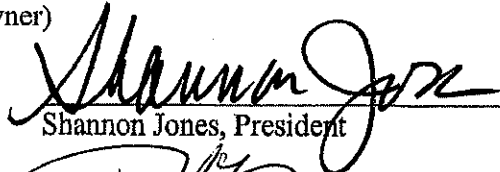
The OWNER agrees to pay the CONTRACTOR in the manner and at such times as set forth in the General Provisions such amounts as required by the Contract Documents.

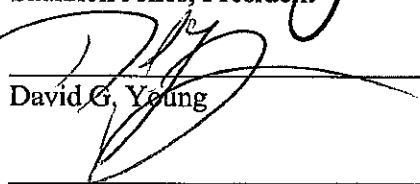
This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

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


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


WARREN COUNTY BOARD OF COMMISSIONERS  
(Owner)

  
Shannon Jones, President

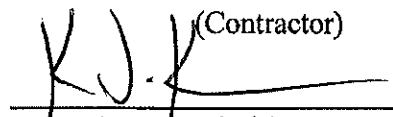
  
David G. Young

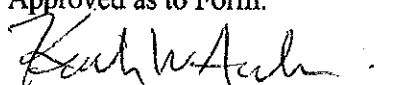
Tom Grossmann

ATTEST:  
  
Name

(Seal)  
ATTEST:  


THE AERO-MARK COMPANY LLC  
(Contractor)

By:   
Name and Title  
Kevin J. Krenn, vice president

Approved as to Form:  
  
Assistant Prosecutor

# Resolution

Number 19-0921

Adopted Date July 16, 2019

APPROVE AND AUTHORIZE THE PRESIDENT OF THIS BOARD TO ENTER INTO A CONTRACT WITH P.E.W. DEMOLITION RELATIVE TO THE DEMOLITION REQUEST FROM THE CITY OF FRANKLIN

WHEREAS, the City of Franklin is the owner of the property at 525 Riley Blvd, Franklin, Ohio, and has requested the demolition of same; and

WHEREAS, said property qualifies for the NSP Program Income Demolition Activity; and

WHEREAS, the Office of Grants Administration has requested bids for the demolition of 525 Riley Blvd, Franklin, Ohio, resulting in P.E.W. Demolition being the lowest and best bid; and

WHEREAS, the Warren County Rehab, Inc. Board of Trustees has recommended approval of said request of the City of Franklin and the award of the contract to P.E.W. Demolition;

NOW THEREFORE BE IT RESOLVED, to approve and authorize the President of this Board to enter into a contract with P.E.W. Demolition in the amount of \$21,800.00 to demolish the structures at 525 Riley Blvd., Franklin, Ohio, as attached hereto and made a part hereof.

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

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

Resolution adopted this 16<sup>th</sup> day of July 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/vsp

cc: OGA (file)  
c/a—PEW Demolition  
PEW Demolition

## CONTRACT

**THIS AGREEMENT**, made this 16th day of July, 2019, by and between the **Warren County Board of Commissioners**, 406 Justice Drive, Lebanon, Ohio 45036, hereinafter called "Owner" and **P E W Demolition**, doing business as a corporation, hereinafter called "Contractor".

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

**“Neighborhood Stabilization Program-Program Income  
Demolition of 525 Riley Blvd.  
Franklin, Ohio”**

hereinafter called the “Project”, for the sum of **Twenty One Thousand Eight Hundred Dollars (\$21,800.00)** and all work in connection therewith, under the terms as stated in the Conditions of the Contract; and at his (it's or their) own proper cost and expense furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, Conditions of the Contract, the specifications and Contract Documents. "Contract Documents" means and includes the following:

- A. Invitation to Bid
- B. Project Description and Demolition Specifications
- C. Technical Specifications for Demolition and Site Clearance
- D. Bid Sheet
- E. Bid for Unit Price Contract
- F. Affidavit of Non-Delinquency of Personal Property Taxes
- G. Non-collusion Affidavit
- H. Contract Forms
  - Contract
  - Performance Bond

The **CONTRACTOR** hereby agrees to commence work under this contract on or before a date to be specified in a Written "Notice to Proceed" by the **OWNER** and to fully complete the project within sixty (60) days from the date of the “Notice to Proceed”. The Contractor further agrees to pay, as liquidated damages, the sum of \$100.00 for each consecutive calendar day thereafter until such time as work is completed.

Upon completion of said project, the CONTRACTOR shall submit all required paperwork/reports as stated in bid specifications and contractor's affidavit to the OWNER. Upon approval by Warren County Office of Grants Administration, City of Franklin, and the Warren County Building Inspector, the OWNER shall make payment to the CONTRACTOR.

This Agreement may be terminated by either party upon written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement. The nonperforming party shall have fifteen (15) calendar days from the date of the termination notice to cure or to submit a plan for cure acceptable to the other party.

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

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

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

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

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

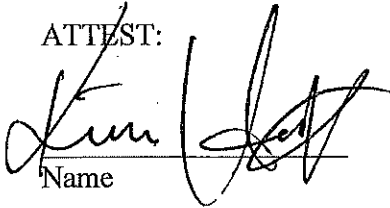
CONTRACTOR shall bind every subcontractor to, and every subcontractor must agree to be bound by the terms of this Agreement, as far as applicable to the subcontractor's work



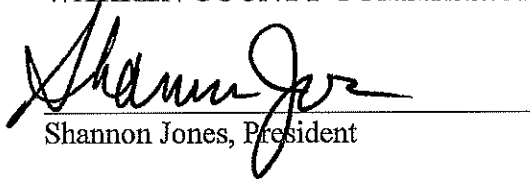
particularly pertaining to Equal Employment Opportunity (EEO) requirements. Nothing contained in this Agreement shall create any contractual relationship between any subcontractor and OWNER, nor create any obligations on the part of the OWNER to pay or see to the payment of any sums to any subcontractor.

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

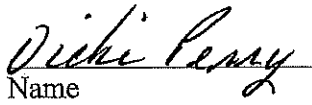
ATTEST:

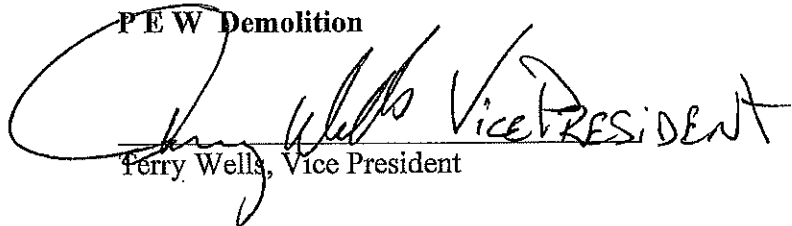
  
Name

**WARREN COUNTY COMMISSIONERS**

  
Shannon Jones, President

ATTEST:

  
Name

**PEW Demolition**  
  
Perry Wells, Vice President

**APPROVED AS TO FORM:**

  
ASST. PROSECUTOR  
**KEITH ANDERSON**

# Resolution

Number 19-0922

Adopted Date July 16, 2019

ENTER INTO BENEFITS CONSULTANT AGREEMENT STATEMENT OF WORK WITH TRUVERIS, INC.

WHEREAS, through Horan Associates, Warren County engages the services of Truveris, Inc. in order to insure that contract terms and pricing are being adhered to by the contracted Prescription Benefits Manager (PBM); and

WHEREAS, from time to time Horan Associates conducts a Request for Proposal (RFP) for pharmacy benefit services from PBM's on behalf of Warren County, and utilizes Truveris TruBid Services software platform system to analyze proposal submissions; and

NOW THEREFORE BE IT RESOLVED, to enter into Benefits Consultant Master Agreement Statement of Work with Horan Associates and Truveris, Inc. to analyze RFP submissions conducted on behalf of Warren County; Statement of Work attached hereto.

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

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

Resolution adopted this 16<sup>th</sup> day of July 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

HR/

cc: c/a—Truveris, Inc.  
Horan Associates  
Benefits File  
Tammy Whitaker, OMB

**BENEFITS CONSULTANT MASTER AGREEMENT  
STATEMENT OF WORK**

SOW # \_\_\_\_\_  
Truveris Product - TruBid  
Customer - Warren County Ohio  
Benefits Consultant - Horan Associates, Inc

This Statement Of Work ("SOW") is agreed to as of April 18, 2019 ("SOW Effective Date") between Truveris, Inc. ("Truveris"), with an address at 2 Park Avenue, Suite 1500, New York, NY 10016, and Warren County Ohio ("Customer") with an address at 406 Justice Drive, Lebanon, OH 45036 through and with its agent, Horan Associates, Inc ("Benefits Consultant"), with an address at 4990 East Galbraith Road, Cincinnati, OH 45236. This SOW incorporates the terms set forth in the standard Truveris terms and conditions which are incorporated by reference herein and provided upon request (the "Agreement"). All capitalized terms not defined herein shall have the same meaning ascribed in the Agreement.

WHEREAS, Customer desires to utilize the TruBid platform and related services (the "TruBid Services") to assist Customer's selection of a Prescription Benefits Manager ("PBM") through a request for proposal ("RFP") and to help manage Customer's prescription benefit plan; and

WHEREAS, Truveris desires to provide the TruBid Services to Customer in accordance with the terms and conditions of this Statement of Work.

NOW THEREFORE, in consideration of the foregoing, Truveris and Customer agree set forth as follows:

1. **Services.** Truveris will provide the TruBid Services on behalf of Customer, as described in Attachment A, attached hereto and incorporated by reference herein. The TruBid Services shall include without limitation the following:

- RFP Services
- Ongoing Support Services
- The development of new data analytics, yearly/quarterly reports, research, statistical analysis and identifying trends and insights
- Additional Options (optional at Customer's election for additional fees)
- Customer agrees that the TruBid Services provided under this SOW shall be exclusive to Truveris to run Customer's RFP and provide Ongoing Support Services throughout the Term. If Customer elects to contract with any PBM outside of the TruBid® Services provided hereunder (including without limitation, Customer's incumbent PBM), Customer shall pay and remain liable to Truveris for the minimum fees set forth below in Section 3 of this SOW.

2. **Pricing.** Customer agrees that the following fees will be paid to Truveris (collectively, the "Fee(s)"):

- o A one-time Fee\* of \$25,000.00 ("RFP Fee"), invoiced upon award to the winning PBM;
- o A monthly Fee\* of \$2,083.33 ("Support Fee"), invoiced monthly for Ongoing Support Services from the first day Customer's PBM begins providing PBM services and throughout the Term; and
- o Fees for Additional Options elected by Customer, as set forth in Attachment A ("Additional Fee(s)").

\*Pricing based on total number of member lives provided by Customer in good faith ("Estimated Member Count"). If Customer's actual Member count reflected in the claims data received by Truveris is more than ten percent (10%) than the Estimated Member Count, Truveris reserves the right and Customer agrees to update the pricing set forth herein with Truveris' standard pricing for the actual Member count.

3. **Term/Termination.** The term of this SOW shall begin on the SOW Effective Date and remain in effect for three (3) years after the first day the PBM begins providing PBM services to Customer (the "Initial Term"). Thereafter, this SOW will auto renew for one (1) year terms (each, a "Renewal Term") and continue unless Customer notifies Truveris of non-renewal at least ninety (90) days prior to the end of the Initial Term or Renewal Term, as applicable, or terminated as set forth below (the Initial Term together with any Renewal Term(s), the "SOW Term").

This SOW may be terminated by either Party in the event of a material breach of this SOW by the other Party (the "Defaulting Party") of any of its material obligations and failure by the Defaulting Party to remedy such breach within thirty (30) days after written notice of such breach is provided to the Defaulting Party.

For the avoidance of doubt and clarity, if Customer terminates this SOW at any time during the SOW Term, other than for Truveris' material breach, Customer shall remain liable to pay to Truveris a minimum of the RFP Fee, Monthly Fees for the Initial Term and any Additional Fees incurred through the effective date of termination.

4. **Payment Terms.** The Fees under this SOW may be paid to Truveris directly by Customer or by the PBM selected by Customer on behalf of Customer upon written request by Customer to Truveris and written agreement by the PBM. All Fees are payable within thirty (30) days of receipt of an invoice from Truveris.

All parties will assume its own costs and fees in relation to any collection costs.

5. **Agent of Record.** Customer agrees that Benefits Consultant is appointed as an agent authorized to act and respond on Customer's behalf to Truveris on matters related to the TruBid Services. Customer will provide at least thirty (30) days prior written notice to Truveris if at any time Customer changes or terminates the appointment of Benefits Consultant. –

6. **Confidentiality.** In addition to any other confidential obligations, the parties acknowledge that Customer is governed by the Ohio Public Records Laws. Notwithstanding any statement in this Agreement to the contrary, the Customer's handling of any confidentiality obligations are subject to the limitations of this paragraph. Records (as defined by Ohio Revised Code §§ 149.011 and 149.43) related to this Agreement may be subject to disclosure under the Ohio Public Records Laws. The Customer shall have no duty to defend the rights of Truveris or any of its agents or affiliates in any records requested to be disclosed. Upon receipt of a public records request, the Customer will notify Truveris of its intent to release records to the requestor. Truveris shall have a maximum of five (5) business days beginning with the date it receives notification to respond to the Customer by either accommodating the requestor or pursuing legal remedies to stop the Customer's release of requested information. Said notification shall relieve the Customer of any further obligation under any claim of Truveris or any of its agents or affiliates in any jurisdiction in connection with the disclosure of such records. Truveris and its agents and affiliates shall have the right to pursue legal and/or equitable remedies to stop or limit disclosure at their sole expense.

7. **Liability.** Each party to this Agreement agrees to be liable for the negligent acts or negligent omissions, intentional or wrongful acts or omissions, by or through itself, its employees and agents. Each party further agrees to defend itself and themselves and pay any judgments and costs arising out of such negligent, intentional or wrongful acts or omissions, and nothing in this Agreement shall impute or transfer any such liability from one to the other.


8. **Governing Law.** This Agreement and any and all disputes arising directly or indirectly from this Agreement shall be governed by the laws of the State of Ohio, without regard to its conflict of law provisions. The United Nations Convention for the International Sale of Goods shall not apply to this Agreement.

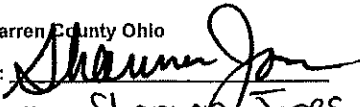
9. **Exclusive Venue/Forum.** The parties hereby irrevocably submit to the exclusive jurisdiction and venue of the state and federal courts located in Warren County, Ohio for all suits, actions, and/or proceedings directly or indirectly arising out of or relating to this Agreement, and waive any and all objections to such courts, including but not limited to objections based on improper venue or inconvenient forum

By signing below, each Party agrees that this SOW shall be attached and incorporated into the Agreement and affirms acceptance of the terms set forth in the Agreement, as applicable, and this SOW. Unless otherwise modified by the terms and conditions of this SOW, the terms and conditions of the Agreement will remain in full force and effect to govern the arrangement among the parties.

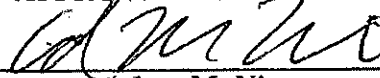
This offer, including all terms and pricing set forth hereunder, shall expire at 5:00pm on June 15, 2019, unless fully executed or otherwise agreed to in writing by the parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first set forth above.

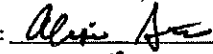
Truveris, Inc.  
By:   
Print Name: Michael Penczek  
Title: CFO  
Date: 6/25/19  
Customer

Warren County Ohio  
By:   
Print Name: Shannon Jones  
Title: President  
Date: 7/16/19  
Benefits Consultant, agent for Customer

APPROVED AS TO FORM



Adam M. Nice  
Asst. Prosecuting Attorney

Horan Associates, Inc.  
By:   
Print Name: Alison Strou  
Title: Account Manager  
Date: 7/1/19

## Attachment A

### TruBid® Services

TruBid® is a state-of-the-art, proprietary, and patent-pending software platform system (the "System") that enables plans to conduct a Request for Proposal ("RFP") for pharmacy benefit plans from PBMs by soliciting electronic submissions of terms and pricing and assess the cost projections and quality of each PBM's bid. The System captures detailed contract and financial proposals then applies proprietary algorithms to normalize the data in electronic claims files provided by Customer or Customer's PBM. The System yields cost projections based on financial terms submitted by incorporating Truveris' proprietary methodology, including utilization inflation, price inflation, generic pipeline forecasts, and adjustments for bidder terms quality. The System re-adjudicates the provided claims utilizing the configured contract or RFP bid parameters to calculate the projected costs and the "Bid Financial Score". Additionally, the system captures bidder responses for solicited contractual terms and uses proprietary algorithms to assess bidder compliance, relative importance, and apply a "Bid Quality Score" indicating the relative strength of terms agreed to.

The TruBid® System is capable of capturing a variety of business requirements in order to maintain flexibility to service any potential Customer needs.

- I. **Standard RFP.** A "Standard RFP" means a TruBid® engagement that includes:
  - Creation of RFP Profile: Gathering of data requirements, consultation with Customer to assess bid parameters, and establishment of a timeline for the selection process.
  - Solicitation of responses from five (5) PBMs (each, a "Bid") including:
    - One (1) terms proposal: Truveris will configure client RFP terms including Customer specific contract requirements. Truveris will provide its standard RFP, and Customer may edit or add up to ten (10) custom terms or requirements.
      - Customer may request additional custom terms, subject to the Additional Fee for "Terms Customization" set forth in the "Additional Options" section below.
    - One (1) financial proposal: Request for bidder submission of one (1) financial proposal. A financial proposal is based upon the selection of different plan options such as: broad/narrow network, open/restricted formulary, clinical programs, plan design, or pricing options such as pass-through or traditional pricing structure.
      - Customer may request additional financial proposal solicitations, subject to the Additional Fee for each "Additional Bid" set forth in the "Additional Options" section below.
    - Two (2) rounds of bidding: Truveris will solicit one (1) submission per round from the selected vendors. Truveris includes up to five (5) vendors in the initial round of bidding and three (3) vendors in the second round of bidding.
      - Customer may request additional bid rounds, subject to the Additional Fee for each "Additional Bid Round" set forth in the "Additional Options" section below.
  - Bid Analysis: The System will analyze the submitted terms and financial proposals provided by each bidder and determine financial projections/scoring and bid quality scoring.
- II. **Additional Options.** "Additional Options" are services that are requested by Customer to be delivered for, in each case, an Additional Fee, as follows:
  - A. Additional Bid – If Truveris is requested to solicit additional financial proposals (e.g. broad network vs. narrow network, open specialty vs. closed specialty), an Additional Fee of \$1,500 for each Additional Bid requested.
  - B. Additional Bid Round – If Truveris is requested to solicit an additional round of bidding from prospective PBMs, an Additional Fee of \$3,000 for each Additional Bid Round that is requested.
  - C. Additional PBM Participant – If Truveris is requested to solicit additional PBM Bids beyond those included in the Standard RFP, an Additional Fee of \$3,000 for each additional PBM participating.

- D. Terms Customization – If Truveris is requested to customize more than ten (10) RFP terms, an Additional Fee of \$350/hour per personnel will be charged for the actual time spent by Truveris personnel to customize such terms.
- E. In-Person Meeting Attendance – If Truveris is requested to attend a meeting in person, an additional fee will be charged. For meetings in the immediate vicinity of New York City, a fee of \$350/hour per personnel. For meetings out of the immediate vicinity of New York City, a minimum fee of \$3,000 will be charged per personnel + reasonable travel expenses.
- F. Additional Support Service Hours– Truveris may provide additional support services upon request, for a fee of \$350/hour per personnel, unless described otherwise.
- G. TruGuard Minimum Rebates Guarantee Reporting - 25% price increase to TruGuard Fees set forth in the SOW.

**III. Work Deliverables.** Each Truveris TruBid® engagement is inclusive of the following deliverables (“RFP Work Deliverables”):

**A. Kickoff and Initial Set Up**

Truveris’ industry expert Client Operations team will work with Customer to manage initial analysis of Customer’s requirements and current plan information. The Client Operations team will coordinate requests for information to the PBM and/or other third-party vendors (e.g., eligibility vendors, brokers, or third-party administrators) as well as validate the returned documents or files to ensure completeness of Customer records. The Client Operations team will configure the System according to the Customer’s plan documents and data provided and will oversee the processing of claims data files by the System in order to ensure accurate configuration and resulting outputs. Client agrees to provide Truveris with reasonable assistance required to receive all required data from the PBM(s) for the RFP process and ongoing bill review.

**B. RFP Development and Release**

Truveris will consult with the Customer to develop the request for proposal including determination of the list of vendors to be invited, expectations for RFP conclusion, customized terms (if any), bidding requirements, parameters for the requested financial proposal, and number of bidding rounds. In the event that Customer requests Additional Options, Truveris will request written confirmation via email of the Additional Options being requested. Prior to issuance of the RFP to prospective vendors, Truveris will review the draft RFP configuration with Customer to confirm the accuracy and appropriateness of the configuration.

Upon release of the RFP to the prospective vendors, Truveris will oversee all follow up and communications with the Vendors.

**C. Proposal Review**

Truveris will conduct the financial analysis by applying Customer’s specific utilization and claim distributions in Truveris’ robust financial model. Because prescription drug prices and utilization demonstrate significant variance from year to year, Truveris will analyze the proposals with Customer’s current data and trend forward to reflect projected costs over the expected term of the new arrangement. Financial analysis results will be presented in aggregate, by plan and member for Customer. Results will include both an executive summary and detailed formats to meet the needs of Customer’s internal decision-making process.

After presentation by Truveris of the results of Round 1 bid submissions, Customer will be asked to select finalists for participation in Round 2 of the bidding. Truveris will solicit revised bids from the selected PBMs and compile a final bid analysis from the resulting submissions. If additional rounds of bidding are requested then this process will repeat, subject to the applicable Additional Fees set forth herein.

Upon completion of the RFP, Truveris will compile the bid submissions including: contract terms, financial proposals, and Truveris analysis of the vendors that submitted proposals during the RFP process. Truveris will provide to Customer a .PDF copy of submitted bid documentation memorializing

the terms agreed upon in the PBM bids, including the final Bid Award Document for the PBM selected by Customer.

#### **D. Contracting Support**

Truveris will provide consulting services in support of contract review and negotiation for one (1) PBM Agreement with the PBM selected by Customer. Truveris' contracting support is limited to assist Customer with matching the terms in the final Bid Award Agreement. Truveris will review the proposed PBM agreement, provide comments and proposed revisions to the drafts, and will participate in up to two (2) hours of conference calls with Customer and/or their selected PBM as are necessary to facilitate negotiation of an agreement for PBM services. Any additional hours are "Other Consulting Services" and will incur additional fees in accordance with the Additional Options section above. Customers who award to a carved-in health plan understand and agree that certain health plans refuse to incorporate bid terms into the final PBM agreements, and Customer will need to personally negotiate with such health plans to add such terms into the PBM Agreement. Truveris shall not be held liable for any bid terms that are not incorporated into the PBM Agreement.

Truveris strongly recommends that Customer's legal counsel review all RFPs, proposed agreements by PBMs and all other documentation provided under this Agreement. Participation by Truveris in support of Customer contract negotiations is intended to provide consultation and subject matter expertise on industry-related subject matter only and is not in any way intended to replace or satisfy Customer's need for legal counsel or representation. Truveris does not offer legal advice, opinions or services under any circumstances.

Customer must provide to Truveris a fully executed copy of the PBM Agreement to use in Truveris' configuration for the Ongoing Support Services provided hereunder. If Truveris does not receive the fully executed PBM Agreement from Customer, Truveris cannot guarantee that the Ongoing Support Service reports will accurately reflect the final agreed upon terms between the Customer and the awarded PBM.

#### **E. Support Services**

Truveris will provide user support by phone and email is available during regular business hours (9am-6pm eastern time) which includes assistance using the System as well as subject matter expert assistance understanding claims analysis, plan design, or questions about the PBM Agreement resulting from the TruBid process.

##### **1) Implementation Support**

We will participate in the PBM implementation kick-off call to flag and help resolve any potential issues up to ten (10) hours per year.

##### **2) Plan Design Support**

Our experts will be available to discuss industry trends and common practices that are used by plan sponsors to lower plan costs up to five (5) hours per year for TruBid customers.

##### **3) Specialty and Clinical Advisory**

Our RX experts will be available to discuss specialty and clinical questions or issues up to eight (8) hours per year. Specialty and clinical advisory includes:

- Periodic pharmacy newsletter communications
- Specialty and clinical drug questions regarding customer's plan
- Non-consultative Ad-hoc inquiry support

##### **4) PBM Meetings**

We will attend your meetings with the PBM to support you through a meeting dial in once per year.

#### **F. TruGuard Billing Services**

Truveris staff includes both technical staff as well as industry veterans with broad domain expertise. Truveris is committed to providing the highest level of service to our Customers and to

ensuring that pharmacy benefit contracting and administration is managed efficiently and effectively. TruGuard Billing Services includes the following deliverables:

### 1. Fee Schedule and Key Definitions Review

Upon Customer request, Truveris will review the proposed agreement between the PBM and Customer one (1) time to ensure that the following items are consistent with the PBM Bid:

- Brand/Generic definitions
- Ingredient cost per claim discounts (traditional pricing only)
- Per claim dispensing Fees (traditional pricing only)
- Ingredient cost average discount guarantees (e.g. AWP discount guarantees)
- Maximum average dispensing fee guarantees
- Specialty drug price list consistency with bid
- Pricing guarantee reconciliation methodology, including guarantee claim exclusions
- Rebate guarantees per claim amounts
- Rebate guarantees reconciliation methodology including guarantee claim exclusions
- Data feeds and invoice review terms
- Base admin fee amounts (i.e. per claim, PEPM, or PMPM \$ amounts)

### 2. Claims Analysis / Bill Review

As part of the TruGuard Billing Services, Truveris offers to receive plan data and provide ongoing performance analysis to ensure that the Customer receives the full benefit of the pricing and discounts negotiated in their PBM Agreement and to ensure proper payment of benefits pursuant to plan design. TruGuard Billing Services may be completed every two (2) weeks or on such data delivery cycle as is mutually agreed upon by the PBM and Customer. Customer must ensure that the PBM Agreement permits Truveris to receive all required data to conduct claims analysis and bill review and agrees to reasonably assist Truveris in receiving such data in accordance with the terms agreed upon in this Agreement.

The Truveris Client Operations team will engage with Customer and PBM to facilitate the account setup and System configuration. This will include facilitating requests for: plan documentation, electronic claims data, price lists, and other required information as needed. Upon receipt of all required documents and information, System will be configured for claims analysis. In the event of any updates to the plan, the Client Operations team will make any configuration changes as required to ensure accurate processing of plan claims data.

The Truveris Client Operations team will utilize the System to perform analysis of all electronic claims data provided by the Customer or PBM and will provide quality assurance of all results for accuracy and correctness.

- Reversal Analysis identifies and removes all reversal claims (claims where the provider has negated a claim by issuing a credit for the identical dispense) from further analysis.
- Adjudication Errors Analysis, which includes the identification of:
  - Duplicate claims
  - Claims with invalid National Drug Codes ("NDCs")
  - Claims with incorrect ingredient cost based upon improperly applied MAC, specialty drug discount, or discounted Average Wholesale Price ("AWP"), or Usual and Customary charge ("U&C")
  - Claims with incorrectly applied dispensing fees
- Pricing Guarantee Analysis includes the calculation of:
  - Ingredient cost guarantees by AWP
  - Dispensing fee guarantees
  - Minimum rebate guarantees are NOT included – may be added subject to additional fees set forth under "Additional Options" above

### 3. Performance Reports

- a. Delivery of web-based summary reports including:



- Quarterly Reports – summary cost and findings data by calendar quarter
  - Calendar Year Financial Summary – Presentation of summary cost and findings data by calendar quarter
  - Claims Analysis – Presentation of summarized claims activity and cost components by claims category
  - Errors Analysis – Presentation of claims adjudication errors and cost components
  - Guarantee Analysis – Presentation of pricing guarantee cost components, calculations, and shortfall
  - PDF download of all screen reports
- b. Ability to download Microsoft Excel readable file formats of claims data substantiating any reports
- c. Data Storage/Warehousing:
- Retain and access all invoice data files in their original format
  - Retain and access all claims data in an accessible and human readable format
  - Retain and access all price list files
  - Retain and access all plan documents
  - Provide Customer any such data upon request in file formats compatible with the Microsoft Office or Adobe PDF suite of products.
  - All such data will be provided to Customer upon termination of the Agreement, in file formats compatible with the Microsoft Office or Adobe PDF suite of products.

AFFIDAVIT OF NON COLLUSION

STATE OF NEW YORK  
COUNTY OF NEW YORK

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

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

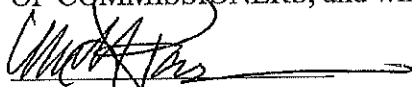
The contract, bid or proposal is genuine and not made on the behalf of any other person, company or client, INCLUDING ANY MEMBER OF THE WARREN COUNTY BOARD OF COMMISSIONERS.

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

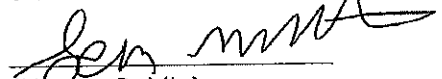
No companies, clients or contractors, INCLUDING ANY MEMBER OF THE WARREN COUNTY BOARD OF COMMISSIONERS have been solicited to propose a fake contract, bid or proposal for comparative purposes.

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

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

  
AFFIANT

Subscribed and sworn to before me this 08 day of June 2019

  
(Notary Public),  
New York County.



My commission expires May 15 2021

AFFIDAVIT OF NON COLLUSION

STATE OF NEW YORK  
COUNTY OF NEW YORK

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

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


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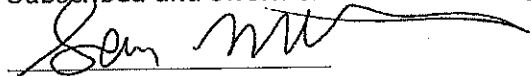
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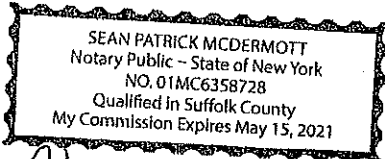
  
AFFIANT

Subscribed and sworn to before me this 28 day of June 2019

  
(Notary Public),

New York County.

My commission expires May 15 2021



*BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO*

# Resolution

Number 19-0923

Adopted Date July 16, 2019

APPROVE AND ENTER INTO A SUBGRANT AGREEMENT WITH OHIO DEPARTMENT OF JOB AND FAMILY SERVICES ON BEHALF OF WARREN COUNTY DEPARTMENT OF HUMAN SERVICES.

BE IT RESOLVED, to approve and enter into a Subgrant agreement with Ohio Department of Job and Family Services , on behalf of Warren County Department of Human Services to implement a Fatherhood Program within Warren County, as attached hereto and made a part hereof.

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

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

Resolution adopted this 16<sup>th</sup> day of July 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—Ohio Department of Job & Family Services  
Human Services (file)

**OHIO DEPARTMENT OF JOB AND FAMILY SERVICES  
SUBGRANT AGREEMENT**

**G-1819-17-0772**

**RECITALS:**

This Subgrant Agreement (Agreement) between the Ohio Department of Job and Family Services (ODJFS), through the Ohio Commission on Fatherhood (OCF), and Warren County Job and Family Services (SUBGRANTEE) is created pursuant to the Subgrant awarded by ODJFS to SUBGRANTEE. SUBGRANTEE hereby accepts the Subgrant and agrees to comply with all the terms and conditions set forth in this Agreement.

The information below is referred to herein in accordance with Title 2 of the Code of Federal Regulations (CFR), Section 200.331:

SUBGRANTEE's Data Universal Numbering System (DUNS) number is 067247572.

The Subgrant is made pursuant to the Temporary Assistance for Needy Families (TANF) program, awarded by the United States Department of Health and Human Services, on October 18, 2018.

The total amount of this federal award to ODJFS is One Hundred Eighty-Six Million, Eight Hundred Fourteen Thousand, Six Hundred Fifteen and 00/100 Dollars (\$186,814,615.00). The total amount of funds awarded to SUBGRANTEE is specified in ARTICLE III of this Agreement.

The federal contact is Mausami Kothari, 330 C Street, S.W., Washington, D.C 20201, 1-877-614-5533.

The Catalogue of Federal Domestic Assistance (CFDA) number is 93.558.

The Grant Document Number is 1901OHTANF.

This Agreement is not for research and development purposes.

The federal award project description for this Agreement is summarized as follows: Fatherhood Initiatives. In accordance with the Federal Funding Accountability and Transparency Act (FFATA), the full project description can be obtained at <http://usaspending.gov>, under the Federal Award Title.

**DEFINITIONS**

- A. For the purposes of this Agreement, the terms "auditee," "auditor," "audit finding," "CFDA number," "Federal award," "Federal awarding agency," "Federal program," "internal controls," "management decision," "non-Federal entity," "nonprofit organization," "Office of Management and Budget (OMB)," "pass-through entity," "single audit," "state," "subaward" and "subrecipient" have the same meanings as provided in 2 CFR Part 200 of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, hereafter referred to as the "OMB Omni-Circular".
- B. For the purposes of this Agreement, the terms "equipment," "HHS awarding agency," "real property," "subaward," "subrecipient," "supplies," "suspension of award activities," and "termination" have the same meanings as provided in 45 CFR 75.

**ARTICLE I. PURPOSE; SUBGRANT ACTIVITIES**

- A. This Agreement provides SUBGRANTEE funds to establish new, or strengthen an existing Fatherhood Initiative in Warren County using the knowledge gained through satisfactory completion of the OCF Fatherhood Initiative Training as described below:
  - 1. Submit a signed Letter of Agreement to Participate with all the required members of the leadership team. The letter must state that the County leader providing the letter agrees to serve on the

- leadership team and to participate in all the required activities outlined in the agreement. The leadership team must include at a minimum, the following 6 members or their designees: an elected official representing the County; Juvenile or Domestic Relations Court Judge; County Director of Child Support; County Director of Children Services; a community father who is a champion of fatherhood in his community; and a leader of a local business or faith-based entity;
2. Members of the leadership team will complete a 1-day community mobilization training to be led by a fatherhood expert from the Ohio Practitioners Network for Fathers and Families (OPNFF). The training will provide an overview of all the steps the county leadership team must take to complete the subgrant activities in this agreement. Each County will have a designated coach from OPNFF who will attend and help facilitate the Community Conversation (see subgrant activity 5 below). The coach will also be available for consultation via phone and email. Some training may be provided via webinar;
  3. Complete a Father Friendly Assessment- members of the county leadership team will complete an online survey of father-inclusive practices;
  4. Complete Data Points for Respective County- members of the county leadership team will locate relevant data illustrating the impact of father absence within the county;
  5. Complete Community Conversation - the county leadership team must organize and host a Community Conversation, inviting a cross section of their community to participate in a facilitated conversation about fatherhood assets and needs in their community. The insights learned during the Community Conversation will help the leadership team develop their Action Plan. How to identify other potential sources of funding to sustain their fatherhood initiative will also be addressed during the Community Conversation and/or via webinar at a later date; and
  6. Complete Action Plan - the leadership team will draft an Action Plan detailing the short and long-term steps they plan to take to promote responsible fatherhood within their county.
- B. The ODJFS Agreement Manager is Sherri Lantz, or her successor.
- C. The ODJFS Agreement Manager may periodically communicate specific requests and instructions to SUBGRANTEE concerning the performance of activities described in this Agreement. SUBGRANTEE agrees to comply with any requests or instructions to the satisfaction of ODJFS within 10 business days after SUBGRANTEE's receipt of the requests or instructions. ODJFS and SUBGRANTEE expressly understand that any requests or instructions will be strictly to ensure the successful completion of the Subgrant activities described in this Agreement, and are not intended to amend or alter this Agreement in any way. If SUBGRANTEE believes that any requests or instructions would materially alter the terms and conditions of this Agreement or the compensation stated hereunder, SUBGRANTEE will immediately notify ODJFS pursuant to the Notice provision of this Agreement. SUBGRANTEE agrees to consult with the ODJFS Agreement Manager as necessary to ensure understanding of the Subgrant activities and the successful completion thereof.
- D. The SUBGRANTEE to whom this Agreement is awarded shall be deemed the subrecipient of the federal award received by ODJFS. Any provider, subcontractor, or subgrantee who receives funds from SUBGRANTEE under this Agreement is also considered a subrecipient of federal funds and must meet the requirements of OMB Omni-Circular, 2 CFR Part 200. SUBGRANTEE is required to conduct monitoring activities consistent with OMB Omni-Circular, 2 CFR Part 200 Subpart D and F for any provider, subcontractor, or subgrantee who receives funds from SUBGRANTEE under this Agreement.

## ARTICLE II. EFFECTIVE DATE OF THE SUBGRANT

- A. This Agreement will be in effect from October 18, 2018 through June 30, 2019, unless this Agreement is suspended or terminated prior to the expiration date.
- B. It is expressly understood by both ODJFS and SUBGRANTEE that this Agreement will not be valid and enforceable until the Director of the Office of Budget and Management, State of Ohio, first certifies, pursuant to Section 126.07 of the Ohio Revised Code (ORC), that there is a balance in the appropriation

not already allocated to pay existing obligations. The ODJFS Agreement Manager will notify SUBGRANTEE when this certification is given.

### ARTICLE III. AMOUNT OF SUBGRANT/PAYMENTS

- A. The total amount of the Subgrant is Ten Thousand and 00/100 Dollars (\$10,000.00) for State Fiscal Year (SFY) 2019. ODJFS will provide up to Ten Thousand and 00/100 Dollars (\$10,000.00) upon satisfactory completion of the OCF Fatherhood Initiative Training as described in ARTICLE I. SUBGRANTEE understands that the terms of this Agreement do not provide for compensation in excess of the total amount listed in this section. SUBGRANTEE hereby waives the interest provisions of ORC 126.30.
- B. With the exception of travel expenses, line item expenses listed in the budget may be reallocated upon the written approval of the ODJFS Agreement Manager as long as the total amounts per SFY and the total overall Agreement amount remains unchanged. Any changes to the travel costs will require a written amendment to this Agreement.
- C. SUBGRANTEE will submit 1 copy of a detailed invoice, which documents the satisfactory completion of the OCF Fatherhood Initiative Training, to the ODJFS Agreement Manager, Bureau of Accounts Payable at 30 East Broad Street, 37th Floor, Columbus, Ohio 43215. SUBGRANTEE agrees to use an invoice instrument to be prescribed by ODJFS and will include in each invoice:
1. SUBGRANTEE's name, complete address, and federal tax identification number;
  2. Agreement number and dates;
  3. Purchase order number;
  4. Amount and purpose of the invoice during the billing period, including such detail as required per the compensation section of this Agreement, Subgrant activities completed, description of services rendered, hourly rates and number of hours (if applicable), amount of monthly fee (if applicable), and itemized travel and other expenses if permitted by this Agreement;
  5. Receipt or other proof of cost;
  6. If applicable, the total program costs, verification of the non-federal match, program relationship to the federal grant and administrative costs; and
  7. Other documentation requested by the ODJFS Agreement Manager.
- D. As a subrecipient of federal funds, SUBGRANTEE hereby specifically acknowledges its obligations relative to the funds provided under this Agreement pursuant to 45 CFR Part 75 as well as the OMB Omni-Circular, 2 CFR Part 200, including but not limited to the following federal rules:
1. **Financial Management and Standards for Financial Management Systems.** SUBGRANTEE and its subgrantee(s) shall comply with the requirements of 45 CFR 75.302, including, but not limited to:
    - a. Fiscal and accounting procedures;
    - b. Accounting records;
    - c. Effective internal control over cash, real and personal property, and other assets;
    - d. Budgetary control to compare actual expenditures or outlays to budgeted amounts;
    - e. Source documentation and cash management;
    - f. Written procedures to implement the requirements of 45 CFR 75.305; and

- g. Written procedures for determining the allowability of costs in accordance with 45 CFR 75 Subpart E and the terms and conditions of the Federal award.
  2. **Period of Performance and Availability of Funds.** Pursuant to 45 CFR 75.309, SUBGRANTEE and its subgrantee(s) may charge to the award only allowable costs resulting from obligations incurred during this Agreement period. All obligations incurred under the award must be liquidated no later than 90 calendar days after the end of the funding period unless otherwise specified herein.
  3. **Cost Sharing or Matching.** Matching or cost sharing requirements applicable to the federal program must be satisfied by allowable costs incurred or third party in-kind contributions, as provided in 45 CFR 75.306, and subject to the qualifications, exceptions, and requirements of that section.
  4. **Program Income.** Program income, as defined in 45 CFR 75.307, must be used as specified in this section.
  5. **Real Property.** If SUBGRANTEE is authorized to use Subgrant funds for the acquisition of real property, title, use, and disposition of the real property shall be governed by the provisions of 45 CFR 75.318.
  6. **Equipment.** Title, use, management (including record keeping, internal control, and maintenance), and disposition of equipment acquired by SUBGRANTEE or its subgrantee(s) with Subgrant funds, shall be governed by the provisions of 45 CFR 75.320.
  7. **Supplies.** Title and disposition of supplies acquired by SUBGRANTEE or its subgrantee(s) with Subgrant funds shall be governed by the provisions of 45 CFR 75.321.
- E. SUBGRANTEE expressly understands that ODJFS will not compensate SUBGRANTEE for any work performed prior to SUBGRANTEE's receipt of notice from the ODJFS Agreement Manager that the provisions of ORC 126.07 have been met as set forth in ARTICLE II, nor for work performed after the ending date of this Agreement.
- F. SUBGRANTEE expressly understands that ODJFS does not have the ability to compensate SUBGRANTEE for invoices submitted after the State of Ohio purchase order has been closed. State of Ohio purchase orders are issued per SFY. SUBGRANTEE must submit final invoices for payment for each SFY no later than 90 calendar days after the end date of each SFY, or if earlier, the end date of this Agreement. Failure to do so will be deemed a forfeiture of the remaining compensation due hereunder.
- G. SUBGRANTEE understands that availability of funds is contingent on appropriations made by the Ohio General Assembly or by funding sources external to the State of Ohio, such as federal funding. If the Ohio General Assembly or the external funding source fails at any time to continue funding ODJFS for the payments due under this Agreement, this Agreement will be terminated as of the date funding expires without further obligation of ODJFS or the State of Ohio.

#### ARTICLE IV. AUDITS OF SUBGRANTEE

- A. Subject to the threshold requirements of 45 CFR 75.501 and OMB Omni-Circular, 2 CFR 200.501, SUBGRANTEE must have an entity-wide single audit. SUBGRANTEE must send 1 copy of every audit report to the ODJFS Office of Fiscal and Monitoring Services, Audit Resolution Section at 30 East Broad Street, 37th Floor, Columbus, Ohio 43215, within 2 weeks of the SUBGRANTEE's receipt of any such audit report.
- B. SUBGRANTEE has additional responsibilities as an auditee under OMB Omni-Circular, 2 CFR 200.508 that include, but are not limited to:
  1. Proper identification of federal awards received;
  2. Maintenance of required internal controls;



3. Compliance with all state and federal laws, and regulations, and with all provisions of contracts, grant agreements, or subgrant agreements that pertain to each of its federal programs;
4. Procure or otherwise arrange for the audit required in accordance with 2 CFR 200.509, and ensure proper performance and timely submission of the audit in accordance with 2 CFR 200.512;
5. Preparation of appropriate financial statements, including the schedule of federal award expenditures in accordance with 2 CFR 200.510;
6. Promptly follow up and take corrective action on audit findings, including the preparation of a summary schedule of prior audit findings and a corrective action plan, in accordance with 2 CFR 200.511; and
7. Provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the audit required by this ARTICLE.

#### **ARTICLE V. SUSPENSION AND TERMINATION, BREACH AND DEFAULT**

- A. This Agreement shall automatically terminate upon expiration of the time period in ARTICLE II, or upon completion of performance, or once all of the compensation has been paid.
- B. Upon a 30-calendar day written notice to the other party, either party may terminate this Agreement. Upon written notice to SUBGRANTEE, at the sole discretion of ODJFS, this Agreement may be suspended.
- C. Notwithstanding the provisions of Sections A or B, above, ODJFS may suspend or terminate this Agreement immediately upon delivery of a written notice to SUBGRANTEE if:
  1. ODJFS loses funding as described in ARTICLE III;
  2. ODJFS discovers any illegal conduct by SUBGRANTEE; or
  3. SUBGRANTEE has violated any provision of ARTICLE IX.Suspension or termination under this provision shall not entitle SUBGRANTEE to any rights or remedies described in Section E of this ARTICLE.
- D. SUBGRANTEE, upon receiving notice of suspension or termination, will:
  1. Cease performance of the suspended or terminated Subgrant activities;
  2. Take all necessary steps to limit disbursements and minimize costs including, but not limited to, suspending or terminating all contracts and subgrants related to suspended or terminated Subgrant activities and refusing any additional orders;
  3. Prepare and furnish a report to ODJFS that describes the status and percentage of completion of all Subgrant activities and includes the results accomplished and the conclusions reached through Subgrant activities;
  4. Deliver all records in their native format relating to cost, work performed, supporting documentation for invoices submitted to ODJFS, and deliver any and all materials or work produced under or pertaining to this Agreement whether completed or not; and
  5. Perform any other tasks ODJFS requires.
- E. In the event of suspension or termination under this ARTICLE, ODJFS will, upon receipt of a proper invoice from SUBGRANTEE, determine the amount of any unpaid Subgrant funds due to SUBGRANTEE for Subgrant activities performed before SUBGRANTEE received notice of termination or suspension. In order to determine the amount due to SUBGRANTEE, ODJFS will base its calculations on the payment method described in ARTICLE II and any funds previously paid by or on behalf of ODJFS. ODJFS will not be liable for any further invoice claims submitted by SUBGRANTEE.

- F. Upon SUBGRANTEE's breach or default of provisions, obligations, or duties embodied in this Agreement or any term of an award, a federal statute or regulation, an assurance, a State plan or application, a notice of award, or other applicable rule, ODJFS reserves the right to exercise any administrative, contractual, equitable, or legal remedy available without limitation. Any waiver by ODJFS of an occurrence of breach or default is not a waiver of subsequent occurrences. If ODJFS or SUBGRANTEE fails to perform any obligation under this Agreement and the other party subsequently waives the failure, the waiver will be limited to that particular occurrence of a failure and will not be deemed to waive other failures that may occur. Waiver by ODJFS will not be effective unless it is in writing signed by the ODJFS Director.

#### ARTICLE VI. NOTICES

- A. ODJFS and SUBGRANTEE agree that communication regarding Subgrant activities, scope of work, invoice or billing questions, or other routine instructions will be between SUBGRANTEE and the identified ODJFS Agreement Manager.
- B. Notices to ODJFS from SUBGRANTEE that concern changes to SUBGRANTEE's principal place of operation, billing address, legal name, federal tax identification number, mergers or acquisitions, corporate form, excusable delay, termination, bankruptcy, assignment, any notice pursuant to ARTICLE IX, and/or any other formal notice regarding this Agreement will be sent to the ODJFS Deputy Director of Contracts and Acquisitions at 30 East Broad Street, 31st Floor, Columbus, Ohio 43215.
- C. Notices to SUBGRANTEE from ODJFS concerning termination, suspension, option to renew, breach, default, or other formal notices regarding this Agreement will be sent to SUBGRANTEE's representative at the address appearing on the signature page of this Agreement.
- D. All notices will be in writing and will be deemed given when received. All notices must be sent using a delivery method that documents actual delivery to the appropriate address herein indicated (e.g., certified mail).

#### ARTICLE VII. RECORDS, DOCUMENTS AND INFORMATION

SUBGRANTEE agrees that all records, documents, writings, and other information, created or used pursuant to this Agreement will be treated according to the following terms, and that the terms will be included in any agreements executed for the performance of Subgrant activities relative to this Agreement:

- A. SUBGRANTEE agrees that any media produced pursuant to this Agreement or acquired with Subgrant funds will become the property of ODJFS. This includes all documents, reports, data, photographs (including negatives), and electronic reports and records. ODJFS will maintain the unrestricted right to reproduce, distribute, modify, maintain, and use the media in any way ODJFS deems appropriate. SUBGRANTEE further agrees not to seek or obtain copyright, patent or other proprietary protection for any materials or items produced under this Agreement. SUBGRANTEE understands that all materials and items produced under this Agreement will be made freely available to the public unless ODJFS determines that certain materials are confidential under federal or state law.
- B. All ODJFS information that is classified as public or private under Ohio law and ODJFS rules will be treated as such by SUBGRANTEE. Should the nature of any information be in question, ODJFS will determine whether the information is public or private. SUBGRANTEE will restrict the use of any information, systems, or records ODJFS provides to the specific Subgrant activities of this Agreement. SUBGRANTEE and its employees agree to be bound by the same standards and rules of confidentiality that apply to employees of ODJFS and the State of Ohio. SUBGRANTEE agrees that the terms of this Section B will be included in any contract or subgrant executed by SUBGRANTEE for work under this Agreement.
- C. SUBGRANTEE information that is proprietary and has been specifically identified by SUBGRANTEE as proprietary will be held as confidential by ODJFS. Proprietary information is information that would put SUBGRANTEE at a competitive disadvantage in SUBGRANTEE's market place and trade if it were made public. ODJFS reserves the right to require reasonable evidence of SUBGRANTEE's assertion of the proprietary nature of any information. The provisions of this ARTICLE are not self-executing. SUBGRANTEE must demonstrate that any information claimed as proprietary meets the definition of "trade secret" found at ORC 1333.61 and shall defend such a claim.

- D. **For Audit Purposes Only:** All records relating to cost, work performed, supporting documentation for invoices submitted to ODJFS, and copies of all materials produced under or pertaining to this Agreement will be retained by SUBGRANTEE and will be made available for audit by state and federal government entities that include, but not limited to, ODJFS, the Ohio Auditor of State, the Ohio Inspector General and all duly authorized law enforcement officials. The records and materials will be retained and made available for a minimum of 3 years after SUBGRANTEE receives the last payment pursuant to this Agreement. If an audit, or similar action is initiated during this time period, SUBGRANTEE will retain the records until the action is concluded and all issues are resolved, or until the end of the 3-year period if the action is resolved prior to the end of the 3-year period, unless otherwise directed below in Section E of this ARTICLE. If applicable, SUBGRANTEE must meet the requirements of the OMB Omni-Circular, 2 CFR Part 200, Subpart D and F. SUBGRANTEE acknowledges, in accordance with ORC 149.43, that financial records related to the performance of services under this Agreement are presumptively deemed public records.
- E. All records relating to cost, work performed, supporting documentation for invoices submitted to ODJFS, and copies of all materials produced under or pertaining to this Agreement will be retained by SUBGRANTEE in accordance to the appropriate records retention schedule. The appropriate records retention schedule for this Agreement is 3 years. If any records are destroyed prior to the date as determined by the appropriate records retention schedule, SUBGRANTEE agrees to pay all costs associated with any cause, action or litigation arising from such destruction.
- F. SUBGRANTEE agrees to retain all records in accordance to any litigation holds that are provided to them by ODJFS, and actively participate in the discovery process if required to do so, at no additional charge. Litigation holds may require SUBGRANTEE to keep the records longer than the approved records retention schedule. SUBGRANTEE will be notified by ODJFS when the litigation hold ends and retention can resume based on the approved records retention schedule. If SUBGRANTEE fails to retain the pertinent records after receiving a litigation hold from ODJFS, SUBGRANTEE agrees to pay all costs associated with any cause, action or litigation arising from such destruction.
- G. If applicable, SUBGRANTEE hereby agrees to current and ongoing compliance with Title 42, Section 1320d through 1320d-8 of the United States Code (42 USC 1320d-1320d-8) and the implementing regulations found at 45 CFR 164.502(e) and 164.504(e) regarding disclosure of Protected Health Information under the Health Insurance Portability and Accountability Act of 1996 (HIPAA). If applicable, SUBGRANTEE further agrees to include the terms of this Section G in any subgrant agreements that may be executed pursuant to this Agreement.

#### ARTICLE VIII. AMENDMENT, ASSIGNMENT, AND SUBAWARD

- A. **Amendment.** This writing constitutes the entire agreement between ODJFS and SUBGRANTEE with respect to all matters herein. Only a writing signed by both parties may amend this Agreement. However, ODJFS and SUBGRANTEE agree that any amendments to any laws or regulations cited herein will result in the correlative modification of this Agreement without the necessity for executing written amendments. It is agreed that line item budget modifications may be made, in writing, upon approval by the ODJFS Agreement Manager without a written amendment pursuant to ARTICLE III. Any written amendment to this Agreement will be prospective in nature.
- B. **Assignment of Interests.** SUBGRANTEE agrees not to assign any interest in this Agreement nor transfer any interest in the Subgrant without the prior written approval of ODJFS. SUBGRANTEE will submit any requests for approval of assignments and transfers to the ODJFS Agreement Manager at least 10 days prior to the desired effective date. SUBGRANTEE understands that any assignments and transfers will be subject to any conditions ODJFS deems necessary and that no approval by ODJFS will be deemed to provide for any ODJFS obligation that exceeds the Subgrant amount specified in ARTICLE III of this Agreement.
- C. **Subawards.**
1. **Subgrants.** Any subgrants by SUBGRANTEE will be made in accordance with 45 CFR 75.352.
  2. **Suspension and Debarment.** As provided in 45 CFR 75.213, SUBGRANTEE and its subgrantees must not make any award or permit any award at any time to any party that is debarred or

suspended or is otherwise excluded from or ineligible for participation in federal assistance programs.

3. **Procurement.** While SUBGRANTEE and its subgrantees may use their own procurement procedures, the procedures must conform to all applicable federal laws, including 45 CFR 75.327 through 45 CFR 75.335. In the event of conflict between federal, state, and local requirements, the most restrictive must be used.
4. **Monitoring and Reporting Program Performance.** SUBGRANTEE must manage and monitor the routine operations of Subgrant supported activities, including each project, program, subaward, and function supported by the Subgrant, to ensure compliance with all applicable federal requirements, including 45 CFR 75.342.

D. **Duties as Pass-through Entity.** In the event that SUBGRANTEE subgrants federal funds received under this Agreement to a subrecipient, SUBGRANTEE, as a pass-through entity, must follow the procedures and requirements specified in 2 CFR 200.331 and must perform duties, including but not limited to:

1. Inform each subrecipient of the proper identification of the federal awards received pursuant to 2 CFR 200.331(a)(1). When some of this information is not available, the SUBGRANTEE will provide the best information available to describe the federal award;
2. Advise subrecipients of requirements imposed on them by federal laws, regulations, and the provisions of contracts or subgrant agreements as well as any supplemental requirements imposed by ODJFS and any subsequent pass-through entity;
3. Monitor the activities of subrecipients as necessary to ensure that federal awards are used for authorized purposes in compliance with all applicable federal and state laws and regulations, and the provisions of contracts or subgrant agreements and that all performance goals are achieved;
4. Ensure that subrecipients expending Seven Hundred Fifty Thousand and 00/100 Dollars (\$750,000.00) or more in federal awards during the subrecipient's fiscal year have met the audit requirements of this Agreement for that fiscal year. One copy of every audit report must be sent to the ODJFS Office of Fiscal and Monitoring Services, Audit Resolution Section at 30 East Broad Street, 37th Floor, Columbus, Ohio 43215, within 2 weeks of the subrecipient's receipt of any such audit report;
5. Determine whether its subrecipients spent federal assistance funds provided in accordance with applicable laws and regulations;
6. Issue a management decision on audit findings within 6 months after receipt of the subrecipient's audit report and ensure that the subrecipient takes appropriate and timely corrective action;
7. Consider whether subrecipient audits necessitate adjustment of the pass-through entity's own records;
8. Require each subrecipient to permit ODJFS, any other state or government entity, and federal and state auditors to have access to the records and financial statements as necessary for the pass-through entity to comply with this section; and
9. Ensure that any subgrant agreement includes the approved indirect cost rate negotiated between the subrecipient and the federal government, or other indirect cost rate information as required.

#### **ARTICLE IX. SUBGRANTEE CERTIFICATION OF COMPLIANCE WITH SPECIAL CONDITIONS**

By accepting this Subgrant and by executing this Agreement, SUBGRANTEE hereby affirms current and continued compliance with each condition listed in this ARTICLE. SUBGRANTEE's certification of compliance with each of these conditions is considered a material representation of fact upon which ODJFS relied in entering into this Agreement:

- A. If at any time, SUBGRANTEE is not in compliance with the conditions affirmed in this Section A, ODJFS will consider this Agreement to be *void ab initio* and will deliver written notice to SUBGRANTEE. Any funds the State of Ohio paid SUBGRANTEE for work performed before SUBGRANTEE received notice that the Agreement is *void ab initio* will be immediately repaid or the State of Ohio may commence an action for recovery against SUBGRANTEE.
1. **Federal Debarment Requirements.** SUBGRANTEE affirms that neither SUBGRANTEE nor any of its principals, subgrantees, or subcontractors, is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in transactions by any federal agency. SUBGRANTEE also affirms that within 3 years preceding this agreement neither SUBGRANTEE nor any of its principals:
    - a. Have been convicted of, or had a civil judgment rendered against them for commission of fraud or other criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local public transaction or contract under a public transaction; for violation of federal or state antitrust statutes; for commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements; or for receiving stolen property; or
    - b. Are presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State, or local) for the commission of any of the offenses listed in this paragraph and have not had any federal, state, or local, public transactions terminated for cause or default.
  2. **Qualifications to Conduct Business.** SUBGRANTEE affirms that it has all of the approvals, licenses, or other qualifications needed to conduct business in Ohio and all are current. If at any time during the Agreement period SUBGRANTEE, for any reason, becomes disqualified from conducting business in the State of Ohio, SUBGRANTEE will immediately notify ODJFS in writing and will immediately cease performance of all Subgrant activities.
  3. **Unfair Labor Practices.** SUBGRANTEE affirms that neither SUBGRANTEE nor its principals are on the most recent list established by the Ohio Secretary of State, pursuant to ORC 121.23, which would identify SUBGRANTEE as having more than one unfair labor practice contempt of court finding.
  4. **Finding for Recovery.** SUBGRANTEE affirms that neither SUBGRANTEE nor its principals, subgrantees, or subcontractors, is subject to a finding for recovery under ORC 9.24, or it has taken the appropriate remedial steps required, or otherwise qualifies under ORC 9.24 to contract with the State of Ohio.
- B. If at any time SUBGRANTEE is not in compliance with the conditions affirmed in this Section B, ODJFS may immediately suspend or terminate this Agreement and will deliver written notice to SUBGRANTEE. SUBGRANTEE will be entitled to compensation, upon submission of a proper invoice per ARTICLE III, only for work performed during the time SUBGRANTEE was in compliance with the provisions of this Section. Any funds paid by the State of Ohio for work performed during a period when SUBGRANTEE was not in compliance with this Section will be immediately repaid or the State of Ohio may commence an action for recovery against SUBGRANTEE.
1. **Americans with Disabilities.** SUBGRANTEE, its officers, employees, members, and subcontractors hereby affirm current and ongoing compliance with all statutes and regulations pertaining to The Americans with Disabilities Act of 1990 and Section 504 of the Rehabilitation Act of 1973.
  2. **Fair Labor Standards and Employment Practices.**
    - a. SUBGRANTEE certifies that it is in compliance with all applicable federal and state laws, rules, and regulations governing fair labor and employment practices.
    - b. In carrying out this Agreement, SUBGRANTEE will not discriminate against any employee or applicant for employment because of race, color, religion, gender, national origin,

military status, disability, age, genetic information, or sexual orientation, in making any of the following employment decisions: hiring, layoff, termination, transfer, promotion, demotion, rate of compensation, and eligibility for in-service training programs.

- c. SUBGRANTEE agrees to post notices affirming compliance with all applicable federal and state non-discrimination laws in conspicuous places accessible to all employees and applicants for employment.
- d. SUBGRANTEE will incorporate the foregoing requirements of this Paragraph 2 in all of its subgrants or subcontracts for any of the work prescribed herein.

**3. Ethics and Conflicts of Interest Laws.**

- a. SUBGRANTEE certifies that by executing this Agreement, it has reviewed, knows and understands the State of Ohio's ethics and conflict of interest laws, which includes the Governor's Executive Order 2011-03K pertaining to ethics. SUBGRANTEE further agrees that it will not engage in any action(s) inconsistent with Ohio ethics laws or any Executive Orders.
- b. SUBGRANTEE certifies, by executing this Agreement, that no party who holds a position listed or described in ORC 3517.13 (I) or (J), has made, while in his/her current position, one or more personal monetary contributions in excess of One Thousand and 00/100 Dollars (\$1,000.00) to the current Governor or to the Governor's campaign committee when he was a candidate for office within the previous 2 calendar years. ORC 3517.13 does not apply to professional associations organized under ORC Chapter 1785.
- c. SUBGRANTEE agrees to refrain from promising or giving to any ODJFS employee anything of value that could be construed as having a substantial and improper influence upon the employee with respect to the employee's duties. SUBGRANTEE further agrees that it will not solicit any ODJFS employee to violate ORC 102.03, 2921.42, or 2921.43.
- d. SUBGRANTEE agrees that SUBGRANTEE, its officers, employees, and members have not nor will they acquire any interest, whether personal, business, direct or indirect, that is incompatible, in conflict with, or would compromise the discharge and fulfillment of SUBGRANTEE's functions and responsibilities under this Agreement. If SUBGRANTEE, its officers, employees, or members acquire any incompatible, conflicting, or compromising interest, SUBGRANTEE agrees it will immediately disclose the interest in writing to the ODJFS Chief Legal Counsel at 30 East Broad Street, 31<sup>st</sup> Floor, Columbus, Ohio 43215. SUBGRANTEE further agrees that the person with the conflicting interest will not participate in any Subgrant activities until ODJFS determines that participation would not be contrary to public interest.

**4. Lobbying Restrictions.**

- a. SUBGRANTEE affirms that no federal funds paid to SUBGRANTEE by ODJFS through this Agreement or any other agreement have been or will be used to lobby Congress or any federal agency in connection with a particular contract, grant, cooperative agreement or loan. SUBGRANTEE further affirms compliance with all federal lobbying restrictions, including 31 USC 1352. If this Subgrant exceeds One Hundred Thousand and 00/100 Dollars (\$100,000.00), SUBGRANTEE affirms that it has executed and filed the Disclosure of Lobbying Activities standard form LLL, if required by federal regulations.
- b. SUBGRANTEE certifies compliance with the Ohio executive agency lobbying restrictions contained in ORC 121.60 through 121.69.

- 5. Child Support Enforcement.** SUBGRANTEE agrees to cooperate with ODJFS and any child support enforcement agency in ensuring that SUBGRANTEE and its employees meet child support obligations established by state and federal law including present and future compliance with any court or valid administrative order for the withholding of support issued pursuant to the applicable Sections of ORC Chapters 3119, 3121, 3123, and 3125.

6. **Pro-Child Act.** If any Subgrant activities call for services to minors, SUBGRANTEE agrees to comply with the Pro-Children Act of 1994; Public Law 103-277, Part C – Environment Tobacco Smoke that requires smoking to be banned in any portion of any indoor facility owned, leased, or contracted by an entity that will routinely or regularly use the facility for the provision of health care services, day care, library services, or education to children under the age of 18.
7. **Drug-Free Workplace.** SUBGRANTEE, its officers, employees, members, any subgrantees and/or any independent contractors (including all field staff) associated with this Agreement agree to comply with all applicable state and federal laws, including, but not limited to, 41 USC Chapter 10, regarding a drug-free workplace. SUBGRANTEE will make a good faith effort to ensure that none of SUBGRANTEE's officers, employees, members, or subgrantees will purchase, transfer, use, or possess illegal drugs or alcohol or abuse prescription drugs in any way while working or while on public property.
8. **Work Programs.** SUBGRANTEE agrees not to discriminate against individuals who have or are participating in any work program administered by any county department of Job and Family Services under ORC Chapter 5101 or 5107.
9. **MBE/EDGE.** Pursuant to the Governor's Executive Order 2008-13S, SUBGRANTEE agrees to purchase goods and services under this Agreement from certified Minority Business Enterprise (MBE) and Encouraging Diversity, Growth, and Equity (EDGE) vendors whenever possible. SUBGRANTEE agrees to encourage any of its subgrantees or subcontractors to purchase goods and services from certified MBE and EDGE vendors. In accordance with 2 CFR 200.321, SUBGRANTEE agrees to take affirmative steps to assure that minority businesses, women's business enterprises and labor surplus area firms are used when possible.
10. **Expenditure of Public Funds for Offshore Services—Executive Order Requirements.**
  - a. SUBGRANTEE certifies that by executing this Agreement, it has reviewed, understands, and will abide by the Governor's Executive Order 2011-12K and shall abide by those requirements in the performance of this Agreement, and shall perform no services required under this Agreement outside of the United States.
  - b. Prior to performing any services, and when there is a change in the location of any services provided under this Agreement, SUBGRANTEE must disclose:
    - (1) The location(s) where all services will be performed by SUBGRANTEE or any subcontractor;
    - (2) The location(s) where any state data associated with any of the services through this Agreement will be accessed, tested, maintained, backed-up, or stored; and
    - (3) The principal location of business for SUBGRANTEE and all subcontractors.
  - c. SUBGRANTEE also affirms, understands, and agrees to immediately notify ODJFS of any change or shift in the location(s) of services performed by SUBGRANTEE or its subcontractors under this Agreement, and no services shall be changed or shifted to a location outside of the United States.
  - d. **Termination, Sanction, Damages:** ODJFS is not obligated and shall not pay for any services provided under this Agreement that SUBGRANTEE or any of its subcontractors performed outside of the United States. If services are performed outside of the United States, this will be treated as a material breach of the Agreement, and SUBGRANTEE shall immediately return to ODJFS all funds paid for those services.

In addition, if SUBGRANTEE or any of its subcontractors perform any such services outside of the United States, ODJFS may, at any time after the breach, terminate this Agreement for such breach, upon written notice to SUBGRANTEE. If ODJFS terminates the Agreement, ODJFS may buy substitute services from a third party, and may recover the additional costs associated with acquiring the substitute services.

11. **Combating Trafficking in Persons.**
  - a. SUBGRANTEE agrees that it is in compliance with the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 USC 7104), see 2 CFR Part 175, in which "the United States Government has adopted a zero-tolerance policy regarding trafficking in persons." The provisions found in 2 CFR Part 175, are hereby incorporated into this Agreement by reference.
  - b. SUBGRANTEE, its employees, its subgrantees, its subcontractors, or subcontractors' employees are prohibited from: engaging in severe forms of trafficking in persons during the period of performance of the Agreement; procuring commercial sex acts during the period of performance of the Agreement; or using forced labor in the performance of the Agreement.
  - c. SUBGRANTEE agrees that it shall notify, and require all of its subgrantees or subcontractors to notify, its employees of the prohibited activities described in the preceding paragraph; and
  - d. ODJFS has the right to immediately and unilaterally terminate this Agreement, without penalty, if any provision in this Section is violated. ODJFS may implement Section 106 (g) of the TVPA.
12. **Civil Rights Assurance.** The SUBGRANTEE hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.) and the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.).
13. **Clean Air Act and Federal Water Pollution Control Act.** SUBGRANTEE agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the United States Environmental Protection Agency (USEPA) and ODJFS.
14. **Rights to Inventions.** If applicable, if any products or services provided under this Agreement meet the definition of "funding agreement" under 37 CFR 401.2(a), and SUBGRANTEE enters into a contract or subgrant with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the SUBGRANTEE must comply with the requirements of 37 CFR Part 401, and any implementing regulations issued by the federal awarding agency.
15. **Certification of Compliance.** SUBGRANTEE certifies that it is in compliance with all other applicable federal and state laws, regulations, and rules and will require the same certification from its subgrantees or subcontractors.

#### ARTICLE X. MISCELLANEOUS PROVISIONS

- A. **Independent Contractor.** SUBGRANTEE agrees that no agency, employment, joint venture, or partnership has been or will be created between ODJFS and SUBGRANTEE. SUBGRANTEE further agrees that as an independent contractor, it assumes all responsibility for any federal, state, municipal or other tax liabilities along with workers compensation, unemployment compensation and insurance premiums that may accrue as a result of funds received pursuant to this Agreement. SUBGRANTEE agrees that it is an independent contractor for all purposes including, but not limited to, the application of the Fair Labor Standards Act, the Social Security Act, the Federal Unemployment Tax Act, the Federal Insurance Contribution Act, provisions of the Internal Revenue Code, Ohio tax law, Workers Compensation law, and Unemployment Insurance law.
- B. **Limitation of Liability.** SUBGRANTEE's sole and exclusive remedy for any ODJFS failure to perform under this Agreement will be an action in the Ohio Court of Claims pursuant to ORC Chapter 2743 that will be subject to the limitations set forth in this ARTICLE. In no event will ODJFS be liable for any indirect or consequential damages, including loss of profits, even if ODJFS knew or should have known of the possibility of such damages. To the extent that ODJFS is a party to any litigation arising out of or relating in



any way to this Agreement or the performance thereunder, such an action shall be brought only in a court of competent jurisdiction in Franklin County, Ohio. Subject to ORC 109.02, SUBGRANTEE agrees to defend ODJFS against any such claims or legal actions if called upon by ODJFS to do so.

- C. **Infringement of Patent or Copyright.** To the extent allowable by law and subject to ORC 109.02, SUBGRANTEE agrees to defend any suit or proceeding brought against ODJFS, any official or employee of ODJFS acting in his or her official capacity, or the State of Ohio due to any alleged infringement of patent or copyright arising out of the performance of this Agreement, including all work, services, materials, reports, studies, and computer programs provided by SUBGRANTEE. ODJFS will provide prompt notification in writing of such suit or proceeding; full right, authorization, and opportunity to conduct the defense thereof; and full disclosure of information along with all reasonable cooperation for the defense of the suit. ODJFS may participate in the defense of any such action. SUBGRANTEE agrees to pay all damages and costs awarded against ODJFS, any official or employee of ODJFS in his or her official capacity, or the State of Ohio as a result of any suit or proceeding referred to in this section. If any information and/or assistance are furnished by ODJFS at SUBGRANTEE's written request, it is at SUBGRANTEE's expense. If any of the materials, reports, or studies provided by SUBGRANTEE are found to be infringing items and the use or publication thereof is enjoined, SUBGRANTEE agrees to, at its own expense and at its option, either procure the right to publish or continue use of such infringing materials, reports, or studies; replace them with non-infringing items of equivalent value; or modify them so that they are no longer infringing. The obligations of SUBGRANTEE under this section survive the termination of this Agreement, without limitation.
- D. **Liens.** SUBGRANTEE will not permit any lien or claim to be filed or prosecuted against ODJFS or the State of Ohio because of any labor, services, or materials furnished. If SUBGRANTEE fails, neglects, or refuses to make prompt payment of any claims for labor, services, or materials furnished to SUBGRANTEE in connection with this Agreement, ODJFS or the State of Ohio may, but is not obligated to, pay those claims and charge the amount of payment against the funds due or to become due to SUBGRANTEE under this Agreement.
- E. **Delay.** Neither party will be liable for any delay in its performance that arises from causes beyond its control and without its negligence or fault. The delaying party will notify the other promptly of any material delay in performance and will specify in writing the proposed revised performance date as soon as practicable after notice of delay. The delaying party must also describe the cause of the delay and its proposal to remove or mitigate the delay. Notices will be sent pursuant to ARTICLE VI. In the event of excusable delay, the date of performance or delivery of products may be extended by amendment, if applicable, for a time period equal to that lost due to the excusable delay. Reliance on a claim of excusable delay may only be asserted if the delaying party has taken commercially reasonable steps to mitigate or avoid the delay. Items that are controllable by SUBGRANTEE's subcontractor(s) will be considered controllable by SUBGRANTEE, except for third-party manufacturers supplying commercial items and over whom SUBGRANTEE has no legal control. The final determination of whether an instance of delay is excusable lies with ODJFS in its discretion.
- F. **Risk Assessment.** In accordance with 2 CFR 200.331 and 2 CFR 200.207, ODJFS as a pass-through entity evaluates SUBGRANTEE's risk of noncompliance with federal statutes, regulations, and the terms and conditions of the subaward. If deemed required, SUBGRANTEE agrees to comply with specific conditions and monitoring requirements posed by ODJFS to ensure proper accountability and compliance with program requirements and achievement of performance goals.
- G. **Counterpart.** This Agreement may be executed in one, or more than one counterpart and each executed counterpart shall be considered an original, provided that such counterpart is delivered to the other party by facsimile, mail courier or electronic mail, all of which together shall constitute one and the same agreement.

#### ARTICLE XI. CONSTRUCTION

This Agreement will be governed, construed, and enforced in accordance with the laws of the State of Ohio. Should any portion of this Agreement be found unenforceable by operation of statute or by administrative or judicial decision, the remaining portions of this Agreement will not be affected as long as the absence of the illegal or unenforceable provision does not render the performance of the remainder of the Agreement impossible.

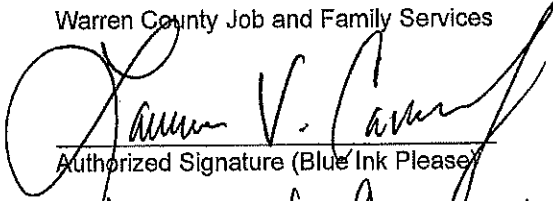
OHIO DEPARTMENT OF JOB AND FAMILY SERVICES  
SUBGRANT AGREEMENT

SIGNATURE PAGE

G-1819-17-0772

THE PARTIES HAVE EXECUTED THIS SUBGRANT AGREEMENT AS OF THE DATE OF THE SIGNATURE OF THE DIRECTOR OF THE OHIO DEPARTMENT OF JOB AND FAMILY SERVICES.

Warren County Job and Family Services

  
Authorized Signature (Blue Ink Please)

Lauren V. Caranagh  
Printed Name

2/6/2019  
Date

Ohio Department of Job and Family Services

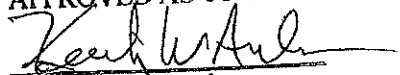
  
Kimberly L. Hall, Director

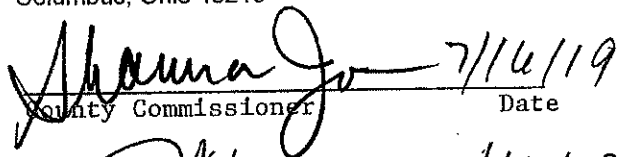
2/20/2019  
Date

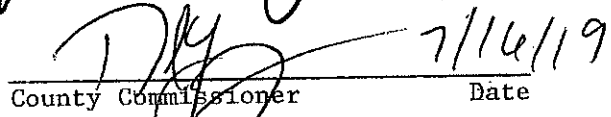
416 South East Street  
Lebanon, Ohio 45036

30 East Broad Street, 32nd Floor  
Columbus, Ohio 43215

APPROVED AS TO FORM

  
Keith W. Anderson  
Asst. Prosecuting Attorney

  
County Commissioner Date 7/16/19

  
County Commissioner Date 7/16/19

County Commissioner Date

# Resolution

Number 19-0924

Adopted Date July 16, 2019

APPROVE PROFESSIONAL SERVICE AGREEMENT WITH THE CLERMONT COUNTY MENTAL HEALTH AND RECOVERY BOARD, ON BEHALF OF THE AREA 12 WORKFORCE DEVELOPMENT BOARD

WHEREAS, the Area 12 Workforce Development Board of Butler, Clermont and Warren Counties received funds from the US Department of Labor Opioid Trade and Economic Transition National Dislocated Worker Emergency Grant; and

WHEREAS, the Area 12 Workforce Development Board of Butler, Clermont and Warren Counties requests that the Warren County Board of Commissioners enter into an agreement with the Clermont County Mental Health and Recovery Board located at 2237 Clermont Center Drive, Batavia, OH 45103;

NOW THEREFORE BE IT RESOLVED that the Board of Warren County Commissioners does hereby approve and shall execute an agreement with the Provider in order to secure the aforesaid services for the amount not to exceed \$286,892.00, copy of said agreement is attached hereto and made a part hereof.

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

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

Resolution adopted this 16<sup>th</sup> day of July 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a – Clermont County Mental Health and Recovery Board  
Workforce Investment Board (file)

## AGREEMENT FOR PROFESSIONAL SERVICES

This Subgrant Agreement (Agreement) is entered into, by and between the **Board of Commissioners of Warren County, Ohio (hereinafter referred to as "County")**, on behalf of the **Workforce Investment Board of Butler | Clermont | Warren located at 406 Justice Drive, Lebanon, Ohio 45036 (hereinafter referred to as "WIBBCW")** for outreach and recruitment services with the **Clermont County Mental Health and Recovery Board, located at: 2337 Clermont Center Drive, Batavia, OH 45103 (hereinafter referred to as "the Subgrantee")**.

For purposes of this Agreement, funds provided hereunder are "Subgrant" funds from the Opioid Trade and Economic Transition National Dislocated Worker Grant. The subgrantee is the "subrecipient" as those terms are defined in the United States Office of Management and Budget (OMB) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, hereafter referred to as the "OMB Omni-Circular", Title 2, Part 200 of the Code of Federal Regulations (CFR), and as defined in the United States Department of Labor (DOL) exceptions, in 2 CFR 2900. The subgrantee is also the party identified in Section 107(d)(12)(B)(i)(II) of WIOA as the entity accountable for the funding allocated under WIOA Sections 128 and 133 and this Agreement. In addition to other responsibilities specified herein, the subgrantee must have the responsibility to ensure that expenditures of subgrant funds are for allowable, reasonable, and necessary costs associated with the performance of workforce development activities for Butler and Clermont counties.

In consideration of promises herein below delineated, the parties do hereby agree as follows:

1. The County, on behalf of WIBBCW, retains the Subgrantee for the amount not to exceed \$286,892 to provide the outreach, engagement, assessment, referral and supportive services for the Trade and Economic Transition's Opioid Grant #2 National Emergency Grant (NEG). The County agrees to periodic review of the grant expenses, with necessary revisions to be made if mutually agreed upon.
2. The Subgrantee represents that it has sufficient training, expertise, staffing and experience with outreach, engagement, recruitment and knowledge in providing basic career services.
3. The Subgrantee agrees to follow the Implementation of Workforce Development Services under the Trade and Economic Transition National Dislocated Worker Grant (opioid Transition Grant) (WIOA Policy letter WIOAPL 18-02)).
4. The subgrantee will provide the following basic career services to dislocated workers:
  - Outreach/intake
  - Basic information about, and services available through, the workforce development delivery system;
  - Workforce and labor market information, which may be found on

OhioMeansJobs.com.

- Referrals to and coordination of activities with other programs and services, including the employment, education and training-related programs and services within the OhioMeansJobs delivery system and, in appropriate cases, other workforce development programs;
  - Provision of information, in usable and understandable formats and languages, relating to the availability of supportive services or assistance.
5. The Subgrantee agrees to utilize the ODJFS form JFS 13186 to pre-screen for the following:
- Dislocated Workers who have a history of opioid use, or have a friend or a family member with a history of opioid use; and
  - Dislocated workers seeking to enter or transition into professions that could impact the causes and treatment of the opioid crisis (addiction treatment, mental health, and pain management).
6. The Subgrantee agrees to deliver the following career services:
- Collect, organize and analyze information about individuals through interviews and other sources, to screen for potential eligibility for the Trade and Economic Transition Opioid Special Grant;
  - Assist with program enrollment including, if needed, accompanying participants to OMJ intake appointments;
  - Partner with BEST-Business & Employer Solutions Team to build collaborations, partnerships and connections with area businesses/employers;
  - Build collaborations, partnerships and connections with area community agencies, including attending appropriate community meetings within the workforce development area, both solely and in collaboration with OMJ and Emerging Workforce (Youth) leadership;
  - Work with local substance use disorder treatment providers, employers, community resource agencies and local chambers of Commerce to identify individuals eligible for the Trade and Economic Transition Opioid Special Grant and its services;
  - Sustain a constructive network between OMJ|Butler and OMJ|Clermont staff, JFS|Butler and JFS|Clermont staff and the Greater Cincinnati Behavioral Health Services (GCB) staff to determine the client suitability for program participation;
  - Collaborate with the Workforce Investment Board of Butler|Clermont|Warren (WIBBCW) to compile and study occupational, educational, and economic information to assist in the development of community resources and employer relationships;
  - Assist individuals in understanding and overcoming barriers to employment, evaluate the need for supportive services, and link clients to appropriate resources.

- Assist OMJ|Butler and OMJ|Clermont in meeting or exceeding both qualitative and quantitative planned participation goals and outcomes, as outlined in the Local Area Plan.

The supportive services may only be provided to Butler and Clermont County participants who are unable to obtain supportive services through other programs that provide supportive services, and in a manner necessary to enable individuals to begin participating in career and/or training services.

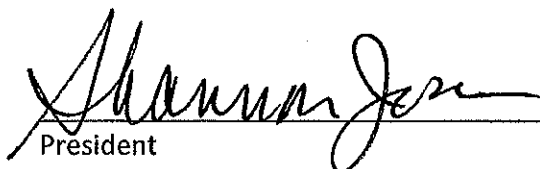
7. The Subgrantee will collaborate and refer participants that have been pre-screened eligible for WIOA funded career services to Butler and Clermont OhioMeansJobs centers for final approval and enrollment.
8. The Subgrantee will utilize the Internal Revenue Services (IRS) standard mileage rate reimbursement.
9. The Subgrantee agrees to provide WIBBCW with monthly reports that provide information regarding participants, outreach, partnering agencies and fiscal related items.
10. The Subgrantee agrees to participate in any monitoring and program audits. A copy of the audit report in accordance with the uniform guidelines, if applicable will be provide within 30 days of release. The subgrantee agrees to resolve any findings that may result in the report.
11. The Subgrantee will safeguard confidential information and participants' Personal Identifying Information found within the case files as well as any confidential information obtained during business customer interviews.
12. Any modifications to this contract must be in writing and executed by the parties prior to such change actually being effective. There will be no reimbursement for work outside the scope of this contract, or fees and expenses beyond the stated limit in paragraph 3 unless there is an approved written change order.
13. The Subgrantee agrees to comply with all WIBBCW policies, federal, state and local laws, statutes, regulations, ordinances and resolutions during the execution of the agreement.
14. As a part of the consideration of this contract, the Subgrantee represents that it has no outstanding tax liens of any type, real or personal, in the names of the company and /or its officers or partners. Further, the Subgrantee has made no contributions to County Elected Officials in violation of Chapter 35, Ohio Revised Code.
15. When appropriate, the County reserves the right to require of the subgrantee,

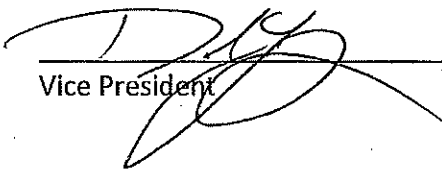
Subgrantees, sub-contractor or other persons involved in the provision of the services under this agreement, appropriate affidavits in accordance with Title 1311 of the Ohio Revised Code and the parties acknowledge that if any Subgrantee, sub-Subgrantee, laborer or material man remains unpaid that the County may, in lieu of payment directly to the Subgrantee, pay such Subgrantee, sub-contractor, laborer, material man in accordance with the money owed, any balance then being paid directly to the company.

16. If the Subgrantee fails to perform to the satisfaction of the County and WIBBCW, the County may give, or cause to be given, notices in writing to such Subgrantee whereupon the Subgrantee shall have thirty (30) days to remedy said performance. If after thirty (30) days following such notice, the Subgrantee has failed to remedy the performance to the County and or WIBBCW satisfaction, all rights of the Subgrantee under this agreement shall thereupon terminate, and services and expenses rendered by the Subgrantee shall be paid through the date of termination of the agreement. The parties further agree, that should the Subgrantee for any reason breach this agreement by failing to complete it, that the Subgrantee will be paid for services rendered to date less any costs or damages incurred by the Subgrantee, including re-awarding of the contract or necessary duplication of original work. Compensation shall not exceed the maximum amount of this agreement. All work shall be turned over to the WIBBCW in the event of termination of this agreement.
17. This agreement shall be construed in accordance with the laws of the State of Ohio and any action on the contract shall be venued in Warren County, Ohio. In the event that any court of competent jurisdiction should determine that any provision of this agreement is unenforceable or in any manner illegal, then such provision shall be deemed null and void and this contract shall be interpreted as if such provision had never been included and the exclusion of any such provision shall not be deemed a revocation or nullification of the agreement in its entirety.
18. This Contract for Professional Services shall be effective upon date of signature by all parties as indicated on the signature page through September 30, 2020.
19. Any waiver by the County of a breach of this contract shall not be construed as a waiver of any subsequent breach.
20. The invalidity or unenforceability of any provisions of this agreement shall not affect the validity of the remaining terms and conditions.

IN WITNESS WHEREOF, the parties have executed this agreement on the 16<sup>th</sup> day of July, 2019

WARREN COUNTY BOARD OF COMMISSIONERS

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Vice President

\_\_\_\_\_  
Commissioners

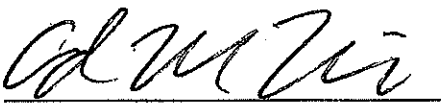
SUBGRANTEE: Clermont  
County Mental Health and  
Recovery Board

  
\_\_\_\_\_  
Signature

\_\_\_\_\_  
Executive Director


6/26/19  
\_\_\_\_\_  
Date

APPROVED AS TO FORM:

 6/28/19

~~Keith Anderson~~, Assistant Prosecuting Attorney  
Adam M. Nice

This Agreement was approved as to form by the Office of the Prosecuting Attorney of Clermont County, Ohio

By:   
Allan L. Edwards, Assistant Prosecuting Attorney

Date: 6-26-19



AFFIDAVIT OF NON COLLUSION

STATE OF Ohio  
COUNTY OF Clermont

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

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

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

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

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

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

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

Karen J. Scherra  
AFFIANT

Subscribed and sworn to before me this 26<sup>th</sup>  
June 20 19

Cynthia C. Knoblauch  
(Notary Public),

CLERMONT County.

My commission expires 2 - 7 - 20 24



CYNTHIA C. KNOBLAUCH  
NOTARY PUBLIC - OHIO  
MY COMMISSION EXPIRES 02/07/2024

# Resolution

Number 19-0925

Adopted Date July 16, 2019

## APPROVE AGREEMENT WITH EASTER SEALS TRISTATE, LLC, AS WIOA YOUTH SERVICE PROVIDER ON BEHALF OF THE AREA 12 WORKFORCE DEVELOPMENT BOARD

WHEREAS, the Area 12 Workforce Development Board requests that the Warren County Board of Commissioners (serving as the Administrative Entity for the Area 12 Workforce Development Board) enter into an agreement with Easter Seals TriState, LLC., 2901 Gilbert Avenue, Cincinnati, Ohio 45206 (hereafter "Provider") beginning on July 1, 2019 and ending on June 30, 2021 with options to renew for one (1) additional year period at Area 12 Workforce Development Board discretion, in order to provide services identified under this contract as WIOA In-School and Out-of-School Youth Program Services for Butler, Clermont and Warren Counties; and

NOW THEREFORE BE IT RESOLVED that the Board of Warren County Commissioners, on behalf of the Area 12 Workforce Development Board, does hereby approve and shall execute an agreement with the Provider in order to secure the aforesaid services and in furtherance of the agreement the Board authorizes WIOA expenditures not to exceed \$1,344,676 for fiscal year one ending June 30, 2020 and \$1,344,676 for fiscal year two ending June 30, 2021 for carrying out the services described in the agreement, Copy of agreement attached hereto and made a part hereof.

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

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

Resolution adopted this 16<sup>th</sup> day of July 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—Easter Seals LLC  
Area 12. WIB (file)

## Workforce Development Board | Butler • Clermont • Warren

### WIOA Youth Purchase of Service Subgrant Agreement

This Subgrant Agreement (hereinafter Agreement) is entered into by and between the Ohio Area 12 Workforce Development Board of Butler, Clermont and Warren Counties (hereinafter "WIBBCW"), through the Board of Warren County Commissioners, who has been designated as the Administrative Entity and Fiscal Agent and **Easterseals Tristate LLC**, (hereinafter "Provider"), with its main office located at **2901 Gilbert Avenue, Cincinnati, Ohio 45206**, whose for the purchase of **Workforce Innovations and Opportunities Act (WIOA) Youth** Services identified under Exhibit I, Services To Be Purchased.

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

This Agreement is made pursuant to a grant award to the Grantor by the Ohio Department of Labor, Office of Employment Training Administration and is not for research and development purposes. This grant award is under the authority of CFDA Number 17.259.

#### 1. TERM / AGREEMENT AMOUNT

This Agreement shall be effective from the date it is executed by the Board of County Commissioners of Warren County and shall remain in effect through June 30, 2021 inclusive, unless otherwise terminated or extended by formal amendment with an additional one (1) year option renewals at WIBBCW discretion.

WIBBCW acknowledges that Provider has or may have provided services contemplated by the terms of this Agreement commencing July 1, 2019. WIBBCW further acknowledges the receipt of and the obligation to reimburse Provider for such services upon presentation of timely and properly documented invoice(s), subject to ratification by the Board of County Commissioners of Warren County. No services provided prior to the commencement date shall be covered under the terms of this Agreement.

The maximum amount payable for this Agreement for fiscal year one ending June 30<sup>th</sup>, 2020 shall not exceed \$268,935 for in-school youth, and \$1,075,741 for out-of-school youth. The maximum amount payable for this Agreement for fiscal year two ending June 30<sup>th</sup>, 2021 shall not exceed \$268,935 for in-school youth, and \$1,075,741 for out-of-school youth.

The funding amount may increase or decrease during the subsequent years of operation based on the funds available, provider performance and provision of non-competitive bid services, including but not limited to Framework and Pre-Enrollment activities.

#### 2. SCOPE OF SERVICE

Subject to terms and conditions set forth in this Agreement and Exhibits (such Exhibits are deemed to be a part of this Agreement as fully as if set forth herein), Provider agrees to perform the services as described in Exhibit I, Request for Proposal, and Exhibit II, Provider's Proposal and Exhibit III Budget.

This Agreement is conditioned upon federal, state, and/or local policy and regulation. If, during any stage during this Agreement policy changes occur that would impact how and what services are provided, the WIBBCW/county reserves the right to re-negotiation and/or terminate concurrent with the notice of the policy change. The determination to re-negotiation and/or terminate is made at the sole discretion of the WIBBCW.

### 3. EXHIBITS

Subject to terms and conditions set forth in this Agreement and the attached exhibits (such exhibits are deemed to be a part of this Agreement as fully as if set forth herein), Provider agrees to perform the WIOA Youth Services as more particularly described in Exhibit I, Request for Proposal, and Exhibit II – Provider's Proposal. The parties agree that a billable unit of service is defined in Exhibit I, Request for Proposal and Exhibit II, the Providers Proposal for the In School and Out of School Youth Services.

#### A. Exhibits for this Agreement are as follows:

1. Exhibit I – Request for Proposal;
2. Exhibit II – Provider's Proposal;
3. Exhibit III – Proposed Budget.

#### B. Order of Precedence

This Agreement is based upon Exhibits I through III as defined in 2. EXHIBITS above. This Agreement and all exhibits are intended to supplement and complement each other and shall, where possible, be so interpreted. However, if any provisions of this Agreement irreconcilably conflict with an exhibit, this Agreement takes precedence over the exhibits. In the event there is an inconsistency between the exhibits, the inconsistency will be resolved in the following order:

1. Exhibit I – Request for Proposal;
2. Exhibit II – Provider's Proposal;
3. Exhibit III – Budget.

#### C. Provider Responsibility:

1. Provider will carry out any services or activities duties that are determined necessary by the WIBBCW staff and Board to comply with local, state, and federal requirements, including assisting WIBBCW efforts to become a high-performing workforce area.
2. Provider ensures that they will carry out services listed in the WIBBCW Request for Proposals as described in Exhibit I.
3. Provider will coordinate and oversee all aspects of the services and activities described in Exhibit II, Provider's Response to WIBBCW's Request for Proposals in carrying out the services purchased under this Agreement.
4. Provider will ensure that the WIBBCW-Negotiated Local Indicators of Performance for WIOA Youth are met.
5. As a subrecipient of federal funds, Provider hereby specifically acknowledges its obligations relative to the funds provided under this Agreement pursuant to Ohio Department of Jobs and Family Services (ODJFS), WIBBCW and federal WIOA policies.
6. Provider is required to submit monthly and quarterly reports, as directed by WIBBCW staff and the WIBBCW Emerging Workforce Committee.

WIBBCW reserves the right to withhold payment until such time as the requested and/or required reports are received.

8. Provider will use the tools, materials, and technologies directed by ODJFS requirements and WIBBCW policy, such as Ohio Workforce Case Management System (OWCMS), County Finance Information System (CFIS), OMJ-branded materials, etc.

#### **4. NON-EXCLUSIVE**

- A. This is a non-exclusive Agreement, and WIBBCW may purchase the same or similar items or services from other Providers at any time during the term of this Agreement. Provider acknowledges that, by entering into this Agreement, WIBBCW is not making any guarantees or other assurances as to the extent, if any, that WIBBCW will utilize Provider's services or purchase its goods.
- B. This Agreement in no way precludes, prevents, or restricts Provider from obtaining and working under additional contractual arrangement(s) with other parties, so long as such additional contractual work does not impede Provider's ability to perform the services required under this Agreement.

#### **5. AVAILABILITY OF FUNDS**

- A. This Agreement is conditioned upon the availability of federal, state or local funds which are appropriated or allocated for payment of this Agreement.
- B. If funds are reallocated in lesser quantities than the initial allocation, WIBBCW may reduce the scope of service purchased and/or reduce the total agreement dollars. If funds are not allocated or available for the continuance of the function performed by Provider hereunder, the products or services directly involved in the performance of that function may be terminated by WIBBCW at the end of the period for which funds are available. WIBBCW will notify Provider at the earliest possible time of any product or services which will or may be affected by a shortage of funds.
- C. No penalty shall apply to WIBBCW in the event this provision is exercised and WIBBCW shall not be obligated or liable for any future payments due or for any damages as a result of termination or reduction under this section.

#### **6. AMENDMENT**

- A. This Agreement may be amended, upon agreement of both parties, by a written document signed by a duly authorized representative of each of the parties. Any such modification shall be attached hereto and become a part hereof and shall be executed in the same fashion as the original.
- B. WIBBCW reserves the right to amend or renegotiate the Agreement if the requirements of the program are substantially changed by ODJFS or federal government, thereby necessitating changes to the program delivery structure to ensure compliance with the rules and regulations governing the administration of the program.

C. Terms of the agreement may not be amended after the lapse or termination.

## **7. TERMINATION**

- A. This Agreement may be terminated by either party upon notice, in writing, delivered to the other party prior to the effective date of termination with sixty (60) day written notice.
- B. Should Provider become unable to complete the work requested in this Agreement for any reason, such work as Provider has completed upon the date of its inability to continue the terms of this contract, shall become the property of WIBBCW. Upon WIBBCW request, Provider shall furnish a report including, but not limited to, a description of the status of all work under this contract, results, and conclusions resulting therefrom.
- C. Should Provider become unable to provide the services agreed to in this contract for any reason or if Provider otherwise materially breaches this Agreement, such services as Provider has provided upon the date of its inability to continue the terms of this Agreement shall be eligible to be billed and paid according to the provisions of Exhibit III, Budget subject to any claim or setoff by WIBBCW for overpayment or other causes.
- D. WIBBCW shall not be liable to tender and/or pay to Provider any further compensation after the date of Provider's inability to complete the terms hereof, which date shall be the date of termination, unless extended upon request by WIBBCW.
- E. Notwithstanding the above, Provider shall not be relieved of liability to WIBBCW for damages sustained by WIBBCW by virtue of any breach of the Agreement by Provider. WIBBCW may withhold any compensation due Provider for the purpose of off-set until such time as the amount of damages due WIBBCW from Provider is agreed upon or determined by court order and an agreement for payment thereof is executed by the parties in writing.

## **8. PUBLIC RECORD**

- A. This Agreement is a matter of public record under the laws of the State of Ohio. Provider agrees to make copies of this Agreement promptly available to any requesting party. Upon request made pursuant to Ohio law, WIBBCW shall make available the Agreement and all public records generated as a result of this Agreement.
- B. By entering into this Agreement, Provider acknowledges and understands that the records maintained by Provider pursuant to this Agreement may be deemed public records and subject to disclosure under Ohio law.

## **9. INSURANCE**

Provider agrees to procure and maintain for the duration of this Agreement the following insurance: insurance against claims for injuries to persons or damage to property which may arise from or in connection with Provider's products or services as described in this Agreement; auto liability; professional liability (errors and omissions) and umbrella/excess insurance. Further, Provider shall procure and maintain for the duration of this Agreement Workers Compensation coverage. The cost of the insurance shall be borne by Provider. Insurance shall be purchased from a company licensed to provide insurance in Ohio. Insurance is to be placed with an insurer provided an A.M. Best rating of no less than A; VII. Provider shall purchase the following coverage and minimum limits:

- A. **Commercial general liability** insurance policy with coverage contained in the most current Insurance Services Office Occurrence Form CG 00 01 or the equivalent with limits of at least one million dollars (\$1,000,000.00) per occurrence and three million dollars (\$3,000,000.00) in the aggregate and at least one hundred thousand dollars (\$100,000.00) coverage in legal liability fire damage. Coverage shall include:
- Additional insured endorsement;
  - Product liability;
  - Blanket contractual liability;
  - Broad form property damage;
  - Severability of interests; and
  - Joint venture as named insured (if applicable).
- B. **Endorsements** for physical abuse claims and for sexual molestation claims at a minimum of three hundred thousand dollars (\$300,000.00) per occurrence and one million dollars (\$1,000,000.00) in the aggregate.
- C. **Business auto liability** insurance of at least one million dollars (\$1,000,000.00) combined single limit on all owned, non-owned, leased and hired automobiles. If the Agreement contemplates the transportation of WIBBCW clients and Provider provides this service through the use of its employees' privately-owned vehicles, then Provider's Business Auto Liability insurance shall be excess to the employees' privately owned vehicle insurance and shall provide coverage above its employees' privately owned vehicle coverage. Provider's business auto liability policy shall be endorsed to provide this coverage.
- Provider shall not allow anyone to transport WIBBCW clients who currently has five (5) or more points on his or her license, has a conviction for driving while under the influence of alcohol or drugs, or is not insured by a policy with coverage that meets or exceeds the limits specified in the preceding paragraph.
- D. **Professional liability** (error and omission) insurance of at least one million dollars (\$1,000,000.00) per claim and in the aggregate.
- E. **Umbrella and excess liability** insurance policy with limits of at least one million dollars (\$1,000,000.00) per occurrence and in the aggregate, above the commercial general, professional liability and business auto primary policies and containing the following coverage:
- Additional insured endorsement;
  - Pay on behalf of wording;
  - Concurrency of effective dates with primary;
  - Blanket contractual liability;
  - Punitive damages coverage (where not prohibited by law);
  - Aggregates: apply where applicable in primary;
  - Care, custody and control – follow form primary;
  - Drop down feature.
- F. **Workers' Compensation**
- Provider shall have current worker's compensation insurance at the statutory limits as required by the Ohio Revised Code. Maintenance of the proper insurance for the duration of the Agreement must be maintained and recorded by the Provider. Any/all subcontractors are subject to the same worker's compensation insurance requirements contained within this Agreement.

## 10. INDEMNIFICATION

- A. Provider agrees to protect, defend, indemnify and hold harmless the Warren County Board of County Commissioners and WIBBCW and their members, officials, employees, agents and volunteers (the Indemnified Parties) from and against all damages, liability, losses, claims, suits, actions, administrative proceedings, regulatory proceedings/hearings, judgments and expenses, subrogation (of any party involved in the subject of this Agreement), attorneys' fees, court costs, defense costs or other injury or damage (collectively "Damages"), whether actual, alleged or threatened, resulting from injury or damages of any kind whatsoever to any business, entity or person (including death), or damage to property (including destruction, loss of, loss of use of resulting without injury, damage or destruction) of whatsoever nature, arising out of or incident to in any way, performance of the terms of this Agreement including, without limitation, by Provider, its subcontractor(s), Provider's or its subcontractor(s) officers, employees and agents, assigns, and those designated by Provider to perform the work or services encompassed by the Agreement.
- B. Provider agrees to pay all damages, costs and expenses of the Indemnified Parties in defending any action arising out of the aforementioned acts or omissions.
- C. Government entity providers subject to legally imposed limits on indemnification shall indemnify to the extent of their insurance coverage as required in Section 9 and their self-insured retention.

## 11. ASSIGNMENT AND SUBCONTRACTING

The parties expressly agree that this Agreement shall not be assigned by Provider without the prior written approval of WIBBCW.

- A. Provider shall not subcontract any of the services agreed to in this Agreement without the express written consent of WIBBCW. All subcontracts are subject to the same terms, conditions, and covenants contained within this Agreement.
- B. Provider is responsible for making direct payment to all subcontractors for any and all services provided by such subcontractor.
- C. Provider shall enter into a binding legal contract or written agreement with any/all approved subcontractors and shall provide a copy of said contracts to WIBBCW within ten (10) business days of contract execution.
- D. Provider shall monitor any approved subcontractors to assure all requirements under this Agreement are being met. Provider shall notify WIBBCW within five (5) business days when Provider learns that any subcontractor is out of compliance or unable to meet Agreement requirements. Should this occur, Provider shall immediately implement a process whereby either the subcontractor is immediately brought into compliance or the subcontractor's Agreement with Provider is terminated. Provider shall provide WIBBCW with written documentation regarding how compliance will be achieved. In the event of termination of a subcontractor, Provider shall notify WIBBCW of subcontractor's termination and shall make recommendations to WIBBCW of a replacement subcontractor. All replacement subcontractors are subject to the prior written consent of WIBBCW.



- E. Notwithstanding any other provisions of this Agreement that affords Provider an opportunity to cure a breach, Provider agrees that the assignment of any portion of this Agreement or use of any subcontract without the prior written approval WIBBCW is grounds for WIBBCW to terminate this Agreement upon delivery of written notice.

## **12. INDEPENDENT SUBGRANTEE STATUS**

- A. Provider and WIBBCW intend that a grantee / sub grantee relationship be created by this Agreement, and nothing herein shall be construed as creating an employer/employee relationship, partnership, joint venture, or other business group or concerted action.
- B. Provider shall pay all wages, salaries, retirement plan payments and other amounts due its employees in connection with this Agreement and Provider shall make appropriate filings with the taxing authorities to account for and make all payments required by the local, state, and federal authorities to include income tax, social security, and Medicare payments for Provider and any person(s) employed by Provider.
- C. Provider shall be responsible for all reports and obligations relating to social security, income tax withholding, unemployment compensation, workers' compensation, and similar matters.
- D. Provider further agrees to indemnify and hold harmless WIBBCW from any and all claims made to or by the above-mentioned taxing authorities resulting from or related to the performance of this Agreement. However, if WIBBCW determines that taxes should be withheld, WIBBCW reserves the right to unilaterally withhold, as appropriate, and to notify Provider accordingly.
- E. Since Provider and WIBBCW are contracting parties independent of one another, neither has the authority to bind the other to any third person or otherwise to act in any way as the representative of the other, unless otherwise expressly agreed to in writing signed by both parties hereto. Provider covenants to expressly indicate to any third-party vendor who is or may be doing business with WIBBCW that it has no authority to bind WIBBCW.

## **13.. BREACH OR DEFAULT OF AGREEMENT; WAIVER**

- A. Upon breach or default of any of the provisions, obligations, or duties embodied in this Agreement, WIBBCW may exercise any and all available administrative, contractual, equitable or legal remedies, without limitation. The waiver of any occurrence of breach or default is not a waiver of subsequent occurrences, and WIBBCW retains the right to exercise all remedies mentioned herein.
- B. Any waiver by either party of any provision or condition of this Agreement shall not be construed or deemed to be a waiver of any other provision or condition of this Agreement, nor a waiver of a subsequent breach of the same provision or condition. Provider waiver requests shall be submitted in writing to the WIBBCW Director or his/her designee. WIBBCW will respond to waiver requests within ten (10) business days.
- C. In the event of repeated waiver requests both parties agree to meet, at the request of either party, to discuss a possible amendment to the terms of the Agreement.

## **14. SEVERABILITY**

If any term or provision of this Agreement or the application thereof to any person or circumstance shall to any extent be held invalid or unenforceable, the remainder of this Agreement or the application of such

term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

## 15. CONFIDENTIALITY

- A. Provider shall maintain the confidentiality of all WIBBCW clients and shall comply with all federal and state laws applicable to WIBBCW and/or clients of WIBBCW concerning the confidentiality of WIBBCW clients.
- B. Provider agrees that the use or disclosure of information, systems or records concerning WIBBCW clients for any purpose not directly related to the administration of this Agreement is prohibited and access to the identities of any WIBBCW clients shall be limited to that which is necessary for the purpose of performing Provider's responsibilities under this Agreement.
- C. No information on clients served will be released for research or other publication without the express written consent of the WIBBCW Administrator or his designee.

## 16. RECORDS

- A. Provider shall practice generally accepted accounting practices and procedures and maintain accurate records, reports, payrolls, etc., which sufficiently and properly reflect all direct costs of any nature incurred by Provider in the performance of this Agreement.
- B. Provider shall maintain, protect and preserve in a secure and safe manner all records relating to the services provided and/or used in the administration of the program, including, but not limited to, client records, eligibility determination records, financial records, census records, and documentation of legal compliance with Ohio Administrative Code rules for a minimum of three (3) years after final payment is made under this Agreement.
- C. Records shall be made available at all reasonable times for audit and/or review by duly authorized WIBBCW personnel, Fiscal Agent, Board of County Commissioners of Warren County, State of Ohio (including, but not limited to, ODJFS, Auditor of the State of Ohio, Inspector General or duly appointed law enforcement officials) and agencies of the United States Government for a minimum of three (3) years after final payment is made under this Agreement. If an audit of any nature is initiated during this time period, Provider shall retain such records until the audit is concluded and all issues resolved.
- D. Provider shall assure the maintenance of all records for a like period of time that are in the possession of any third-party performing work related to this Agreement, unless otherwise directed by WIBBCW.
- E. Provider shall not use any information, systems or records made available to it for any purpose other than to fulfill the Agreement duties specified herein without the express written consent of WIBBCW.

## 17. UNIT RATES

- A. When Exhibits I and/or II of this Agreement identify the service to be provided as a purchase of services in **units of service**, or the authorization issued by WIBBCW is to provide a specific number of units of service, it is the responsibility of Provider to determine the number of units

approved and to monitor the number of allowable units of services authorized by WIBBCW under this Agreement which have been used: (1) individually and (2) collectively. If Provider offers services collectively or individually in excess of the agreement limits for the units authorized by WIBBCW for an individual client or for all clients without prior approval by WIBBCW, Provider shall bear the cost of the services provided.

- B. If Provider feels there is a need for additional units of service in individual cases or for the Agreement as a whole, it is the responsibility of Provider to obtain written approval from WIBBCW administration prior to providing the additional units of service. Lack of diligence in securing such approval in advance shall not operate to the financial prejudice of WIBBCW and thus WIBBCW shall not be obligated to approve or pay for any services provided in excess of those it has authorized.
- C. Should WIBBCW agree to an increase in the authorized number of units of service, amendment language will be formulated by WIBBCW for incorporation into the Agreement via WIBBCW's amendment process. No agreement modifications shall become effective until they are formally amended per Agreement Section 6 – Amendment.

## **18. REIMBURSEMENT**

The compensation or reimbursement is the full payment for services. No fees or additional cost shall be charged to any Consumer for the Agreement service without expressed WIBBCW approval. Such approval must be made by way of an Agreement amendment

- A. Provider agrees to follow the following standards for financial management systems: Providers and its subcontractor(s) will comply with the requirements of 45 CFR 74.21 and 45 CFR 92.20, including but not limited to:
  - Fiscal and accounting procedures;
  - Accounting records;
  - Internal control over cash, real and personal property, and other assets;
  - Budgetary control to compare actual expenditures or outlays to budgeted amounts;
  - Source documentation; and
  - Cash management.
- B. Provider warrants that a separate General Ledger account has been established and will be maintained for the revenue and expenses of this Agreement program.
- C. WIBBCW agrees to compensate Provider in accordance with the rates outlined in Agreement Exhibit II, Reimbursement Policy, for the services performed by Provider.
- D. Provider warrants that claims made to WIBBCW for payment of services provided shall be for actual services rendered to eligible clients and further warrants not to duplicate claims made by Provider to other sources of public or private funds for the same service.
- E. Provider warrants that the invoices submitted to WIBBCW for payment or reimbursement will be reasonable, customary, and allowable services under the WIOA.
- F. Provider will ensure funds are used in accordance with conditions, requirements, regulations, policies, and restrictions of federal, state and local laws as well as federal terms and conditions of the grant award.

- G. Provider warrants that all other sources of revenue have been actively pursued prior to billing WIBBCW for services. Possible revenue sources include, but are not limited to, 3rd party insurance, Medicaid, and any other source of local, state or federal revenue. All revenue sources currently accessed by Provider and available to serve the customers identified in the Scope of Service shall be listed in the budget and utilized, where permissible, to reduce the cost of the Agreement service to WIBBCW.
- H. All requests for reimbursement shall have adequate supporting documentation. Required documentation specific to this Agreement may include but are not limited to: timesheets, records of services, original expense receipts, travel receipts, invoices and all other supporting documentation as requested.
- I. Invoices shall be sent each month to WIBBCW within twenty (20) days of the end of the service month. Provider shall make all reasonable efforts to include all service provided during the service month on the invoice. WIBBCW shall not make payment for any service, based upon either an initial invoice or a supplemental invoice, for which a request for reimbursement is submitted to WIBBCW more than ninety (90) calendar days from the end of the service month. The WIBBCW has the final authority to determine whether an invoice is received timely and accurately. For invoices which are received timely but are not accurate, there shall be no extension of time limitations.
- J. Provider warrants that the following unallowable costs will not be included in any invoice submitted for payment or reimbursement:
- Advertising costs and public relations costs with the exception of service-related recruitment needs, recruitment of personnel needed for contract performance, procurement of goods and services, and disposal of scrap and surplus materials.
  - Costs of alcoholic beverages.
  - Bad debts, including losses arising from uncollectible accounts and other claims, related collection costs, and related legal costs.
  - Donated or volunteer services furnished by professional and technical personnel, consultants, and other skilled and unskilled labor.
  - Contributions to a contingency reserve or any similar provision made for events the occurrence of which cannot be foretold with certainty as to time, intensity, or with an assurance of their happening.
  - Contribution or donations, including cash, property, and services, made by the vendor, regardless of the recipient.
  - Costs of entertainment, including amusement, diversion, and social activities and any costs directly associated with such costs (such as tickets to shows or sports events, meals, lodging, rentals, transportation, and gratuities).
  - Costs of organized fund raising, including financial campaigns, solicitation of gifts and bequests, and similar expenses incurred to raise capital or obtain contributions.
  - Costs of investment counsel and staff and similar expenses incurred to enhance income from investments.
  - Gains and losses on disposition of depreciable property and other capital assets.
  - Costs of goods or services for personal use of the vendor's employees regardless of whether the cost is reported as taxable income to the employees.
  - Actual losses which could have been covered by permissible insurance.
  - Costs incurred for interest on borrowed capital or the use of a governmental unit's own funds, except as provided in paragraph (n) of rule 5101:47-25 of the Administrative Code.

Funds Agreement shall require a formal amendment to be signed by all parties. An amendment to the Repayment of Funds Agreement may also be required by WIBBCW if any additional changes or issues develop or need to be addressed as determined by WIBBCW.

- E. WIBBCW reserves the right not to increase the rate(s) of payment or the overall Agreement amount for services purchased under this Agreement if there is any outstanding or unresolved issue related to any audit finding.

## **20. PROPERTY OF WARREN COUNTY and Ohio Area 12 WDB**

- A. All items produced under this Agreement or with funds provided under this Agreement, including, but not limited to, documents, data, photographs and negatives, electronic reports / records, or other media are the property of Warren County and the Ohio area 12 WDB (WIBBCW), which has an unrestricted right to reproduce, distribute, modify, maintain and use any or all such deliverables.
- B. Provider shall not obtain copyrights, patents, or other proprietary protection for the deliverables produced under this Agreement; nor shall Provider include any copyrighted matter in the deliverables produced pursuant to this Agreement.
- C. All purchases of furniture and/or equipment authorized by WIBBCW for the performance of this Agreement shall be transferred to WIBBCW upon completion or termination of this Agreement or a succeeding Agreement(s). If Provider wishes to retain furniture and/or equipment, at WIBBCW discretion the appropriate residual value as determined by WIBBCW may be withheld from Providers final payment.

## **21. PROVIDER EMPLOYEE / PERSONNEL REQUIREMENTS**

- A. Provider shall employ only adequately trained and appropriately credentialed professional staff. Provider certifies that upon hire and during their service for Provider, all employees, interns, volunteers, mentors, and subcontractors shall be fully qualified and trained to perform the required services at a generally acceptable competence level.
- B. Provider shall complete an Ohio Bureau of Criminal Identification and Investigation (BCII) check, a nationwide Federal Bureau of Investigation (FBI) conviction record check and a criminal records check from the local Police Department, Sheriff's Office and/or any law enforcement or police department necessary to conduct a complete criminal record check of each employee, intern, volunteer, mentor, and subcontractor assigned to work with or transport children.
- C. All record checks shall be completed prior to commencing employment, internship, volunteering, mentoring or subcontracting and every six months thereafter. All reports must be dated within six (6) months of the date an employee, intern, volunteer, mentor or subcontractor is hired to be considered current.
- D. Individuals with a conviction or with an arrest for which final disposition is pending in the following categories are to be disqualified from providing service under the terms of this Agreement:
  - Criminal conduct, including sexual offenses, involving children;
  - Violent or sexually exploitive conduct;
  - Drug related offenses.

- E. Individuals transporting clients must have a current and valid driver's license. If Provider utilizes a non-resident college student, a valid license from the student's state of residence will be acceptable. A Bureau of Motor Vehicles (BMV) transcript shall be obtained for each individual transporting clients under this program. In the case of a non-resident college student, Provider shall obtain transcripts from both the State of Ohio BMV and the student's state of residence.
- F. Provider shall not allow any individual to transport clients under this program who currently has five (5) or more points on his/her operator's license, has a conviction for driving while under the influence of alcohol or drugs, or is not insured by a policy or policies with coverage that meets or exceeds the limits specified in Agreement Section 9 – Insurance.
- G. Provider shall maintain written detailed policies regarding staff and volunteer recruitment procedures, screening procedures, references, police/BCII / FBI checks and training methods. Background checks, employee information and detailed policies must be available at any time upon request.

## **22. COMPLIANCE**

Provider shall comply with all requirements of federal laws and regulations; applicable OMB circulars, state statutes and Ohio Administrative Code rules in the conduct of work hereunder.

## **23. GOVERNING LAW**

This Agreement and any modifications, amendments, or alterations thereto, shall be governed by and shall be construed and enforced under the laws of the State of Ohio.

Any legal action brought pursuant to the Agreement shall be filed in the courts located in Warren County, Ohio and Ohio law shall apply.

## **24. CONFLICT OF INTEREST**

- A. Provider shall not permit funds to be paid or committed to be paid to any corporation, firm, association or business in which any of the members of the governing body of the agency, executive personnel or their immediate families have any direct or indirect financial interest, or in which any of these persons serves as an officer or employee; unless the goods or services involved are provided at a competitive cost and under terms favorable to the Provider. Provider shall make written disclosure of any and all financial transactions of the Provider in which a member of his/her immediate family or executive personnel or their immediate family is involved.
- B. This Agreement in no way precludes, prevents, or restricts Provider from obtaining and working under additional contractual arrangement(s) with other parties aside from WIBBCW, assuming that the contractual work in no way impedes Provider's ability to perform the services required under this Agreement. Provider warrants that, at the time of entering into this Agreement, it has no interest in nor shall it acquire any interest, direct or indirect, in any agreement which will impede its ability to perform the services under this Agreement.
- C. Provider further agrees that there is no financial interest involved on the part of any WIBBCW officers, Board of County Commissioners or employees of Warren County involved in the development of the specifications or the negotiation or actual performance of this Agreement.

Provider has made a reasonable inquiry among its board members, administrative staff and employees involved in providing services under this Agreement to determine whether an actual or potential conflict of interest exists. Based on that inquiry, Provider has uncovered no evidence of an actual or potential conflict of interest among its board, administrative staff, and/or employees involved in providing services under this Agreement. It is understood that a conflict of interest occurs when any member of the Provider's Board, administrative staff, or employee involved in providing services under this Agreement has a financial or other interest in the Agreement aside from compensation for services rendered or receives personal favors as a result of the signing or performance of this Agreement.

- D. Provider shall report the discovery of any potential conflict of interest to WIBBCW. If a conflict of interest occurs or is discovered during the term of this Agreement, WIBBCW may exercise any right under the Agreement, including termination.
- E. Provider shall comply with Ohio ethics laws as listed in Ohio Revised Code Chapters 102 and 2921 and the Ohio Administrative Code Chapter 5101. By signing this Agreement, Provider certifies that it is and shall remain in compliance with these provisions.

## **25. FAITH BASED ORGANIZATIONS**

- A. Any Provider that is a faith-based organization shall perform duties under this Agreement in compliance with section 104 of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996. All duties shall be performed in a manner that ensures that the religious freedom of clients under this program is not compromised or diminished. Provider shall not discriminate against any client under this program based on religion, religious belief, or refusal to participate in religious activity.
- B. Provider shall immediately notify WIBBCW of any client that objects to the religious character of the Provider's organization. WIBBCW will take the necessary steps to provide services to said client by means of an alternate Provider.
- C. No funds provided under this Agreement shall be used to promote the religious character and activities of the Provider.

## **26. FORCE MAJEURE**

- A. If by reason of force majeure, the parties are unable in whole or in part to act in accordance with this Agreement, the parties shall not be deemed in default during the period of such inability provided, however, that Provider shall only be entitled to the benefit of this paragraph for fourteen (14) days if the event of force majeure does not affect WIBBCW property or employees which are necessary to Provider's ability to perform.
- B. The term "force majeure" as used herein shall mean without limitation: acts of God; strikes or lockout; acts of public enemies; insurrections; riots; epidemics; lightning; earthquakes; fire; storms; flood; washouts; droughts; arrests; restraint on government and/or people; civil disturbances; and explosions.
- C. Provider shall, to the extent within its reasonable control, remedy with all reasonable dispatch any such cause which prevents Provider from carrying out its obligations contained herein.

## **27. MEDIA RELATIONS, PUBLIC INFORMATION, AND OUTREACH**

- A. WIBBCW reserves the right to announce the following to the general public and media: award of the Agreement, terms and conditions, scope of work under the Agreement, deliverables and results obtained under the Agreement, impact of Agreement activities, and assessment of Provider's performance under the Agreement.
- B. Provider shall not release information about or related to this Agreement to the general public or media verbally, in writing, or by electronic means without prior written approval from WIBBCW, unless Provider is required to release requested information by law.
- C. Provider shall not seek to publicize and shall not respond to unsolicited media queries requesting announcement of Agreement award, terms and conditions, scope of work, documents that WIBBCW may provide to fulfill the scope of work, deliverables and impact of activities without prior written WIBBCW approval.
- D. Provider shall contact WIBBCW in lieu of responding immediately to media queries.
- E. Nothing in this section is meant to restrict Provider from using Agreement information and results to market to specific clients or prospects.
- F. Any program description intended for internal or external use shall mention that referrals and funding are provided by the WIBBCW.

## **28. CHILD SUPPORT ENFORCEMENT**

Provider agrees to cooperate with WIBBCW, ODJFS and any other Child Support Enforcement Agency in ensuring that Provider's employees meet child support obligations established under state law. Further, by executing this Agreement, Provider certifies present and future compliance with any order for the withholding of child support issued pursuant to Ohio Revised Code section 3119, Calculation of Child Support Obligation – Health Insurance Coverage, and section 3121, Collection and Disbursement of Child Support.

## **29. CLEAN AIR ACT**

If this Agreement is written in excess of one hundred thousand dollars (\$100,000.00), Provider shall comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act 42 U.S.C. 1857(h), Section 508 of the Clean Water Act 33 U.S.C. 1368, Executive Order 11738, and Environmental Protection Agency regulation 40 C.F.R. Part 15, which prohibit the use under nonexempt federal contracts, grants or loans of facilities included in the EPA List of Violating Facilities. Provider agrees to report all violations to the state/county agency and to the U. S. EPA Assistant Administrator for Enforcement (EN-329).

## **30. COORDINATION**

Provider shall advise WIBBCW, within reasonable time to allow for planning and participation, of any significant fund raising campaigns contemplated by Provider within Warren County for supplementary operating or capital funds so that WIBBCW will have the opportunity to coordinate and/or collaborate with any planned promotion that utilizes public or private funds for the benefit of WIBBCW and other agencies within the community.

## **31. DEBARMENT AND SUSPENSION**



- Interest attributable to fully depreciated assets.
  - The cost of certain influencing activities associated with obtaining grants, contracts, cooperative agreements, or loans.
  - Costs of membership in organizations substantially engaged in lobbying are unallowable.
  - Costs of selling and marketing any products or services.
  - Losses on items and the failure to discontinue certain costs associated with the termination of other awards and contracts.
  - Fines, penalties or costs resulting from violations of, or failure to comply with, laws and regulations.
  - Goodwill.
  - Any costs specifically subsidized by federal monies with the exception of federal funds authorized by federal law to be used to match other federal funds.
  - Cost of insurance on the life of any officer or employee for which the facility is beneficiary.
  - Cost of prohibited activities from section 501(c) (3) of the Internal Revenue Code
- K. Invoices shall include Provider's name address, program name, invoice number, invoice period, venter number (federal taxpayer ID), invoice amount and any support documentation as requested.
- L. Period of availability of Funds: Provider agrees to adhere to 45 CFR 74.28 and 45 CFR 92.23. As applicable, Provider and its subcontractor(s) may charge the award only costs resulting from obligations incurred during the funding period of the federal and state awards noted in the Recitals to this Agreement and for the term specified in Article 1 of this Agreement, unless carryover of these balances is permitted. All obligations incurred under the award must be liquidated no later than ninety (90) days after the end of the funding period, pursuant to federal law.
- M. Matching or Cost Sharing: Provider agrees to adhere to 45 CFR 74.23 and 45 CFR 92.24, as applicable, matching or cost sharing requirements applicable to the federal program must be satisfied by disbursements for allowable costs or third-party in-kind contributions and must be clearly identified and used in accordance with all applicable federal, state and local laws.
- N. Program Income: Provider agrees to that income must be used and accounted for as specified in 45 CFR 92.25.
- O. Real Property: If Provider is authorized to use Agreement funds for the acquisition of real property, title, use and disposition of the real property will be governed by the provisions of 45 CFR 92.31.
- P. Equipment: Provider agrees that inventory, equipment title, use management (including record keeping, internal control, and maintenance), and disposition of equipment acquired by Provider or its subcontractor(s) with Agreement funds, will be governed by the provisions of 45 CFR 74.34 and 45 CFR 92.32, as applicable.
- Q. Supplies: Provider agrees that inventory, equipment title and disposition of supplies acquired by Provider or its subcontractor(s) with Agreement funds will be governed by the provisions of 45 CFR 74.35, 92.33 and 7 CFR 3016.33, as applicable.

- R. Untimely invoices and/or invoices which repeatedly contain errors shall be grounds for termination pursuant to Agreement Section 7, Termination.
- S. All invoices and supporting documentation shall be subject to audit and adjustment by WIBBCW and the Ohio Department of Job and Family Services after payment is made. Attention is directed to Agreement Section 19, Audit Responsibility (of Provider).
- T. Records of service provided to eligible clients and all expenses incurred in the operation of the program shall be maintained per Agreement Section 16 - Records. Service and expenses for which there is insufficient documentation will not be reimbursed or will be recovered through the audit process.
- U. WIBBCW or its designee will review Provider's invoice for completeness of required information before making payment, but within thirty (30) working days after receipt of a complete and accurate invoice. Any adjustments by WIBBCW to the invoice will be identified in an adjustment letter to Provider, to be issued timely with the payment check. If Provider's invoice is incomplete, payment will be delayed until receipt of required information.
- V. In the event WIBBCW intends to withhold any amount due to the lack of sufficient documentation, WIBBCW will promptly notify Provider in writing.
- W. Provider agrees to promptly reimburse WIBBCW for any disallowed funds paid because of an adverse audit finding, quality control finding, sanction or other penalty finding from ODJFS, the Ohio Auditor of State, any federal agency, or other entity authorized by federal, state or local law.

## **19. AUDIT RESPONSIBILITY**

- A. The Provider shall comply with the Administrative Rules and Costs Limitations of the Federal Register, Department of Labor, Workforce Innovation and Opportunity Act upon release of the Final Rules. Provider will be required to have an audit completed pursuant to the Single Audit Act.
- B. Provider shall accept responsibility for receiving, replying to and/or complying with any audit exception by appropriate federal, state or local entities directly related to Provider's performance of this Agreement.
- C. Provider recognizes and agrees WIBBCW may withhold any money due and recover through any appropriate method any money erroneously paid under this Agreement if evidence exists of less than full compliance with this Agreement.
- D. Provider shall repay WIBBCW, with interest at the statutory rate, the full amount of payment received for duplicate billing, erroneous billings, or false or deceptive claims. When an overpayment is identified and the overpayment cannot be repaid in one month, Provider shall sign a "Repayment of Funds Agreement" or WIBBCW shall withhold the overpayment from monies due Provider. If payments are not made according to the agreed-upon terms, future checks will be held until the repayment of funds is current. Checks held more than sixty (60) days will be canceled and will not be re-issued. WIBBCW may, in its sole discretion, allow a change to the terms of the Repayment of Funds Agreement. Any change to the Repayment of

Provider certifies that it is not listed in the non-procurement portion of the U.S. General Services Administration's "List of Parties Excluded from Federal Procurement or Non-procurement Programs" in accordance with Executive Orders 12549 and 12689. This list contains the names of parties debarred, suspended, or otherwise excluded by agencies and contractors declared ineligible.

Provider shall, upon notification by any Federal, State, or Local government agency, immediately notify WIBBCW of any contemplated or imposed debarment or suspension.

### **32. DEBT CHECK PROVISION**

Ohio Revised Code Section 9.24 prohibits public agencies from awarding an agreement for goods, services or construction, paid for in whole or in part from state funds, to a person or entity against whom a finding for recovery has been issued by the auditor of state, if the finding for recovery is unresolved. By entering into this Agreement, Provider warrants that a finding for recovery has not been issued to Provider by the auditor of state. Provider further warrants that Provider shall notify WIBBCW within one (1) business day if a finding for recovery is issued against Provider during the Agreement term.

### **33. DELINQUENT PERSONAL PROPERTY TAX**

Provider certifies that all delinquent personal property tax obligations of the Provider, including interest and penalties due the County of Butler, Clermont and Warren, have been paid prior to the signing of this Agreement, per the requirements of Section 5719.042 of the Ohio Revised Code.

### **34. DISCLOSURE**

Provider shall make a reasonable inquiry and shall disclose all information about any business relationship or financial interest that Provider's Board, administrative staff or employees participating in this Agreement have with a county employee, county employee's business, or any business relationship or financial interest that a county employee has with the Provider or in the Provider's business.

### **35. DRUG-FREE WORKPLACE**

Provider shall comply with all applicable state and federal laws regarding a drug-free workplace as outlined in 45 CFR Part 82. Provider shall make every reasonable effort to ensure that all employees performing duties or responsibilities under this Agreement, while working on state, county or private property, shall not purchase, transfer, use or possess illegal drugs or alcohol, or abuse prescription drugs in any way.

### **36. LOBBYING**

- A. Provider certifies that Provider has not and shall not use Federal funds to pay any person or organization for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, office or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C.1352.
- B. Provider shall disclose any lobbying with any non-Federal funds that takes place in connection with obtaining any Federal award. Failure to disclose any and all lobbying information shall result in immediate suspension of payment and termination of this Agreement.

### **37. NON-COLLUSION CERTIFICATION**

Provider certifies that its agents, officers or employees have not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this Agreement.

### **38. NON-DISCRIMINATION**

- A. Provider certifies that it is an equal opportunity employer and shall remain in compliance with state and federal civil rights and nondiscrimination laws and regulations including, but not limited to, Title VI and Title VII of the Civil Rights Act of 1964 as amended, the Rehabilitation Act of 1973, the Americans with Disabilities Act, the Age Discrimination Act of 1975, the Age Discrimination in Employment Act, as amended, and the Ohio Civil Rights Law.
- B. Provider shall post in conspicuous places, available to employees and applicants for employment, notices stating that Provider complies with all applicable federal and state non-discrimination laws.
- C. Provider shall not discriminate against any person and will take affirmative action to ensure that all employees, contract workers, or applicants are treated without regard to race, color, religion, sex, sexual orientation, national origin, ancestry, disability, Vietnam-era veteran status, age, political belief or place of birth. Such action shall include, but is not limited to, employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training and/or apprenticeship.
- D. Neither Provider, nor any person claiming through Provider, shall establish or knowingly permit any such practice or practices of discrimination or segregation in reference to anything relating to this Agreement, or in reference to any contractors or subcontractors of said Provider.

### **39. CAMPAIGN CONTRIBUTION DECLARATION**

Provider shall complete a Certificate of Compliance with Section 3517.13 of the Ohio Revised Code (Campaign Contribution Declaration – HB 694). Amended Substitute House Bill 694 (“HB 694”) restricts political contributions and solicitations by owners of businesses, and certain members of their families, from doing business or seeking to do business through public contracts. Provider shall notify WIBBCW within five (5) business days should Provider’s ownership or HB 694 Campaign contribution Declaration information change during the Agreement term.

### **40. PUBLIC ASSISTANCE WORK PROGRAM PARTICIPANTS**

Pursuant to Ohio Revised Code Chapter 5107, Ohio Works First Program, and Chapter 5108, Prevention, Retention and Contingency Program, Provider shall not discriminate in the hiring and promotion of applicants for and participants in the Ohio Works First Program. Provider shall include such provision in any agreement, subcontract, grant, agreement or procedure with any other party that will be providing services, directly or indirectly, to WIBBCW clients.

### **41. AGREEMENT DISPUTE RESOLUTION**

The parties shall promptly communicate with each other to attempt to resolve items in dispute. Nothing herein shall preclude either party from pursuing its remedies available at law or in equity.

#### **42. AGREEMENT CLOSEOUT**

At the discretion of WIBBCW, an Agreement closeout may occur within ninety (90) days after the completion of all agreement terms and conditions. The purpose of the Agreement closeout is to verify there are no outstanding claims or disputes and to ensure all required forms, reports and deliverables were submitted to and accepted by WIBBCW in accordance with agreement requirements.

#### **43. AUTHORITY TO BIND PRINCIPAL**

The signatures hereon shall act as express representations that the signing agents are authorized to bind their respective principals to this Agreement.

In witness whereof, the Provider, Warren County Commissioners and WIBBCW have executed this Agreement as of the day and year \_\_\_\_\_.

**REQUIRED SIGNATURES**



President & CEO

Name, Title

Provider Name Easterseals TriState LLC

06/24/2019

Date

AFFIDAVIT OF NON COLLUSION

STATE OF Ohio  
COUNTY OF Hamilton

I, Pamela Green, holding the title and position of President & CEO at the firm Easterseals Tri State LLC, affirm that I am authorized to speak on behalf of the company, board directors and owners in setting the price on the contract, bid or proposal. I understand that any misstatements in the following information will be treated as fraudulent concealment of true facts on the submission of the contract, bid or proposal.

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

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

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

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

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

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

[Signature]  
AFFIANT

Subscribed and sworn to before me this 25<sup>th</sup> day of June 2019

[Signature]  
(Notary Public),

Hamilton County.

My commission expires \_\_\_\_\_




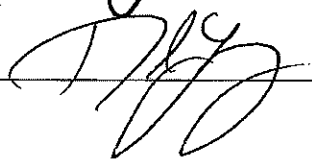
**Babsi Arn**  
Notary Public, State of Ohio  
My Commission Expires 12-10-2019

\_\_\_\_\_  
Justin Conger, Chair (or designee)  
Workforce Development Board  
Butler-Clermont-Warren (WIBBCW)

\_\_\_\_\_  
Date

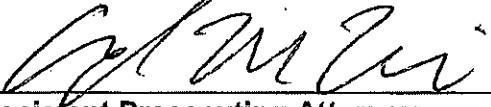
**Warren COUNTY BOARD OF COMMISSIONERS:**

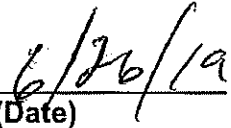
  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Vice President

\_\_\_\_\_  
Commissioner

**Approved As To Form Only:**

  
\_\_\_\_\_  
Assistant Prosecuting Attorney

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





Justin Conger, Chair (or designee)  
Workforce Development Board  
Butler-Clermont-Warren (WIBBCW)

7/15/19

Date

**Warren COUNTY BOARD OF COMMISSIONERS:**

\_\_\_\_\_  
President

\_\_\_\_\_  
Vice President

\_\_\_\_\_  
Commissioner

**Approved As To Form Only:**

\_\_\_\_\_  
Assistant Prosecuting Attorney

(Date)

*BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO*

# Resolution

Number 19-0926

Adopted Date July 16, 2019

APPROVE AND ENTER INTO A LEASE AGREEMENT WITH PITNEY BOWES FOR A LETTER OPENER TO BE USED IN THE TREASURER'S OFFICE

BE IT RESOLVED, to approve and enter into a Lease Agreement with Pitney Bowes for a letter opener to be used in the Treasurer's Office ; as attached hereto and made a part hereof.

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

Mr. Grossmann – absent

Mrs. Jones – yea

Mr. Young – yea

Resolution adopted this 16<sup>th</sup> day of July 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—Pitney Bowes  
Treasurer's (file)

Exhibit A

LEASE SCHEDULE No. \_\_\_\_\_ TO MASTER LEASING AGREEMENT  
(The "Master Leasing Agreement")

True Lease Transaction

UNDER STATE TERM SCHEDULE NUMBER 111 800547

1. **Terms and Provisions:** This Lease Schedule is entered into by and between the Lessor and the Lessee set forth below pursuant to the terms of the Master Leasing Agreement, dated 03/01/2017, between Pitney Bowes Inc., as Lessor, and the State of Ohio, by the Department of Administrative Services, for the Lessee. The terms of the MASTER LEASING AGREEMENT are hereby incorporated by reference and made a part hereof. The Lessee (check appropriate box) and billing address of Lessee (complete) are set forth below:

[ ] An Ohio State agency. The Lessee is the Ohio State agency set forth with the billing address below.

[ X ] A Political Subdivision in the State of Ohio. The name of the Political Subdivision is set forth below with the billing address.

Name and Billing Address:

WARREN COUNTY COMMISSIONERS FOR WARREN COUNTY TREASURER  
406 JUSTICE DR RM 226  
LEBANON OH 45036-2349  
0017355762

2. **Commencement Date** of this Lease Schedule shall be: a) the Acceptance Date as identified on the Acceptance Certificate (Exhibit B) hereto if such date is the first day of a month; or b) the first day of the month following the Acceptance Date if such date is not the first day of a month. The Lease Payment due dates shall include the Commencement Date and shall be on the first day of each month thereafter.
3. **Description of the Property:** The Property subject to this Lease Schedule is set forth below and has been acquired pursuant to the State Term Schedule 800547 currently in existence between Pitney Bowes Inc. and the State of Ohio, dated 03/01/2017

Item No.	Quantity	Style	Description
1			
2		SEE ATTACHED QUOTE	
3 etc.			

Property Location:

406 JUSTICE DR RM 226 LEBANON OH 45036-2349

4. **Term:** 60 months
5. **Periodic Lease Payment Amount:** \$141.76 month
6. **Lease Payment Frequency:** monthly billed quarterly [monthly, quarterly, annually]
7. **Expiration:** Lessor shall not be obligated to maintain the stated Payment Amount if the Certificate of Acceptance covering the Property has not been executed by Lessee and received by Lessor at: 3001 Summer St Stamford CT 06926; by 5:00 p.m., 30 days after installation.
8. **Taxes.** Lessee shall keep the Property free of all levies, liens and encumbrances, except for the interest of Lessor under the Master Leasing Agreement, and shall pay when due all, to the extent applicable by law, taxes, fees, withholdings, levies, imposts, duties, assessments and charges of any kind and nature arising out of or related to the Master Leasing Agreement all in accordance with Section 11 of the Master Leasing Agreement. Upon receipt by Lessor of any such property tax bill (whether from Lessee or directly from the taxing authority), Lessor will pay such tax and will invoice Lessee for the expense. Upon receipt of such invoice, Lessee will promptly reimburse Lessor for such expense.

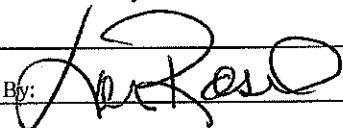
9. **Assignment:** As provided in Section 24 of the Master Leasing Agreement, Lessee is hereby notified that Lessor has assigned all of its right, title and interest in the Lease Schedule, the Property thereunder and the Lease Payments thereunder and all other rights in and amounts provided for under the Master Leasing Agreement applicable to the Lease Schedule to the Assignee (collectively the "Assigned Interest"). Lessee is hereby directed to pay any and all Lease Payments and other amounts due with respect to which Assignee renders an invoice, at the address set out immediately below or as otherwise directed in said invoice:

Assignee: Assignee Name  
Assignee address  
Assignee City, State, Zip

10. In signing this, Lessee warrants that the representations, covenants and warranties of the Lessee set forth in the Master Leasing Agreement, which are applicable to this Lease Schedule are true and correct on the date hereof. Lessee agrees that it will pay all amounts due under the Lease Schedule as directed in the invoice and subject to Section 9.2 of the Master Leasing Agreement.
11. This Schedule is subject to Review and Approval by Assignee Name

**ASSIGNMENT ACCEPTED BY ASSIGNEE NAME:**

By: N/A

Lessor: Pitney Bowes Inc.
By: 
Printed Name: Lori Rossio
Title: GMAM
Date: 7/8/19

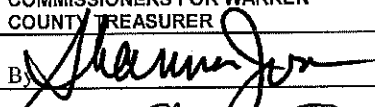
Lessee: WARREN COUNTY COMMISSIONERS FOR WARREN COUNTY TREASURER
By: 
Printed Name: Sharon Jones
Title: President
Date: 7/16/19



Exhibit A

LEASE SCHEDULE No. \_\_\_\_\_ TO MASTER LEASING AGREEMENT  
(The "Master Leasing Agreement")

True Lease Transaction

UNDER STATE TERM SCHEDULE NUMBER 111 800547

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- An Ohio State agency. The Lessee is the Ohio State agency set forth with the billing address below.
- A Political Subdivision in the State of Ohio. The name of the Political Subdivision is set forth below with the billing address.

Name and Billing Address:  
WARREN COUNTY COMMISSIONERS FOR WARREN COUNTY TREASURER  
406 JUSTICE DR RM 226  
LEBANON OH 45036-2349  
0017355762

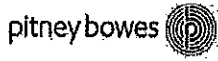
2. **Commencement Date** of this Lease Schedule shall be: a) the Acceptance Date as identified on the Acceptance Certificate (Exhibit B) hereto if such date is the first day of a month; or b) the first day of the month following the Acceptance Date if such date is not the first day of a month. The Lease Payment due dates shall include the Commencement Date and shall be on the first day of each month thereafter.

3. **Description of the Property:** The Property subject to this Lease Schedule is set forth below and has been acquired pursuant to the State Term Schedule 800547 currently in existence between Pitney Bowes Inc. and the State of Ohio, dated 03/01/2017

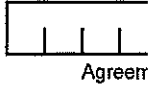
Item No.	Quantity	Style	Description
1			
2		SEE ATTACHED QUOTE	
3 etc.			

Property Location:  
406 JUSTICE DR RM 226 LEBANON OH 45036-2349

4. **Term:** 60 months
5. **Periodic Lease Payment Amount:** \$141.76 month
6. **Lease Payment Frequency:** monthly billed quarterly [monthly, quarterly, annually]
7. **Expiration:** Lessor shall not be obligated to maintain the stated Payment Amount if the Certificate of Acceptance covering the Property has not been executed by Lessee and received by Lessor at: 3001 Summer St Stamford CT 06926; by 5:00 p.m., 30 days after installation.
8. **Taxes.** Lessee shall keep the Property free of all levies, liens and encumbrances, except for the interest of Lessor under the Master Leasing Agreement, and shall pay when due all, to the extent applicable by law, taxes, fees, withholdings, levies, imposts, duties, assessments and charges of any kind and nature arising out of or related to the Master Leasing Agreement all in accordance with Section 11 of the Master Leasing Agreement. Upon receipt by Lessor of any such property tax bill (whether from Lessee or directly from the taxing authority), Lessor will pay such tax and will invoice Lessee for the expense. Upon receipt of such invoice, Lessee will promptly reimburse Lessor for such expense.



# State and Local Fair Market Value Lease Quote



## Your Business Information

Full Legal Name of Lessee / DBA Name of Lessee Tax ID # (FEIN/TIN)

WARREN COUNTY COMMISSIONERS FOR WARREN COUNTY TREASURER

### Sold-To: Address

406 JUSTICE DRRM 226, LEBANON, OH, 45036-2349, US

Sold-To: Contact Name	Sold-To: Contact Phone #	Sold-To: Account #
Cinda Schuler	(513) 695-1300	0017355762

### Bill-To: Address

406 JUSTICE DRRM 226, LEBANON, OH, 45036-2349, US

Bill-To: Contact Name	Bill-To: Contact Phone #	Bill-To: Account #	Bill-To: Email
Cinda Schuler	(513) 695-1300	0017355762	cinda.schuler@co.wi

### Ship-To: Address

406 JUSTICE DRRM 226, LEBANON, OH, 45036-2349, US

Ship-To: Contact Name	Ship-To: Contact Phone #	Ship-To: Account #
Cinda Schuler	(513) 695-1300	0017355762

PO #	Quote Expiration Date
	2019-05-01

## Your Business Needs

Qty	Item	Business Solution Description
1	LETTEROPENERS	Letter Openers
1	DLA3	DL400 Letter Opener
1	STDSLA	Standard SLA-Equipment Service Agreement (for Letter Openers)

## Your Payment Plan

Initial Term: 60 months	Initial Payment Amount:	
Number of Months	Monthly Amount	Billed Quarterly at*
60	\$ 141.76	\$ 425.28

- Tax Exempt Certificate Attach
- Tax Exempt Certificate Not R
- Purchase Power® transactor
- Purchase Power® transactor

\*Does not include any applicable sales, use, or property taxes which will be billed separately.

## Sales Information

Lori Rossio	lori.rossio@pb.com
Account Rep Name	Email Address





**Exhibit B**

**True Lease Transaction**

**CERTIFICATE OF ACCEPTANCE**

LEASE SCHEDULE NO. \_\_\_\_\_

By and Between

WARREN COUNTY COMMISSIONERS FOR WARREN COUNTY TREASURER (Lessee)

and

Pitney Bowes Inc. (Lessor)

Entered into Pursuant to the  
MASTER LEASING AGREEMENT

Dated 03/01/2017

By and Between

The State of Ohio, by the Department of Administrative Services  
and

Pitney Bowes Inc.

1.) ACCEPTANCE: LESSEE HEREBY CONFIRMS THAT THE PROPERTY DESCRIBED ON EXHIBIT A HAS BEEN RECEIVED, IS IN GOOD CONDITION AND REPAIR, AND COMPLIES IN ALL RESPECTS WITH ITS SPECIFICATIONS.

2.) PROPERTY LOCATION:



USER:



BY



(NAME TYPED OR PRINTED)

TITLE:



SIGNATURE: \_\_\_\_\_

DATE OF ACCEPTANCE \_\_\_\_\_ (Effective Date)

# Resolution

Number 19-0927

Adopted Date July 16, 2019

## ENTER INTO AN OHIO PUBLIC WORKS COMMISSION COOPERATION AGREEMENT WITH THE CITY OF MONROE FOR THE SOUTH UNION ROAD RECONSTRUCTION PROJECT

WHEREAS, a grant application will be submitted to the Ohio Public Works Commission (OPWC) for the south Union Road Reconstruction Project; and

WHEREAS, OPWC grant applications require cooperation agreements between governmental entities that collaborate on mutual projects; and

NOW THEREFORE BE IT RESOLVED, to enter into a Cooperation Agreement, as attached hereto and made a part hereof, with the City of Monroe for the South Union Road Reconstruction Project, subject to the following conditions:

1. The conditions shall be as stipulated in the "OPWC Cooperation Agreement" attached hereto and made a part hereof.

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

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

Resolution adopted this 16<sup>th</sup> day of July 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

## **OPWC COOPERATION AGREEMENT South Union Road Reconstruction Project**

THIS is an AGREEMENT effective as of date the last Party has affixed their signature hereto, between the City of Monroe, Ohio, an Ohio municipal corporation ("City"), and the Warren County Board of County Commissioners, an Ohio county ("County").

The County hereby agrees to collaborate with the City to submit an application to the Ohio Public Works Commission (OPWC) PY35 for the South Union Road reconstruction project. The estimated total cost of the project is \$2,928,949 including engineering and construction costs. The OPWC application will request an 49% grant being an estimated \$1,493,764 with the remaining 51% being the Parties estimated share totaling \$1,435,185.

The Parties total estimated share of the engineering and construction cost is \$112,500 of which the City would pay for their respective improvements and the County would pay for their respective improvements.

All of the roadway and drainage improvements are to be paid for by the City and shall include roadway, drainage, culverts, retaining walls, storm sewers, catch basins, and asphalt resurfacing. The water main improvements to be paid for by the County shall include approximately 8,000 lf of 16" DIP water main, associated valves, hydrants and appurtenances and restoration.

The City shall be the designated contracting entity and shall execute agreements with OPWC and the construction contractor. Each respective entity is responsible for their own engineering costs and the City shall be responsible for assembling and bidding. The City shall invoice the County Water and Sewer Department for their share of the project costs with payments to be made to the City.

The City and County shall jointly review all necessary OPWC funding application documents. Upon approval from each participating member the application documents shall be signed and submitted to the OPWC by the City.

All design drawings and specifications produced for the improvements shall be reviewed and approved by the City and County prior to advertisement for bidding and final payment of the Engineer(s). The bidding documents shall meet the design standards and specifications for each of the participating members.

The City and County shall jointly review all submitted construction bids and shall reach consensus of the award of the construction contract. The City shall be the contracting entity for the construction of said project. Representatives from the City and County shall be invited to all construction progress meetings and shall be provided the opportunity to inspect their respective construction of their improvements. All change orders shall be reviewed and approved by either the City or County depending upon who's improvements they are related to. The City and County shall perform final inspection of their respective improvements, provide the Construction Contractor with punch list items, and verify that all improvements are completed in accordance with the Contract Documents prior to final payment.

IN EXECUTION WHEREOF, pursuant to Ordinance/Resolution No. 28-2018 of the City of Monroe, Ohio, dated June 25, 2019, William J. Brock, City Manager has hereunto set his hand to this Agreement on the 1 day of July, 2019

CITY OF MONROE, OHIO

By: [Signature]  
William J. Brock, City Manager

Attest: [Signature]  
Angela Wasson, Clerk of Council

Approved as to form:

By: [Signature]  
Phillip Callahan, Law Director

IN EXECUTION WHEREOF, the WARREN COUNTY BOARD OF COUNTY COMMISSIONERS has caused this agreement to be executed by Shannon Jones its President, on the date stated below, pursuant to Resolution No. 19-0927, dated 7/16/19

WARREN COUNTY BOARD OF COUNTY COMMISSIONERS

SIGNATURE: [Signature]  
PRINTED NAME: Shannon Jones  
TITLE: President  
DATE: 7/16/19

Approved as to form:

DAVID FORNSHELL  
PROSECUTING ATTORNEY  
WARREN COUNTY, OHIO

[Signature]  
By: Asst. Prosecutor

# Resolution

Number 19-0928

Adopted Date July 16, 2019

AUTHORIZE WARREN COUNTY SANITARY ENGINEER TO PREPARE AND SUBMIT A PREAPPLICATION TO PARTICIPATE IN THE OHIO PUBLIC WORKS COMMISSION STATE CAPITAL IMPROVEMENT PROGRAM AND TO EXECUTE CONTRACTS, AS REQUIRED, FOR THE WAYNESVILLE SEWER COLLECTION SYSTEM IMPROVEMENTS PROJECT PHASE 4 (PROGRAM YEAR 2021)

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

WHEREAS, the Warren County Water and Sewer Department is planning to make capital improvements to the aged and deteriorated sanitary sewer collection system that service County customers located in the Village of Waynesville; and

WHEREAS, the infrastructure improvement herein above described is considered to be a priority need for the community and is a qualified project under the OPWC programs,

NOW THEREFORE BE IT RESOLVED, that:

- 1) The Warren County Sanitary Engineer is hereby authorized to apply to the OPWC for funds for capital improvements for the Waynesville Sewer Collection System Improvements Project – Phase 4, for Program Year 2021.
- 2) The Warren County Sanitary Engineer is further authorized to enter into any agreements as may be necessary and appropriate for obtaining financial assistance.

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

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

Resolution adopted this 16<sup>th</sup> day of July 2019.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Water/Sewer (file)  
Project file



State of Ohio  
**Public Works Commission**  
*Application for Financial Assistance*

**IMPORTANT:** Please consult "Instructions for Financial Assistance for Capital Infrastructure Projects" for guidance in completion of this form.

**Applicant**

Applicant: Warren County - Water & Sewer Subdivision Code: 165-00165  
 District Number: 10 County: Warren County Date: 07/05/2018  
 Contact: Chris Wojnicz Phone: (513) 695-1646  
(The individual who will be available during business hours and who can best answer or coordinate the response to questions)  
 Email: christopher.wojnicz@co.warren.oh.us FAX: (513) 695-2995

Project Name: Waynesville Sewer Collection System Improvements - Phase III Zip Code: 45068

**Project**

Subdivision Type	Project Type	Funding Request Summary	
<small>(Select one)</small>	<small>(Select single largest component by \$)</small>	<small>(Automatically populates from page 2)</small>	
<input checked="" type="checkbox"/> 1. County	<input type="checkbox"/> 1. Road	Total Project Cost:	<u>1,064,000 .00</u>
<input type="checkbox"/> 2. City	<input type="checkbox"/> 2. Bridge/Culvert	1. Grant:	<u>521,360 .00</u>
<input type="checkbox"/> 3. Township	<input type="checkbox"/> 3. Water Supply	2. Loan:	<u>0 .00</u>
<input type="checkbox"/> 4. Village	<input checked="" type="checkbox"/> 4. Wastewater	3. Loan Assistance/ Credit Enhancement:	<u>0 .00</u>
<input type="checkbox"/> 5. Water (6119 Water District)	<input type="checkbox"/> 5. Solid Waste	Funding Requested:	<u>521,360 .00</u>
	<input type="checkbox"/> 6. Stormwater		

**District Recommendation** (To be completed by the District Committee)

Funding Type Requested	SCIP Loan - Rate: _____ % Term: _____ Yrs	Amount: _____ .00
<small>(Select one)</small>		
<input type="checkbox"/> State Capital Improvement Program	RLP Loan - Rate: _____ % Term: _____ Yrs	Amount: _____ .00
<input type="checkbox"/> Local Transportation Improvement Program	Grant:	Amount: _____ .00
<input type="checkbox"/> Revolving Loan Program	LTIP:	Amount: _____ .00
<input type="checkbox"/> Small Government Program	Loan Assistance / Credit Enhancement:	Amount: _____ .00
District SG Priority: _____		

**For OPWC Use Only**

STATUS	Grant Amount: _____ .00	Loan Type: <input type="checkbox"/> SCIP <input type="checkbox"/> RLP
Project Number: _____	Loan Amount: _____ .00	Date Construction End: _____
	Total Funding: _____ .00	Date Maturity: _____
Release Date: _____	Local Participation: _____ %	Rate: _____ %
OPWC Approval: _____	OPWC Participation: _____ %	Term: _____ Yrs

1.0 Project Financial Information (All Costs Rounded to Nearest Dollar)

1.1 Project Estimated Costs

Engineering Services

Preliminary Design:	_____	0	.00	
Final Design:	_____	0	.00	
Construction Administration:	_____	0	.00	
Total Engineering Services:	a.) _____	0	.00	_____ 0 %
Right of Way:	b.) _____	0	.00	
Construction:	c.) _____	974,000	.00	
Materials Purchased Directly:	d.) _____	0	.00	
Permits, Advertising, Legal:	e.) _____	0	.00	
Construction Contingencies:	f.) _____	90,000	.00	_____ 9 %
Total Estimated Costs:	g.) _____	1,064,000	.00	

1.2 Project Financial Resources

Local Resources

Local In-Kind or Force Account:	a.) _____	0	.00	
Local Revenues:	b.) _____	542,640	.00	
Other Public Revenues:	c.) _____	0	.00	
ODOT / FHWA PID: _____	d.) _____	0	.00	
USDA Rural Development:	e.) _____	0	.00	
OEPA / OWDA:	f.) _____	0	.00	
CDBG:	g.) _____	0	.00	
<input type="checkbox"/> County Entitlement or Community Dev. "Formula"				
<input type="checkbox"/> Department of Development				
Other: _____	h.) _____	0	.00	
Subtotal Local Resources:	i.) _____	542,640	.00	_____ 51 %

OPWC Funds (Check all requested and enter Amount)

Grant: _____ 100 % of OPWC Funds	j.) _____	521,360	.00	
Loan: _____ 0 % of OPWC Funds	k.) _____	0	.00	
Loan Assistance / Credit Enhancement:	l.) _____	0	.00	
Subtotal OPWC Funds:	m.) _____	521,360	.00	_____ 49 %
Total Financial Resources:	n.) _____	1,064,000	.00	_____ 100 %

### 1.3 Availability of Local Funds

Attach a statement signed by the Chief Financial Officer listed in section 5.2 certifying all local resources required for the project will be available on or before the earliest date listed in the Project Schedule section. The OPWC Agreement will not be released until the local resources are certified. Failure to meet local share may result in termination of the project. Applicant needs to provide written confirmation for funds coming from other funding sources.

### 2.0 Repair / Replacement or New / Expansion

2.1 Total Portion of Project Repair / Replacement:	1,064,000 .00	100 %
2.2 Total Portion of Project New / Expansion:	0 .00	0 %
2.3 Total Project:	1,064,000 .00	100 %

A Farmland Preservation letter is required for any impact to farmland

### 3.0 Project Schedule

3.1 Engineering / Design / Right of Way	Begin Date: <u>08/01/2019</u>	End Date: <u>01/31/2020</u>
3.2 Bid Advertisement and Award	Begin Date: <u>06/01/2020</u>	End Date: <u>07/31/2020</u>
3.3 Construction	Begin Date: <u>08/01/2020</u>	End Date: <u>03/01/2021</u>

Construction cannot begin prior to release of executed Project Agreement and issuance of Notice to Proceed.

Failure to meet project schedule may result in termination of agreement for approved projects. Modification of dates must be requested in writing by project official of record and approved by the Commission once the Project Agreement has been executed.

### 4.0 Project Information

If the project is multi-jurisdictional, information must be consolidated in this section.

#### 4.1 Useful Life / Cost Estimate / Age of Infrastructure

Project Useful Life: 50 Years      Age: 1930 (Year built or year of last major improvement)

*Attach Registered Professional Engineer's statement, with seal or stamp and signature confirming the project's useful life indicated above and detailed cost estimate.*

#### 4.2 User Information

Road or Bridge:      Current ADT \_\_\_\_\_ Year \_\_\_\_\_      Projected ADT \_\_\_\_\_ Year \_\_\_\_\_

Water / Wastewater: Based on monthly usage of 4,500 gallons per household; attach current ordinances.

Residential Water Rate      Current \$ \_\_\_\_\_      Proposed \$ \_\_\_\_\_

Number of households served: 0

Residential Wastewater Rate      Current \$ 21.02      Proposed \$ 21.02

Number of households served: 1,240

Stormwater: Number of households served: 0



## 4.3 Project Description

- A: SPECIFIC LOCATION (Supply a written location description that includes the project termini; a map does not replace this requirement.) 500 character limit.

Project is located in the Village of Waynesville along Main Street, Miami Street, North Street, Fourth Street and Edwards Drive.

- B: PROJECT COMPONENTS (Describe the specific work to be completed; the engineer's estimate does not replace this requirement) 1,000 character limit.

Project consists of repairing 30 failing brick and mortar sanitary manholes by applying an epoxy based liner on the inside of the manhole and replacing existing castings and lid. This will prevent further manhole degradation and possible manhole collapses resulting in sewer backups. Project will also consist of cured-in-place lining of approximately 7,639 feet of failing clay sanitary sewer as shown on the concept plan.

- C: PHYSICAL DIMENSIONS (Describe the physical dimensions of the existing facility and the proposed facility. Include length, width, quantity and sizes, mgd capacity, etc in detail.) 500 character limit.

Existing sanitary manholes are brick and mortar structures that are degrading due to hydrogen sulfide gases, age, and construction. Degradation has caused infiltration and will ultimately lead to manhole collapse. The existing 7,639 feet of clay sewer main is 8" in diameter and degrading under the same conditions. The system was installed in the mid 1930's and infiltration has caused the treatment plant to see higher than normal flows.

## 5.0 Project Officials

Changes in Project Officials must be submitted in writing from an officer of record.

### 5.1 Chief Executive Officer (Person authorized in legislation to sign project agreements)

Name: Chris Wojnicz  
Title: Deputy Sanitary Engineer  
Address: 406 Justice Drive  
  
City: Lebanon State: OH Zip: 45036  
Phone: (513) 695-1646  
FAX: (513) 695-2995  
E-Mail: christopher.wojnicz@co.warren.oh.us

### 5.2 Chief Financial Officer (Can not also serve as CEO)

Name: Michael Zeiher  
Title: Business Manager, Water & Sewer Department  
Address: P.O. Box 530  
406 Justice Drive  
City: Lebanon State: OH Zip: 45036  
Phone: (513) 695-1642  
FAX: (513) 695-2995  
E-Mail: michael.zeiher@co.warren.oh.us

### 5.3 Project Manager

Name: Chris Wojnicz  
Title: Deputy Sanitary Engineer  
Address: P.O. Box 530  
406 Justice Drive  
City: Lebanon State: OH Zip: 45036  
Phone: (513) 695-1646  
FAX: (513) 695-2995  
E-Mail: christopher.wojnicz@co.warren.oh.us

## 6.0 Attachments / Completeness review

Confirm in the boxes below that each item listed is attached (Check each box)

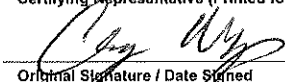
- A certified copy of the legislation by the governing body of the applicant authorizing a designated official to sign and submit this application and execute contracts. This individual should sign under 7.0, Applicant Certification, below.
- A certification signed by the applicant's chief financial officer stating the amount of all local share funds required for the project will be available on or before the dates listed in the Project Schedule section. If the application involves a request for loan (RLP or SCIP), a certification signed by the CFO which identifies a specific revenue source for repaying the loan also must be attached. Both certifications can be accomplished in the same letter.
- A registered professional engineer's detailed cost estimate and useful life statement, as required in 164-1-13, 164-1-14, and 164-1-16 of the Ohio Administrative Code. Estimates shall contain an engineer's seal or stamp and signature.
- A cooperative agreement (if the project involves more than one subdivision or district) which identifies the fiscal and administrative responsibilities of each participant.
- Farmland Preservation Review - The Governor's Executive Order 98-IV, "Ohio Farmland Protection Policy" requires the Commission to establish guidelines on how it will take protection of productive agricultural and grazing land into account in its funding decision making process. Please include a Farm Land Preservation statement for projects that have an impact on farmland.
- Capital Improvements Report. CIR Required by O.R.C. Chapter 164.06 on standard form.
- Supporting Documentation: Materials such as additional project description, photographs, economic impact (temporary and/or full time jobs likely to be created as a result of the project), accident reports, impact on school zones, and other information to assist your district committee in ranking your project. Be sure to include supplements which may be required by your local District Public Works Integrating Committee.

## 7.0 Applicant Certification

The undersigned certifies: (1) he/she is legally authorized to request and accept financial assistance from the Ohio Public Works Commission as identified in the attached legislation; (2) to the best of his/her knowledge and belief, all representations that are part of this application are true and correct; (3) all official documents and commitments of the applicant that are part of this application have been duly authorized by the governing body of the applicant; and, (4) should the requested financial assistance be provided, that in the execution of this project, the applicant will comply with all assurances required by Ohio Law, including those involving Buy Ohio and prevailing wages.

**Applicant certifies that physical construction on the project as defined in the application has NOT begun, and will not begin until a Project Agreement for this project has been executed with the Ohio Public Works Commission. Action to the contrary will result in termination of the agreement and withdrawal of Ohio Public Works Commission funding from the project.**

CHRISTOPHER WOSNITZ, PE, DEPUTY SANITARY ENGINEER  
Certifying Representative (Printed form, Type or Print Name and Title)

 7/10/19  
Original Signature / Date Signed

# Resolution

Number 19-0929

Adopted Date July 16, 2019

AUTHORIZE THE PRESIDENT OF THIS BOARD TO SIGN A SATISFACTION OF MORTGAGE FOR STEVEN BUNCH

WHEREAS, Steven Bunch, received a Deferred Loan for the Purchase of Property through the Community Housing Improvement Program grant; and

WHEREAS, the Deferred Loan for said down Payment assistance has been fully paid and satisfied by Steven Bunch.

NOW THEREFORE BE IT RESOLVED, to authorize the President of this Board to sign a Satisfaction of Mortgage for Steven Bunch, on the real estate known as 1136 Revere's Run Drive, Lebanon, Ohio 45036.

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

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

Resolution adopted this 16<sup>th</sup> day of July 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/vsp

cc c/a—Bunch, Steven  
Bunch, Steven  
OGA (file)

**SATISFACTION OF MORTGAGE**

**KNOW ALL MEN BY THESE PRESENTS, THAT the Warren County Board of Commissioners** does hereby certify, that a certain Mortgage Deed, dated the 28th day of July, 2006, recorded on the on the 1st day of August, 2006, Record of Mortgages, Vol. 4255 Pages 137-140 in the Office of the Recorder of Warren County, Ohio, executed by Steven Bunch, unmarried, to the Warren County Board of Commissioners on the following real estate, known as 1136 Revere's Run Drive, Lebanon, Ohio 45036, and legally described in Exhibit "A", attached hereto and made a part hereof, has been **fully paid and satisfied**, and the Recorder is authorized to **discharge** the same of record.

In Testimony Whereof, the said Warren County Board of Commissioners by Shannon Jones, President, acting in her official capacity, has hereunto set her hand this 16th day of July, 2019, A.D.

Signed and Acknowledged  
In the Presence of

**Warren County Board of Commissioners**

  
Shannon Jones, President

\_\_\_\_\_  
Signature of Witness #1

\_\_\_\_\_  
Printed Name of Witness #1

\_\_\_\_\_  
Signature of Witness #2

\_\_\_\_\_  
Printed Name of Witness #2

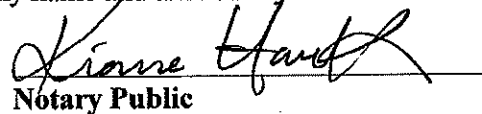
**State of Ohio**  
**County of Warren, ss:**

Be It Remembered, That on this 16th day of July, 2019, A.D., before me, the subscriber, a Notary Public in and for said County, personally came the above named Shannon Jones, President of the Warren County Board of Commissioners, who acknowledged the signing of the foregoing instrument, while acting in her official capacity, to be her voluntary act and deed, for uses and purposes therein mentioned.

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



**KIANA HAWK**  
**NOTARY PUBLIC**  
**STATE OF OHIO**  
Recorded in  
Warren County  
My Comm. Exp. 7/8/2023

  
Notary Public

This instrument prepared by Warren County, Ohio.

**EXHIBIT "A"**  
Legal Description  
Warren County

Parcel Sidwell No.08-01-171-006



Situated in the State of Ohio, County of Warren, City of Lebanon, Section 1, Town 3, Range 4  
MRS, and being Lot Number 7629 of Revere's Run, Section Six, as recorded in Plat Book 64,  
Pages 10 and 11 of the Plat Records of Warren County, Ohio.

Address: 1136 Revere's Run Drive, Lebanon, Ohio 45036

*BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO*

# Resolution

Number 19-0930

Adopted Date July 16, 2019

DECLARE VARIOUS ITEMS WITHIN BUILDING & ZONING, BOARD OF DEVELOPMENTAL DISABILITIES, COUNTY COURT, CLERK OF COURTS-LEGAL, EMERGENCY MANAGEMENT, FACILITIES MANAGEMENT, HEALTH DEPARTMENT, SOIL AND WATER CONSERVATION, AND SHERIFF'S OFFICE AS SURPLUS AND AUTHORIZE THE DISPOSAL OF SAID ITEMS

BE IT RESOLVED, to authorize disposal of various items from Building & Zoning, Board of Developmental Disabilities, County Court, Clerk of Courts- Legal, Emergency Management, Facilities Management, Health Department, Soil and Water Conservation, and Sheriff's Office in accordance with the Ohio Revised Code; list of said items attached hereto and made a part hereof.

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

Mr. Grossmann – absent

Mrs. Jones – yea

Mr. Young – yea

Resolution adopted this 16<sup>th</sup> day of July 2019.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

/sr

cc: 2019 Auction file  
Facilities Management (file)  
Brenda Quillen, Auditor's Office

# Warren County Facilities Management

GovDeals

B&Z19002

430 South East Street  
513-695-1463

Michael D. Shadoan  
Director

## GovDeals Item Inspection Form

Building & Zoning

Date:

Jun 20, 2019

002

### DESK, FILE CABINETS



Select Item Type

Lot of Multiple Items

Qty	Brand	Model	Working Condition Y/N	Description
3			Y	DESKS
3			Y	FILE CABINETS

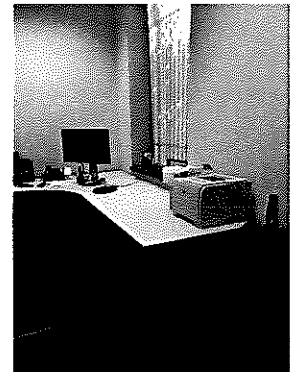
Additional Comments



(Click above to add additional picture)



(Click above to add additional picture)



(Click above to add additional picture)

Name: ANNA HELTON

Title: OFFICE ADMIN

Phone Number 695-1295

Location of Item: 3RD FLOOR

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



# Warren County Facilities Management

GovDeals #

B&Z19003

430 South East Street  
513-695-1463

Michael D. Shadoan  
Director

## GovDeals Item Inspection Form

Building & Zoning

Date:

Jun 26, 2019

003

### DESK, FILING CABINETS, HUTCH, PRINTER



Select Item Type

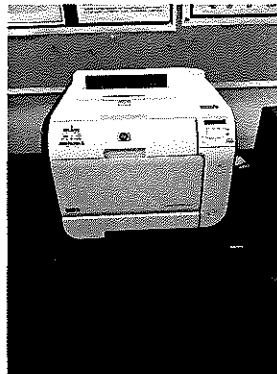
Lot of Multiple Items

Qty	Brand	Model	Working Condition Y/N	Description
1			Y	DESK
1			Y	HUTCH
1			Y	2 DRAWER FILING CABINET
2			Y	3 DRAWER FILING CABINET
1			N	LASERJET PRO 4000 COLOR (PAPER JAMS)
1			Y	TABLE

Additional Comments



(Click above to add additional picture)



(Click above to add additional picture)

(Click above to add additional picture)

Name: ANNA HELTON

Title: OFFICE ADMIN

Phone Number 513-695-1295

Location of Item: BUILDING/ZONING DEPARTMENT

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

# Warren County Facilities Management

GovDeals #

BDD19003

430 South East Street  
513-695-1463

Michael D. Shadoan  
Director

## GovDeals Item Inspection Form

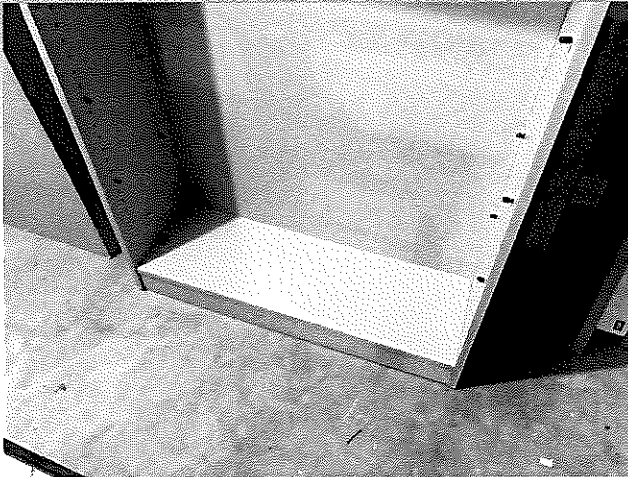
Board of DD

Date:

Jun 19, 2019

003

### 2 Bookshelves



Select Item Type

Single Item

Category Furniture/Furnishings

Brand Unknown

Model # 42" x 36" x 12"

Serial #

Date Removed From Service 6/19/19

Did Item Work When Removed?

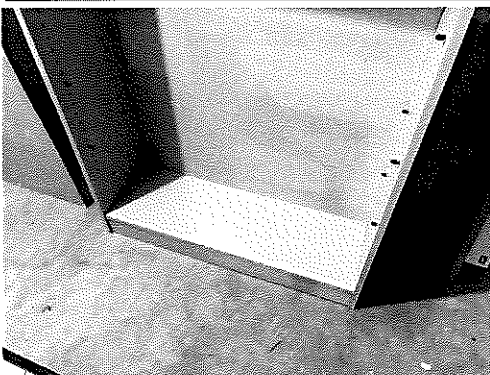
Yes

No

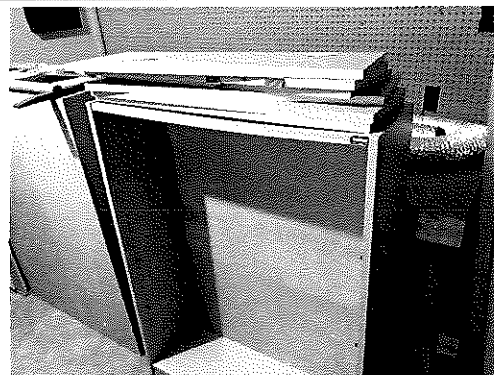
Unknown

Additional Comments

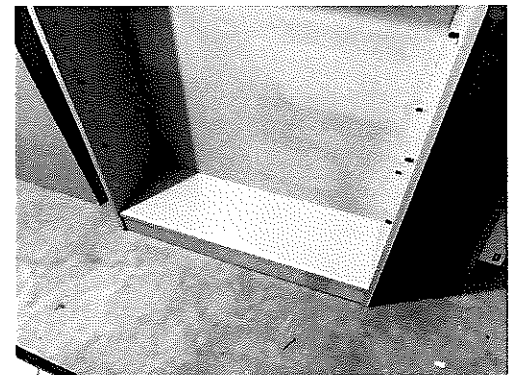
2 Bookshelves, gray



(Click above to add additional picture)



(Click above to add additional picture)



(Click above to add additional picture)

Name: Pete Mason

Title: Operations Director

Phone Number 513-518-1848

Location of Item: 42 Kings Way, South Lebanon, Ohio 45065

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

# Warren County Facilities Management

GovDeals #

BDD19004

430 South East Street  
513-695-1463

Michael D. Shadoan  
Director

## GovDeals Item Inspection Form

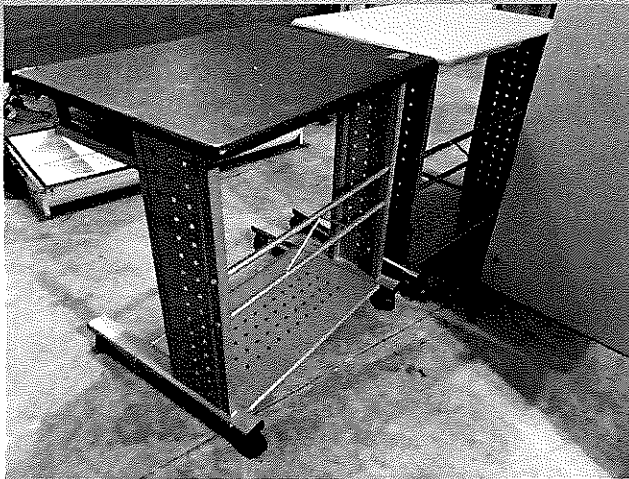
Board of DD

Date:

Jun 19, 2019

004

### Computer desks



Select Item Type

Single Item

Category Furniture/Furnishings

Brand Unknown

Model # N/A

Serial #

Date Removed From Service 6/19/19

Did Item Work When Removed?

Yes

No

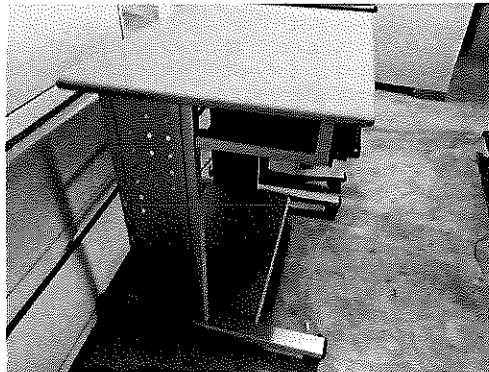
Unknown

Additional Comments

2 Computer Tables



(Click above to add additional picture)



(Click above to add additional picture)



(Click above to add additional picture)

Name: Pete Mason

Title: Operations Director

Phone Number 513-518-1848

Location of Item: 42 Kings Way, South Lebanon, Ohio 45065

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

430 South East Street  
513-695-1463

Michael D. Shadoan  
Director

## GovDeals Item Inspection Form

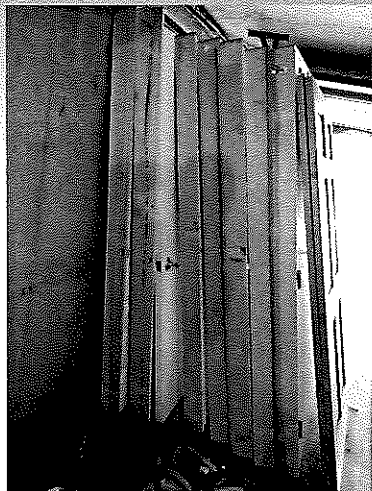
Board of DD

Date:

Jun 19, 2019

005

### Miscellaneous Doors



Select Item Type

Single Item

Category

Builders Supplies

Brand

Various

Model #

Various

Serial #

Date Removed From Service

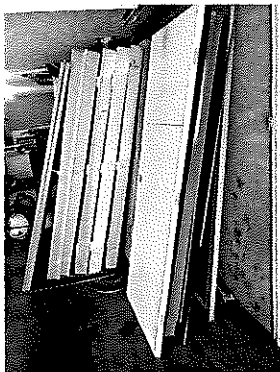
6/19/19

Did Item Work When Removed?

 Yes No Unknown

#### Additional Comments

Various types and styles of interior doors. 7 pre-hung interior (2- 3'-0", 4- 2'-8", 1- 2'-6"). 2-6 panel solid core doors 36"  
2- bifold closet doors  
2- beige storm doors  
2- 36" solid core birch



(Click above to add additional picture)



(Click above to add additional picture)



(Click above to add additional picture)

Name: Pete Mason

Title: Operations Director

Phone Number 513-518-1848

Location of Item: 42 Kings Way, South Lebanon, Ohio 45065

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

430 South East Street  
513-695-1463

Michael D. Shadoan  
Director

## GovDeals Item Inspection Form

Board of DD

Date:

Jun 19, 2019

006

### Entertainment Center



Select Item Type

Single Item

Category

Furniture/Furnishings

Brand

Unknown

Model #

Unknown

Serial #

Date Removed From Service

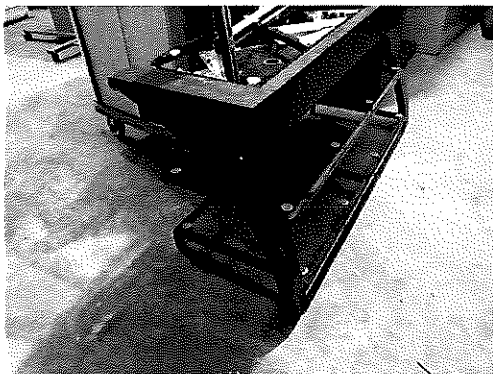
6/19/19

Did Item Work When Removed?

 Yes No Unknown

Additional Comments

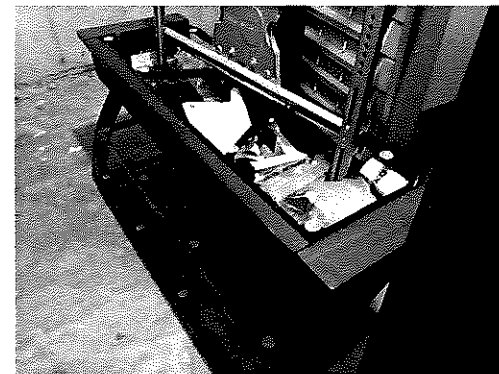
Entertainment center



(Click above to add additional picture)



(Click above to add additional picture)



(Click above to add additional picture)

Name: Pete Mason

Title: Operations Director

Phone Number 513-518-1848

Location of Item: 42 Kings Way, South Lebanon, Ohio 45065

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

430 South East Street  
513-695-1463

Michael D. Shadoan  
Director

## GovDeals Item Inspection Form

Board of DD

Date:

Jun 19, 2019

007

### Lot of Lateral File Cabinets



Select Item Type

Single Item

Category Office Equipment/Supplies

Brand Global/others

Model # Various

Serial #

Date Removed From Service 6/19/19

Did Item Work When Removed?

Yes  No  Unknown

#### Additional Comments

Filing cabinets: Lateral cabinets 1 - 42w x 53 high, 1- 36w x 52 high, 1- 36w x 56 high, 1- 36w x 61 high, 1- 36w x 65 high. plus 3 - 4 drawer cabinets (not pictured) .



(Click above to add additional picture)



(Click above to add additional picture)



(Click above to add additional picture)

Name: Pete Mason

Title: Operations Director

Phone Number 513-518-1848

Location of Item: 42 Kings Way, South Lebanon, Ohio 45065

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

430 South East Street  
513-695-1463

Michael D. Shadoan  
Director

## GovDeals Item Inspection Form

Board of DD	Date: Jun 19, 2019	008
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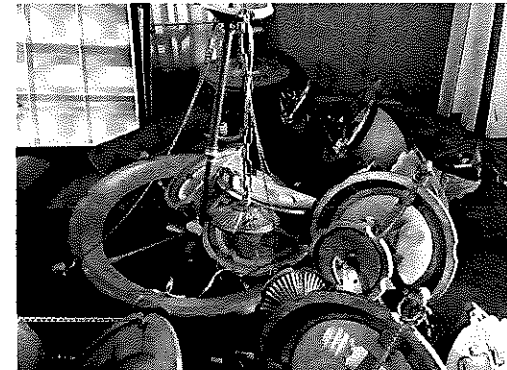
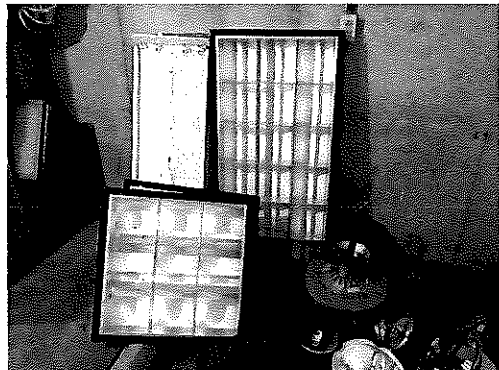
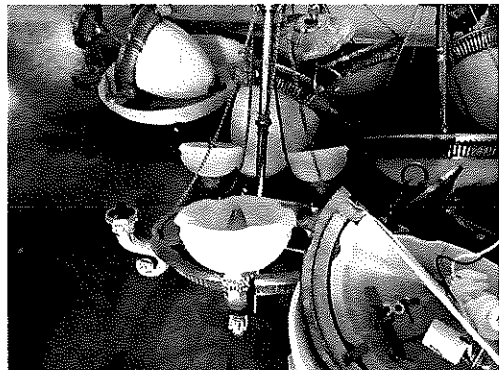
### Light fixtures



Select Item Type		Lot of Multiple Items		
Qty	Brand	Model	Working Condition Y/N	Description
10			y	Chandeliers
3			y	2' x 4' fluorescent fixtures
2			y	2' x 2' U bulb fluorescent fixtures
7			y	wall sconces
1			y	ceiling fan

Additional Comments

Filing cabinets: Lateral cabinets 1 - 42w x 53 high, 1- 36w x 52 high, 1- 36w x 56 high, 1- 36w x 61 high, 1- 36w x 65 high. plus 3 - 4 drawer cabinets (not pictured) .



(Click above to add additional picture)

(Click above to add additional picture)

(Click above to add additional picture)

Name: Pete Mason Title: Operations Director Phone Number 513-518-1848

Location of Item: 42 Kings Way, South Lebanon, Ohio 45065

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

430 South East Street  
513-695-1463

Michael D. Shadoan  
Director

## GovDeals Item Inspection Form

Board of DD

Date:

Jun 19, 2019

009

### Medicine Cart



Select Item Type

Single Item

Category Medical/Dental Equipment

Brand Unknown

Model #

Serial #

Date Removed From Service 6/19/19

Did Item Work When Removed?

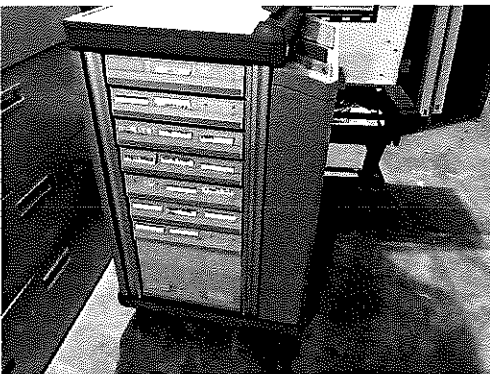
Yes

No

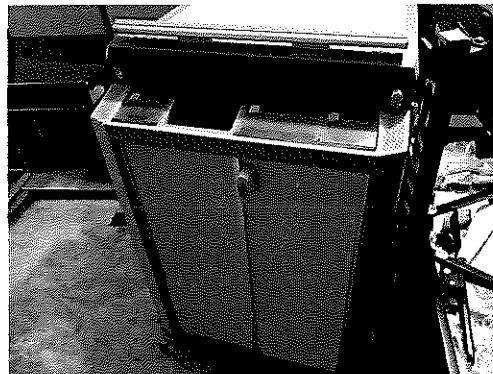
Unknown

Additional Comments

Med cart



(Click above to add additional picture)



(Click above to add additional picture)



(Click above to add additional picture)

Name: Pete Mason

Title: Operations Director

Phone Number 513-518-1848

Location of Item: 42 Kings Way, South Lebanon, Ohio 45065

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



# Warren County Facilities Management

GovDeals

BDD19010

430 South East Street  
513-695-1463

Michael D. Shadoan  
Director

## GovDeals Item Inspection Form

Board of DD

Date:

Jun 19, 2019

010

### 4 Picnic Tables



Select Item Type

Single Item

Category Outdoor Living

Brand Vinyl clad metal

Model # 4' square

Serial #

Date Removed From Service 6/19/19

Did Item Work When Removed?

Yes

No

Unknown

Additional Comments

Post mounted vinyl clad metal picnic tables



(Click above to add additional picture)



(Click above to add additional picture)



(Click above to add additional picture)

Name: Pete Mason

Title: Operations Director

Phone Number 513-518-1848

Location of Item: 42 Kings Way, South Lebanon, Ohio 45065

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

# Warren County Facilities Management

GovDeals #

BDD19011

430 South East Street  
513-695-1463

Michael D. Shadoan  
Director

## GovDeals Item Inspection Form

Board of DD

Date:

Jun 19, 2019

011

### Server/Technology Cabinet



Select Item Type

Single Item

Category

Computers, Parts and Supplies

Brand

unknown

Model #

unknown

Serial #

Date Removed From Service

6/19/19

Did Item Work When Removed?

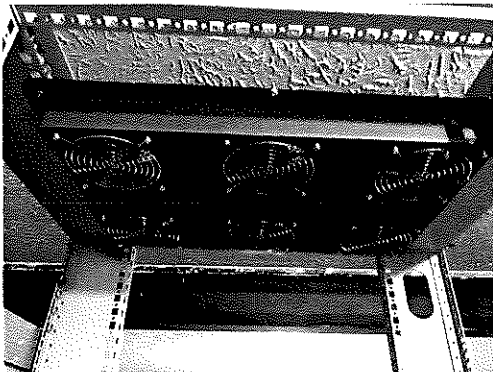
Yes

No

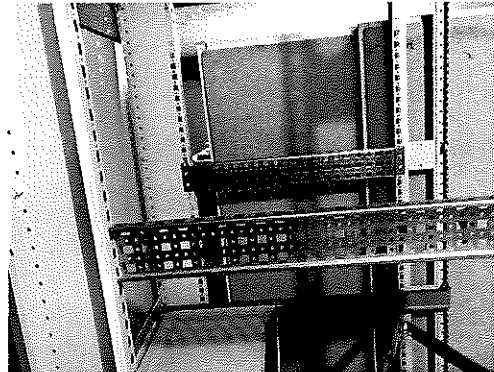
Unknown

Additional Comments

24"x32"x73" tall technology rack with cooling fans and door



(Click above to add additional picture)



(Click above to add additional picture)



(Click above to add additional picture)

Name: Pete Mason

Title: Operations Director

Phone Number 513-518-1848

Location of Item: 42 Kings Way, South Lebanon, Ohio 45065

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

# Warren County Facilities Management

GovDeals #

CCT19007

430 South East Street  
513-695-1463

Michael D. Shadoan  
Director

## GovDeals Item Inspection Form

County Court

Date:

Jun 21, 2019

007

### Cloth office chair



Select Item Type

Single Item

Category Furniture/Furnishings

Brand Mfg. by Hon Company

Model # UNKNOWN

Serial # MAOCGM06

Date Removed From Service 6/21/19

Did Item Work When Removed?

Yes

No

Unknown

Additional Comments

THE CLOTH SEAT HAS A COUPLE SMALL STAINS

(Click above to add additional picture)

(Click above to add additional picture)

(Click above to add additional picture)

Name: CONNIE VANHOOK

Title: CHIEF DEPUTY CLERK

Phone Number 513-695-2465

Location of Item: 822 MEMORIAL DRIVE, LEBANON, OHIO 45036

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

# Warren County Facilities Management

GovDeals #

CKL19005

430 South East Street  
513-695-1463

Michael D. Shadoan  
Director

## GovDeals Item Inspection Form

Clerk of Courts - Legal

Date:

005

### (COUNTER-DESK UNIT)



Select Item Type

Lot of Multiple Items

Qty	Brand	Model	Working Condition Y/N	Description
1				COUNTER-DESK UNIT

Additional Comments

THIS UNIT HAS BEEN DISASSEMBLED INTO VARIOUS SECTIONS.

(Click above to add additional picture)

(Click above to add additional picture)

(Click above to add additional picture)

Name: DAVID GILREATH

Title: CHIEF DEPUTY

Phone Number 695-1785

Location of Item: GOVE DEALS STORAGE ROOM

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

# Warren County Facilities Management

GovDeals #

EMA19001

430 South East Street  
513-695-1463

Michael D. Shadoan  
Director

## GovDeals Item Inspection Form

Emergency Management

Date:

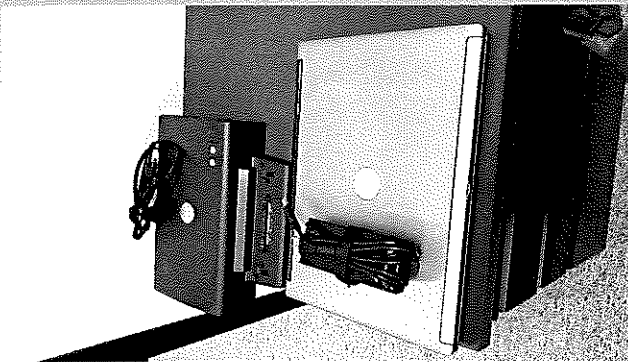
Jul 3, 2019

001

### Laptop, Power Cord and Docking Station

Select Item Type

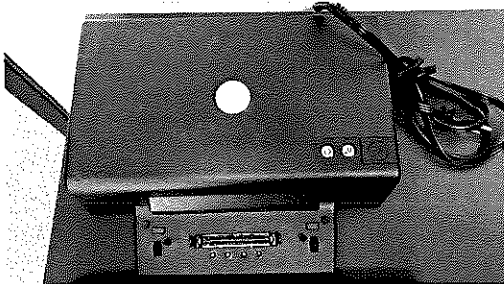
Lot of Multiple Items



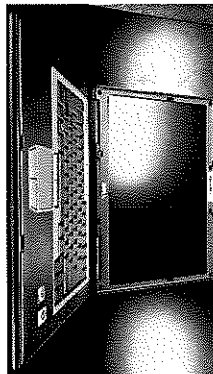
Qty	Brand	Model	Working Condition Y/N	Description
1	Dell	PP04X	N	Dell D830 Laptop and Power Cord
1	Dell	PD01X	Y	Dell Laptop Docking Station

Additional Comments

Laptop will power on, but firmware may need to be reinstalled.



(Click above to add additional picture)



(Click above to add additional picture)

(Click above to add additional picture)

Name: David Wood

Title: LEPC/Grants Coordinator

Phone Number 513-695-1313

Location of Item: Warren County Emergency Services

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

430 South East Street  
513-695-1463

Michael D. Shadoan  
Director

## GovDeals Item Inspection Form

Emergency Management

Date:

Jul 3, 2019

002

### HP Mini Desktop, Power cord and Keyboard

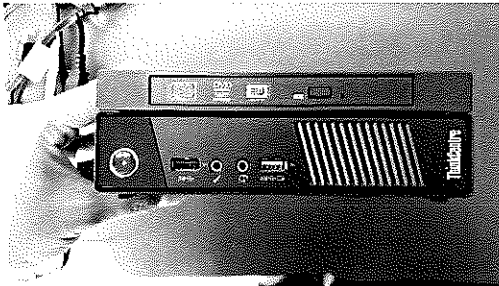
Select Item Type

Lot of Multiple Items



Qty	Brand	Model	Working Condition Y/N	Description
1	HP	000KUS	Y	HP Lenovo ThinkCentre M93P
1	HP	PR1101U	Y	HP Keyboard

Additional Comments



(Click above to add additional picture)

(Click above to add additional picture)

(Click above to add additional picture)

Name: David Wood

Title: LEPC/Grants Coordinator

Phone Number 513-695-1313

Location of Item: Warren County Emergency Services

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

# Warren County Facilities Management

GovDeals #

FAC19038

430 South East Street  
513-695-1463

Michael D. Shadoan  
Director

## GovDeals Item Inspection Form

Facilities Management

Date:

Jul 5, 2019

038

### OVERHEAD STORAGE



Select Item Type

Lot of Multiple Items

Qty	Brand	Model	Working Condition Y/N	Description
5				66" OVERHEAD STORAGE WITH FLIP UP CABINET

Additional Comments

WHERE REMOVED FROM SERVICE BY COUNTY DEPARTMENTS REPLACING THEIR CUBICLE WORKSTATIONS.

(Click above to add additional picture)

(Click above to add additional picture)

(Click above to add additional picture)

Name: SAM ROBERTS

Title: ASSOCIATE ARCHITECT

Phone Number 513-695-3125

Location of Item: 430 JUSTICE DRIVE , LEBANON,OHIO 45036

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

430 South East Street  
513-695-1463

Michael D. Shadoan  
Director

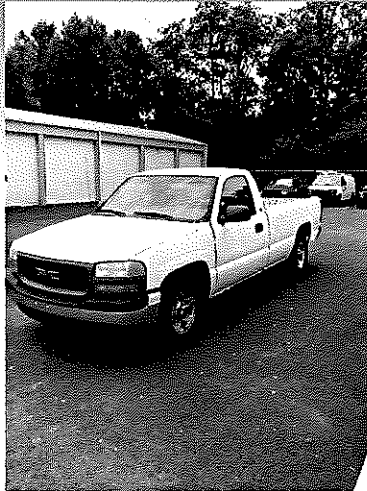
## GovDeals Item Inspection Form

Health Dept.

Date:

000

### 2001 GMC SIERRA 1500 2WD



Select Item Type

Vehicle

Vin #

1GTEC14W01Z226330

Title restriction?

Yes  No

Odometer Reading

147651

Yes

Accurate?

No  Unknown

Year

2001

Make

GMC

Model

SIERRA

Does it Start?

Yes  No  With Boost

Does it run?

Yes  No

Color

WHITE

Exterior Condition?

Good  Minor Dents, Dings  
Scratches or rust

Sever dents, Dings  
Scratches or Rust

Interior

Cloth  Leather  Other

Interior Condition?

Good  Fair  Poor

Additional Comments

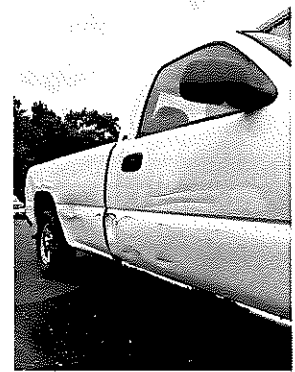
2001 GMC SIERRA C-1500 2WD. 4.3L V6 GASOLINE ENGINE, AUTOMATIC TRANSMISSION. A/C, TILT STEERING, POWER STEERING. MANUAL WINDOWS, LOCKS, MIRRORS, AND SEATS. BROUGHT TO US WITH UNKNOWN FUEL PROBLEM THAT KEPT IT FROM RUNNING. GOT IT STARTED IN THE PARKING LOT TO MOVE AND KNOCKED BAD AT FIRST AND DIDNT WANT TO STAY RUNNING. ALSO THERE IS NOT ONE STRAIGHT BODY PANEL ON THIS VEHICLE.



(Click above to add additional picture)



(Click above to add additional picture)



(Click above to add additional picture)

Name:

Title:

Phone Number

Location of Item: 1433 WEST MAIN STREET LEBANON OHIO 45036.

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



430 South East Street  
513-695-1463

Michael D. Shadoan  
Director

## GovDeals Item Inspection Form

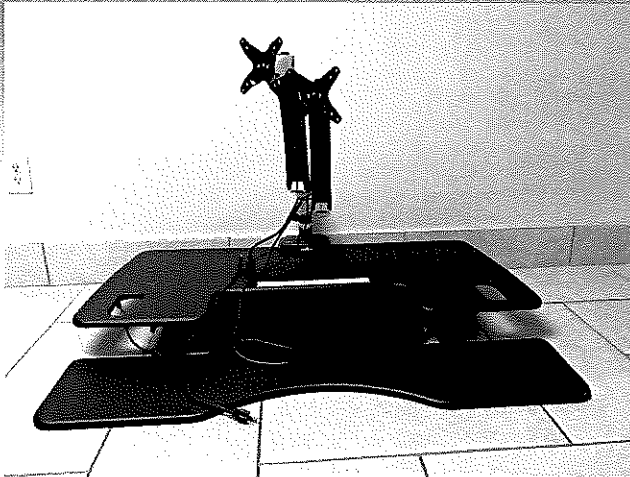
Soil and Water

Date:

Jul 5, 2019

001

### VARIDESK HEIGHT ADJUSTABLE STAND



Select Item Type

Single Item

Category Office Equipment/Supplies

Brand VARIDESK

Model # Various

Serial #

Date Removed From Service 7/5/19

Did Item Work When Removed?

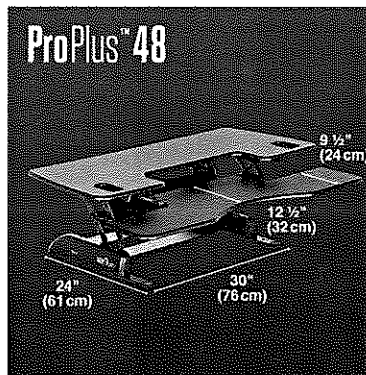
Yes  No  Unknown

#### Additional Comments

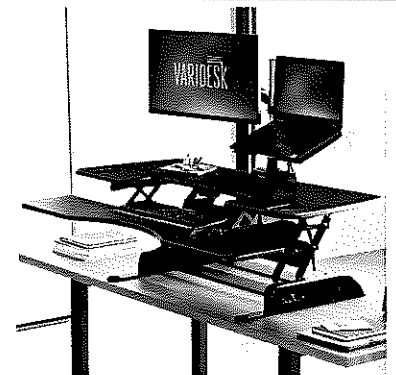
DESK TOP 2 SPACIOUS TIERS HEIGHT ADJUSTABLE WORKSATON. ERGONOMIC MOVEMENT: Our special rowing-lift raising mechanism with its up-and-back movement allows you to use the power from your lower half – leaving your back in a neutral state/healthy posture/straight and strong. QUALITY: Built with a heavy, weighted base and high-quality materials so it remains sturdy and stable. The patented, spring-loaded lift was designed and tested for your safety and ease. There is a dual full motion spring monitor arm mount. Monitor Arm Supports up to 19.8 lbs. Arm Height Adjustment Range: 12". Max Arm Extension: 29". Fully articulating Monitor Rotates 360 Deg.



(Click above to add additional picture)



(Click above to add additional picture)



(Click above to add additional picture)

Name: Conley Molly

Title: Director

Phone Number 513-695-1337

Location of Item: 420 East Silver St., Lebanon, Ohio 45065

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

430 South East Street  
513-695-1463

Michael D. Shadoan  
Director

## GovDeals Item Inspection Form

Sheriff

Date:

Jun 20, 2019

103

### 2014 FORD TAURUS POLICE SEDAN INTERCEPTOR



Select Item Type

Vehicle

Vin #

1FAHP2MTXEG170305

Title restriction?

Yes  No

Odometer Reading

69951

Yes

Accurate?

No  Unknown

Year

2014

Make

FORD

Model

TAURUS

Does it Start?

Yes  No  With Boost

Does it run?

Yes  No

Color

BLACK

Exterior Condition?

Good  Minor Dents, Dings  
Scratches or rust  Sever dents, Dings  
Scratches or Rust

Interior

Cloth  Leather  Other

Interior Condition?

Good  Fair  Poor

Additional Comments

2014 FORD TAURUS POLICE INTERCEPTOR. 3.5L TURBOCHARGED V6 GASOLINE ENGINE. AUTOMATIC TRANSMISSION. VEHICLE WAS IN MAJOR ACCIDENT AND WAS CONSIDERED A TOTAL LOSS. ALL AIRBAGS HAVE BEEN DEPLOYED. SOME PARTS HAVE BEEN REMOVED AS WELL. BATTERY CABLES HAVE BEEN SEVERED AND WILL NOT START OR TURN ON. MILEAGE IS AN ESTIMATE FROM LAST TIME IT WAS IN FOR SERVICE.



(Click above to add additional picture)



(Click above to add additional picture)



(Click above to add additional picture)

Name: Nicki Bishop

Title: WCSO - Fiscal

Phone Number x1285

Location of Item: 1433 WEST MAIN STREET LEBANON OHIO 45036. WARREN COUNTY GARAGE.

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

# Warren County Facilities Management

GovDeals#

SHF19104

430 South East Street  
513-695-1463

Michael D. Shadoan  
Director

## GovDeals Item Inspection Form

Sheriff

Date:

Jun 20, 2019

104

### 2013 CHEVROLET TAHOE 2WD LS



Select Item Type

Vehicle

Vin #

1GNLC2E00DR229702

Title restriction?

Yes  No

Odometer Reading

125889

Accurate?

Yes  No  Unknown

Year

2013

Make

CHEVROLET

Model

TAHOE

Does it Start?

Yes  No  With Boost

Does it run?

Yes  No

Color

BLACK

Exterior Condition?

Good  Minor Dents, Dings  
Scratches or rust

Severe dents, Dings  
Scratches or Rust

Interior

Cloth  Leather  Other

Interior Condition?

Good  Fair  Poor

Additional Comments

2013 CHEVROLET TAHOE 2WD LS. 5.3L GASOLINE V8 ENGINE, 6 SPEED AUTOMATIC TRANSMISSION, 2 WHEEL DRIVE. A/C, POWER DOOR LOCKS, POWER WINDOWS, AM/FM CD PLAYER, POWER HEATED MIRRORS. VEHICLE WAS IN A CRASH AND WAS CONSIDERED A TOTAL LOSS. AIRBAGS HAVE BEEN DEPLOYED INSIDE (STEERING WHEEL, CURTAINS, ETC..).



(Click above to add additional picture)



(Click above to add additional picture)



(Click above to add additional picture)

Name: Nicki Bishop

Title: WCSO - Fiscal

Phone Number x1285

Location of Item: 1433 WEST MAIN STREET LEBANON OHIO 45036. WARREN COUNTY GARAGE.

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

*BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO*

# Resolution

Number 19-0931

Adopted Date July 16, 2019

## ACKNOWLEDGE APPROVAL OF FINANCIAL TRANSACTIONS

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

WHEREAS, it is necessary to approve an operational transfer and a supplemental appropriation in order to make a timely payment; and

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

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

Mr. Grossmann – absent

Mrs. Jones – yea

Mr. Young – yea

Resolution adopted this 16<sup>th</sup> day of July 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/tao

cc: Auditor   
Operational Transfer file  
Supplemental Appropriation file  
OMB (file)

APPROVE A SUPPLEMENTAL APPROPRIATION INTO COMMISSIONERS FUND #1101,  
APPROVE AN OPERATIONAL TRANSFER FROM COMMISSIONERS FUND #11011112  
INTO PROPERTY AND CASUALTY FUND #6637 AND APPROVE A SUPPLEMENTAL  
APPROPRIATION INTO PROPERTY AND CASUALTY FUND #6637

BE IT RESOLVED, to approve the following supplemental appropriation:

\$100,000 into # 11011112-5997 (BOCC- Operational Transfer)

BE IT FURTHER RESOLVED, to approve the following operational transfer:

\$100,000 from # 11011112-5997 (BOCC- Operational Transfer)  
into # 6637 49000 (Commissioners Insurance-Distribs & Transfs)

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

\$100,000 into #66371113-5910 (Commissioners Insurance – Other)

M moved to adopt the foregoing resolution, seconded by M. Upon call of the roll, the following  
vote resulted:

M  
M  
M

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

BOARD OF COUNTY COMMISSIONERS

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

Cc: Auditor  
Supplemental Appropriation file  
Operational Transfer file

*Will be ratified 7-16-19*

*T2  
7-11-19*

*BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO*

# Resolution

Number 19-0932

Adopted Date July 16, 2019

## ACKNOWLEDGE PAYMENT OF BILLS

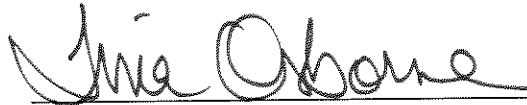
BE IT RESOLVED, to acknowledge payment of bills from 7/9/19 and 7/11/19 as attached hereto and made a part hereof.

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

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

Resolution adopted this 16<sup>th</sup> day of July 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/tao

cc:

Auditor ✓

# Resolution

Number 19-0933

Adopted Date July 16, 2019

APPROVE BOND RELEASE FOR FISCHER DEVELOPMENT COMPANY FOR  
COMPLETION OF IMPROVEMENTS IN PROVIDENCE, SECTION 3 SITUATED IN  
HAMILTON 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	:	Providence, Section 3
Developer	:	Fischer Development Company
Township	:	Hamilton
Amount	:	\$41,626.00
Surety Company	:	Westchester Fire Insurance Co. #K09244657

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

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

Resolution adopted this 16th day of July 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

# Resolution

Number 19-0934

Adopted Date July 16, 2019

APPROVE BOND RELEASE FOR FISCHER DEVELOPMENT COMPANY FOR COMPLETION OF IMPROVEMENTS IN PROVIDENCE, SECTION 4 SITUATED IN HAMILTON 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

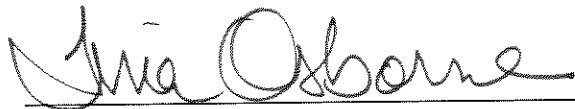
Bond Number	:	N/A
Development	:	Providence, Section 4
Developer	:	Fischer Development Company
Township	:	Hamilton
Amount	:	\$149,946.55
Surety Company	:	RLI Insurance Company #CMS0293609

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

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

Resolution adopted this 16<sup>th</sup> day of July 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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



# Resolution

Number 19-0935

Adopted Date July 16, 2019

APPROVE BOND RELEASE FOR FISCHER DEVELOPMENT COMPANY FOR  
COMPLETION OF IMPROVEMENTS IN PROVIDENCE, SECTION 4 SITUATED IN  
HAMILTON 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	:	Providence, Section 5
Developer	:	Fischer Development Company
Township	:	Hamilton
Amount	:	\$12,515.75
Surety Company	:	RLI Insurance Company #CMS0324500

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

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

Resolution adopted this 16<sup>th</sup> day of July 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

# Resolution

Number 19-0936

Adopted Date July 16, 2019

ENTER INTO STREET AND APPURTENANCES (INCLUDING SIDEWALKS) SECURITY AGREEMENT WITH CROSS CREEK ESTATES, LLC, FOR INSTALLATION OF CERTAIN IMPROVEMENTS IN CROSS CREEK ESTATES, PHASE 2, BLOCK "B" SITUATED IN DEERFIELD TOWNSHIP

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

## SECURITY AGREEMENT

Bond Number	:	19-011 (P/S)
Development	:	Cross Creek Estates, Phase 2, Block "B"
Developer	:	Cross Creek Estates, LLC
Township	:	Deerfield
Amount	:	\$41,132.00
Surety Company	:	Westchester Fire Ins.Co. (K09676946)

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

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

Resolution adopted this 16<sup>th</sup> day of July 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

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

**STREETS AND APPURTENANCES**

Security Agreement No.

\_\_\_\_\_

This Agreement made and concluded at Lebanon, Ohio, by and between Cross Creek Estates, LLC (1) (hereinafter the "Developer") and the Warren County Board of County Commissioners, (hereinafter the "County Commissioners"), and Westchester Fire Insurance Company (2) (hereinafter the "Surety").

**WITNESSETH:**

**WHEREAS**, the Developer is required to install certain improvements in Cross Creek Estates Subdivision, Section/Phase 2B (3) (hereinafter the "Subdivision") situated in Deerfield (4) Township, Warren County, Ohio, in accordance with the Warren County Subdivision regulations (hereinafter called the "Improvements"); and,

**WHEREAS**, it is estimated that the total cost of the Improvements is \$110,488.45, and that the Improvements that have yet to be completed and approved may be constructed in the sum of \$31,640.00; and,

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

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

1. The Developer will provide **performance security** to the County Commissioners in the sum of \$41,132.00 to secure the performance of the construction of the uncompleted or unapproved Improvements in accordance with Warren County subdivision regulations (hereinafter the Performance Obligation). If any sum greater than zero (0) is inserted herein, the **minimum performance security** shall be twenty percent (20%) of the total cost of the Improvements.

2. The County Commissioners will, upon approval of the County Engineer of all Improvements in the Subdivision, tentatively accept all Improvements.
3. The Developer shall be in default of the Performance Obligation if the construction or installation of any Improvement by the Developer is not completed within 1 years from the date of the execution of this agreement, as determined by the County Engineer. The same shall apply whenever construction of the Improvements is not performed in accordance with the Warren County subdivision regulations.
4. The condition of the Performance Obligation shall be that whenever the Developer shall be declared by the County Commissioners to be in default, the Surety and the Developer shall, upon written notification of default by the County Commissioners to the Surety promptly make sufficient funds available to the County Commissioners to pay the cost of the completion of the construction of the uncompleted or unapproved Improvements in accordance with Warren County subdivision regulations, including any costs incurred by the County Commissioners which are incidental to the completion of the construction of the uncompleted or unapproved Improvements, including, but not limited to costs associated with publication of legal notices, preparation of such additional plans, specifications and drawings as may, in the judgment of the County Commissioners, be necessary, preparation of bid documents, etc., but not exceeding the amount set forth in Item 1 hereof. The Developer shall have the opportunity to respond in writing within two (2) weeks of receipt of notice of intent to find the Developer in default. In the case that the performance security given is in the form of a cashier's check or certified check provided directly to the County Commissioners, the County Commissioners may apply such funds as set forth herein upon notification of default to the Surety. The determination of the amount of funds to be disbursed by Surety to the County Commissioners as set forth in the aforesaid notification is final and binding upon the parties hereto. However, the foregoing shall not release Developer from any liability for any deficiency between the amount of funds disbursed and the actual costs incurred by the County Commissioners in the completion of the construction or installation of the uncompleted or unapproved Improvements and Developer expressly agrees to be liable to the County Commissioners for any such deficiency.
5. **The County Commissioners, the Developer and Surety mutually agree that the Performance Obligation created herein shall continue until the completion of the installation of the Improvements in accordance with Warren County subdivision regulations and that upon the Improvements having been inspected and approved for two years maintenance, the Performance Obligation shall become null and void after the Developer posts the maintenance security provided for herein.**
6. The Developer will provide **maintenance security** to the County Commissioners in the sum of \$22,097.69 to secure the performance of all maintenance upon the Improvements as determined to be necessary by the County Engineer (hereinafter the Maintenance Obligation). In no event shall the sum provided for herein be less than twenty percent (20%) of the estimated total cost of the Improvements as set forth above.

7. The Developer, upon being notified by the County Engineer of the maintenance required upon the Improvements to bring the same into compliance with Warren County Subdivision regulations shall immediately undertake to perform and complete such required maintenance within the time set forth in the notice from the County Engineer.
8. The Developer shall be in default of the Maintenance Obligation should the Developer fail to complete or cause to be undertaken and completed required maintenance upon the Improvements as set forth in Item 7 hereof.
9. The condition of the Maintenance Obligation shall be that whenever the Developer shall be declared by the County Commissioners to be in default, the Surety and the Developer shall, upon written notification of default by the County Commissioners to the Surety promptly make sufficient funds available to the County Commissioners to pay the cost of the required maintenance upon the Improvements, including any costs incurred by the County Commissioners which are incidental to the performance of such maintenance, including, but not limited to costs associated with the publication of legal notices, preparation of additional plans, specifications and drawings, as may, in the judgment of the County Commissioners, be necessary, preparation of bid documents, etc. but not exceeding the amount set forth in Item 6 hereof. The Developer shall have the opportunity to respond in writing within two (2) weeks of receipt of notice of intent to find the Developer in default. In the case that the maintenance security given is in the form of a cashier's check or certified check provided directly to the County Commissioners, the County Commissioners may apply such funds to the completion of the required maintenance upon the Improvements upon notification of default to the Surety. The determination of the amount of funds to be disbursed by Surety to the County Commissioners as set forth in the aforesaid notification is final and binding upon the parties hereto. However, the foregoing shall not release Developer from any liability for any deficiency between the amount of funds disbursed and the actual costs incurred by the County Commissioners in the performance of maintenance upon the Improvements and Developer expressly agrees to be liable to the County Commissioners for any such deficiency.
10. That upon expiration of the two years from the date of the tentative acceptance of the Improvements by the County Commissioners and upon satisfactory completion of any required maintenance upon the Improvements to bring the Improvements into compliance with Warren County subdivision regulations, the County Commissioners hereby agree to release the maintenance security and give final acceptance to the Improvements. The Developer shall request, in writing directed to the County Engineer, a final inspection of the Improvements and the Developer shall be responsible for all maintenance as may be necessary and as may accrue from the commencement of the **two year maintenance period** and until such written request for inspection is delivered.
11. In the case of default pursuant to Items 3 and 4 or 8 and 9 hereof, Developer shall make available to the County Commissioners all plans, specifications and drawing relating to the Improvements and hereby directs all third parties, including engineers and consultants, who may possess such plans, specifications and drawings, or copies thereof, to provide the same

to the County Commissioners upon request and presentation of this security agreement or a copy thereof and agrees to hold such third parties harmless from the provision of such plan specifications and drawings pursuant to this item. Developer does hereby consent to the use of such plans, specifications and drawings by the County Commissioners to complete the construction of the uncompleted or unapproved Improvements or the performance of maintenance upon the same in the case of default pursuant to Items 3 and 4 or 8 and 9 hereof.

12. In the case of conflict between the provisions of this agreement and any other security agreement relating to the same Improvements, the provisions of this agreement shall take precedence.
13. Any notice, correspondence, inquiry or request for inspection permitted or required under this security agreement shall be given as follows:

A. To the County Commissioners:

Warren County Board of County Commissioners  
Attn: County Administrator  
406 Justice Drive  
Lebanon, OH 45036  
Ph. (513) 695-1250

B. To the County Engineer:

Warren County Engineer  
105 Markey Road  
Lebanon, OH 45036  
Ph. (513) 695-3336

C. To the Developer:

Cross Creek Estates, LLC

7861 East Kemper Road

Cincinnati, OH 45249

Ph. ( 513 ) 702 - 9419

D. To the Surety:

Westchester Fire Insurance Company

525 W. Monroe Street, Suite 700

Chicago, IL 60661

Ph. ( 312 ) 775 - 3919

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

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

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

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

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

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

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

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

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

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

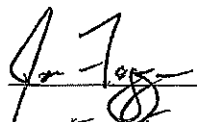
**IN EXECUTION WHEREOF**, the Developer and the Surety have caused this security agreement to be executed on the date stated below.

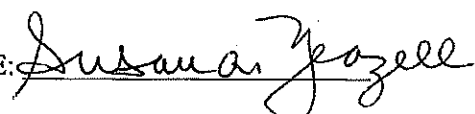
**DEVELOPER:** Cross Creek Estates, LLC

**SURETY:** Westchester Fire Insurance Company

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

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

SIGNATURE: 

SIGNATURE: 

PRINTED NAME: JOE FARRENTINA

PRINTED NAME: Susan A. Yeazell

TITLE: Authorized Agent

TITLE: Attorney-in-Fact

DATE: 7/11/2019

DATE: July 11, 2019

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



IN EXECUTION WHEREOF, the Warren County Board of County Commissioners have caused this security agreement to be executed by the President of the Board, on the date stated below, pursuant to Board Resolution Number 19-0936, dated 7/16/19.

WARREN COUNTY  
BOARD OF COUNTY COMMISSIONERS

SIGNATURE: \_\_\_\_\_

PRINTED NAME: Shannon Jones

TITLE: President

DATE: 7/16/19

RECOMMENDED BY:

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

Neil F. Truiss  
COUNTY ENGINEER

APPROVED AS TO FORM:

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

Colin M. [Signature]  
COUNTY PROSECUTOR

Key:

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

# Power of Attorney

## WESTCHESTER FIRE INSURANCE COMPANY

Know all men by these presents, that WESTCHESTER FIRE INSURANCE COMPANY, a corporation of the Commonwealth of Pennsylvania pursuant to the following Resolution adopted by the Board of Directors of the said Company on December 11, 2006, to wit:

RESOLVED that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into the ordinary course of business (each a "Written Commitment").

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company under the seal of the Company or otherwise.
- (2) Lawfully appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, with all the same authority as is authorized by the grant of powers provided for in such persons' written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment in appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise lawfully granted or vested.

I do hereby nominate, constitute and appoint DAN E. PILES, SUSANA YEAZELL, all of the City of CINCINNATI, Ohio, each individually here by more than one named, his true and lawful attorney-in-fact, to make, execute, seal and deliver on its behalf, and as its act and deed any and all bonds, undertakings, recognizances, contracts and other writings in the nature hereof in penalties not exceeding FIVE MILLION DOLLARS & ZERO CENTS (\$5,000,000.00) and the execution of such writings in pursuance of these presents shall be as binding upon said Company, as fully and as valid as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office.

IN WITNESS WHEREOF, the said Stephen M. Haney, Vice President, has hereunto subscribed his name and affixed the Corporate seal of the said WESTCHESTER FIRE INSURANCE COMPANY this 10 day of May 2018.



WESTCHESTER FIRE INSURANCE COMPANY

*Stephen M. Haney*

Stephen M. Haney, Vice President

COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF PHILADELPHIA

On this 10 day of May 2018 before me, a Notary Public of the Commonwealth of Pennsylvania in and for the County of Philadelphia came Stephen M. Haney, Vice President of the WESTCHESTER FIRE INSURANCE COMPANY to be personally known to be the individual and officer who executed the preceding instrument, and he acknowledged that he executed the same, and that the Seal affixed to the preceding instrument is the corporate seal of said Company, that the said corporate seal and his signature were duly affixed by the authority and direction of the said corporation, and that Resolution adopted by the Board of Directors of said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Philadelphia the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA  
NOTARIAL SEAL  
KAREN E. BRANDT, Notary Public  
City of Philadelphia, Phila. County  
My Commission Expires Sept. 26, 2018

*Karen E. Brandt*  
Notary Public

I, the undersigned Assistant Secretary of the WESTCHESTER FIRE INSURANCE COMPANY, do hereby certify that the original POWER OF ATTORNEY, of which the foregoing is a substantially true and correct copy, is in full force and effect.

In witness, whereof I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of the Corporation, this 11th day of

11th JULY 2018



*Dawn M. Chioros*  
Dawn M. Chioros, Assistant Secretary

THIS POWER OF ATTORNEY MAY NOT BE USED TO EXECUTE ANY BOND WITH AN INCEPTION DATE AFTER MAY 10, 2020.

DocuSign #04540 contains a security pantograph, blue background, heat sensitive ink, QR-reactive watermark, and microtext printing on border.



**PERFORMANCE BOND**

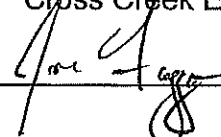
**KNOW ALL MEN BY THESE PRESENTS** that, Cross Creek Estates, LLC., as Principal, and Westchester Fire Insurance Company, as Surety, are held and firmly bound unto Warren County Commissioners, 406 Justice Drive, Lebanon, OH 45036, as Obligee, in the sum of Forty-One Thousand One Hundred Thirty-Two and 00/100 Dollars (\$41,132.00) lawful money of the United States for the payment of which, well and truly be made, we bind ourselves, our heirs, executors, successors and assigns, jointly and severally, firmly by these presents.

**WHEREAS**, the Principal has agreed to construct and dedicate for public purpose and maintenance Streets and Appurtenances (including Sidewalks) in Cross Creek Subdivision, Phase 2 Block B in Deerfield Township, Warren County, OH.

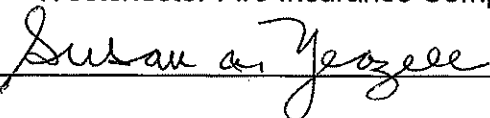
**NOW THEREFORE**, if the said Principal hereinbefore set forth, shall fully and faithfully perform all the work specified to be done in accordance with plans for Streets and Appurtenances (including Sidewalks) in Cross Creek Subdivision, Phase 2 Block B in Deerfield Township, Warren County, OH, on record at Warren County Commissioners, then this obligation shall be void and of no further legal effect; otherwise, this bond shall remain in full force and effect in law; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder, shall in no event exceed the penal amount of this obligation, as herein stated to be the sum of Forty-One Thousand One Hundred Thirty-Two and 00/100 Dollars (\$41,132.00) and no more.

**SIGNED AND DATED THIS** 11<sup>th</sup> day of July, 2019.

Principal: Cross Creek Estates, LLC.

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

Surety: Westchester Fire Insurance Company

By:  \_\_\_\_\_  
Susan A. Yeazell, Attorney-in-Fact

# Resolution

Number 19-0937

Adopted Date July 16, 2019

ENTER INTO A SUBDIVISION PUBLIC IMPROVEMENT PERFORMANCE AND MAINTENANCE SECURITY AGREEMENT WITH CROSS CREEK ESTATES, LLC. FOR INSTALLATION OF CERTAIN IMPROVEMENTS IN CROSS CREEK ESTATES, PHASE 2, BLOCK B, SITUATED IN DEERFIELD TOWNSHIP

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

## SECURITY AGREEMENT

Bond Number	:	19-009 (W/S)
Development	:	Cross Creek Estates, Phase 2, Block B
Developer	:	Cross Creek Estates, LLC
Township	:	Deerfield
Amount	:	\$9,136.11
Surety Company	:	Westchester Fire Insurance Compay (No. K09676958)

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

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

Resolution adopted this 16<sup>th</sup> day of July 2019.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cgb

cc: Cross Creek Estates, LLC, 7861 East Kemper Road, Cincinnati, OH 45249  
Westchester Fire Ins. Co, 525 W. Monroe Street, Suite 700, Chicago, IL 60661  
Water/Sewer (file)  
Bond Agreement file

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

**WATER AND/OR SANITARY SEWER**

Security Agreement No.

19-009 (w/s)

This Agreement made and concluded at Lebanon, Ohio, by and between Cross Creek Estates, LLC (1) (hereinafter the "Developer") and the Warren County Board of County Commissioners, (hereinafter the "County Commissioners"), and Westchester Fire Insurance Company (2) (hereinafter the "Surety").

**WITNESSETH:**

**WHEREAS**, the Developer is required to install certain improvements in Cross Creek Estates ~~Section~~ **Subdivision, Section/Phase 2B** (3) (hereinafter the "Subdivision") situated in Deerfield (4) Township, Warren County, Ohio, in accordance with the Warren County Subdivision regulations (hereinafter called the "Improvements"); and,

**WHEREAS**, it is estimated that the total cost of the Improvements is \$91,361.10, and that the Improvements that have yet to be completed and approved may be constructed in the sum of -0-; and,

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

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

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

2. The County Commissioners will, upon approval of the County Sanitary Engineer of all Improvements in the Subdivision, tentatively accept all Improvements.
3. The Developer shall be in default of the Performance Obligation if the construction or installation of any Improvement by the Developer is not completed within \_\_\_\_\_ years from the date of the execution of this agreement, as determined by the County Sanitary Engineer. The same shall apply whenever construction of the Improvements is not performed in accordance with the Warren County subdivision regulations.
4. The condition of the Performance Obligation shall be that whenever the Developer shall be declared by the County Commissioners to be in default, the Surety and the Developer shall, upon written notification of default by the County Commissioners to the Surety promptly make sufficient funds available to the County Commissioners to pay the cost of the completion of the construction of the uncompleted or unapproved Improvements in accordance with Warren County subdivision regulations, including any costs incurred by the County Commissioners which are incidental to the completion of the construction of the uncompleted or unapproved Improvements, including, but not limited to costs associated with publication of legal notices, preparation of such additional plans, specifications and drawings as may, in the judgment of the County Commissioners, be necessary, preparation of bid documents, etc., but not exceeding the amount set forth in Item 1 hereof. The Developer shall have the opportunity to respond in writing within two (2) weeks of receipt of notice of intent to find the Developer in default. In the case that the performance security given is in the form of a cashier's check or certified check provided directly to the County Commissioners, the County Commissioners may apply such funds as set forth herein upon notification of default to the Surety. The determination of the amount of funds to be disbursed by Surety to the County Commissioners as set forth in the aforesaid notification is final and binding upon the parties hereto. However, the foregoing shall not release Developer from any liability for any deficiency between the amount of funds disbursed and the actual costs incurred by the County Commissioners in the completion of the construction or installation of the uncompleted or unapproved Improvements and Developer expressly agrees to be liable to the County Commissioners for any such deficiency.
5. The County Commissioners, the Developer and Surety mutually agree that the Performance Obligation created herein shall continue until the completion of the installation of the Improvements in accordance with Warren County subdivision regulations and that upon the Improvements having been inspected and approved for one year maintenance, the Performance Obligation shall become null and void.
6. The Developer will provide **maintenance security** to the County Commissioners in the sum of \$9,136.11 to secure the performance of all maintenance upon the Improvements as determined to be necessary by the County Sanitary Engineer (hereinafter the Maintenance Obligation). In no event shall the sum provided for herein be less than ten percent (10%) of the estimated total cost of the Improvements as set forth above.

7. The Developer, upon being notified by the County Sanitary Engineer of the maintenance required upon the Improvements to bring the same into compliance with Warren County Subdivision regulations shall immediately undertake to perform and complete such required maintenance within the time set forth in the notice from the County Sanitary Engineer.
8. The Developer shall be in default of the Maintenance Obligation should the Developer fail to complete or cause to be undertaken and completed required maintenance upon the Improvements as set forth in Item 7 hereof.
9. The condition of the Maintenance Obligation shall be that whenever the Developer shall be declared by the County Commissioners to be in default, the Surety and the Developer shall, upon written notification of default by the County Commissioners to the Surety promptly make sufficient funds available to the County Commissioners to pay the cost of the required maintenance upon the Improvements, including any costs incurred by the County Commissioners which are incidental to the performance of such maintenance, including, but not limited to costs associated with the publication of legal notices, preparation of additional plans, specifications and drawings, as may, in the judgment of the County Commissioners, be necessary, preparation of bid documents, etc. but not exceeding the amount set forth in Item 6 hereof. The Developer shall have the opportunity to respond in writing within two (2) weeks of receipt of notice of intent to find the Developer in default. In the case that the maintenance security given is in the form of a cashier's check or certified check provided directly to the County Commissioners, the County Commissioners may apply such funds to the completion of the required maintenance upon the Improvements upon notification of default to the Surety. The determination of the amount of funds to be disbursed by Surety to the County Commissioners as set forth in the aforesaid notification is final and binding upon the parties hereto. However, the foregoing shall not release Developer from any liability for any deficiency between the amount of funds disbursed and the actual costs incurred by the County Commissioners in the performance of maintenance upon the Improvements and Developer expressly agrees to be liable to the County Commissioners for any such deficiency.
10. That upon expiration of the one year from the date of the tentative acceptance of the Improvements by the County Commissioners and upon satisfactory completion of any required maintenance upon the Improvements to bring the Improvements into compliance with Warren County subdivision regulations, the County Commissioners hereby agree to release the maintenance security and give final acceptance to the Improvements. The Developer shall request, in writing directed to the County Sanitary Engineer, a final inspection of the Improvements and the Developer shall be responsible for all maintenance as may be necessary and as may accrue from the commencement of the one year maintenance period and until such written request for inspection is delivered.
11. In the case of default pursuant to Items 3 and 4 or 8 and 9 hereof, Developer shall make available to the County Commissioners all plans, specifications and drawing relating to the Improvements and hereby directs all third parties, including engineers and consultants, who may possess such plans, specifications and drawings, or copies thereof, to provide the same

to the County Commissioners upon request and presentation of this security agreement or a copy thereof and agrees to hold such third parties harmless from the provision of such plan specifications and drawings pursuant to this item. Developer does hereby consent to the use of such plans, specifications and drawings by the County Commissioners to complete the construction of the uncompleted or unapproved Improvements or the performance of maintenance upon the same in the case of default pursuant to Items 3 and 4 or 8 and 9 hereof.

12. In the case of conflict between the provisions of this agreement and any other security agreement relating to the same Improvements, the provisions of this agreement shall take precedence.
13. Any notice, correspondence, inquiry or request for inspection permitted or required under this security agreement shall be given as follows:

A. To the County Commissioners:

Warren County Commissioners  
Attn: County Administrator  
406 Justice Drive  
Lebanon, OH 45036  
Ph. (513) 695-1250

B. To the County Sanitary Engineer:

Warren County Water & Sewer Department  
Attn: Sanitary Engineer  
406 Justice Drive  
Lebanon, OH 45036  
Ph. (513) 695-1380

C. To the Developer:

Cross Creek Estates, LLC

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7861 East Kemper Road

---

Cincinnati, OH 45249

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Ph. ( 513 ) 702 - 9419

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D. To the Surety:

Westchester Fire Insurance Company  
525 W. Monroe Street, Suite 700  
Chicago, IL 60661  
\_\_\_\_\_  
\_\_\_\_\_

Ph. ( 312 ) 775 - 3919

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

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

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

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

       **Original Escrow Letter** (attached)

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

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

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

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

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

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

**DEVELOPER:** Cross Creek Estates, LLC

**SURETY:** Westchester Fire Insurance Company

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

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

SIGNATURE: Joe Farrubbin

SIGNATURE: Susan A. Yeazell

PRINTED NAME: JOE FARRUBBIN

PRINTED NAME: Susan A. Yeazell

TITLE: AUTHORIZED AGENT

TITLE: Attorney-in-Fact

DATE: 7/11/2019

DATE: July 11, 2019

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

IN EXECUTION WHEREOF, the Warren County Board of County Commissioners have caused this security agreement to be executed by the President of the Board, on the date stated below, pursuant to Board Resolution Number 19-0937, dated 7/16/19

WARREN COUNTY  
BOARD OF COUNTY COMMISSIONERS

SIGNATURE: Shanna Jones

PRINTED NAME: Shanna Jones

TITLE: President

DATE: 7/16/19

RECOMMENDED BY:

By: Chris Burch  
SANITARY ENGINEER

APPROVED AS TO FORM:

By: [Signature]  
COUNTY PROSECUTOR

Key:

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

# Power of Attorney

## WESTCHESTER FIRE INSURANCE COMPANY

Know all men by these presents: The WESTCHESTER FIRE INSURANCE COMPANY, a corporation of the Commonwealth of Pennsylvania pursuant to the following Resolution, adopted by its Board of Directors of the said Company on December 11, 2006, to wit:

RESOLVED that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise;
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact;
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments;
- (4) Each of the Chairman, the President and Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments;
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company may be affixed by facsimile on any Written Commitment or written appointment or delegation.

FURTHER RESOLVED that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested.

I do hereby nominate, constitute and appoint DARI E. HAYS; SUSAN A. YEAZELL (all of the City of CINCINNATI, Ohio, each individually if there be more than one named, to be true and lawful attorneys-in-fact, to make, execute, sign and deliver on his behalf, and as his act and deed, any and all bonds, undertakings, recognizances, contracts and other writings in the nature thereof, in penalties not exceeding FIVE MILLION DOLLARS & ZERO CENTS (\$5,000,000.00) and the execution of such writings in pursuance of these presents shall be as binding upon said Company, as fully and completely if they had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office.

IN WITNESS WHEREOF, the said Stephen M. Hanay, Vice President, has hereunto subscribed his name and affixed the Corporate seal of the said WESTCHESTER FIRE INSURANCE COMPANY, this 10 day of May, 2018.



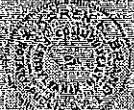
WESTCHESTER FIRE INSURANCE COMPANY

Stephen M. Hanay, Vice President

COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF PHILADELPHIA

On this 10 day of May, 2018 before me, a Notary Public of the Commonwealth of Pennsylvania and for the County of Philadelphia came Stephen M. Hanay, Vice President of the WESTCHESTER FIRE INSURANCE COMPANY to me personally known to be the individual and officer who executed the preceding instrument, and he acknowledged that he executed the same, and that the seal affixed to the preceding instrument is the corporate seal of said Company, that the said corporate seal and his signature were duly affixed by the authority and direction of the said corporation, and that the resolution adopted by the Board of Directors of said Company referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Philadelphia, this day and year first above written.



COMMONWEALTH OF PENNSYLVANIA  
NOTARIAL SEAL  
KAREN E. BRANDT, Notary Public  
City of Philadelphia, Philadelphia County  
My Commission Expires Sept. 28, 2018

Notary Public

I, the undersigned Assistant Secretary of the WESTCHESTER FIRE INSURANCE COMPANY, do hereby certify that the original POWER OF ATTORNEY, of which the foregoing is a substantially true and correct copy, is in full force and effect.

In witness whereof, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of the Corporation, this 11th day of July, 2018.



Dawn M. Chioros, Assistant Secretary

THIS POWER OF ATTORNEY MAY NOT BE USED TO EXECUTE ANY BOND WITH AN INSERTION DATE AFTER MAY 10, 2020.

DocuSign #04546 contains a security pagograph, blue background, heat-sensitive ink, color-reactive watermark, and microtext printing on border.



Bond No.  K09676958

MAINTENANCE BOND

Know All Men By These Presents, That we,  Cross Creek Estates, LLC   
 7861 East Kemper Road, Cincinnati, OH 45249   
as Principal, and  Westchester Fire Insurance Company , a corporation  
organized under the laws of the State of PA with principal place at  525 W. Monroe   
 Street, Suite 700, Chicago, IL 60661 , as Surety, are held and  
firmly bound unto  Warren County Commissioners, 406 Justice Drive, Lebanon, OH   
 452036  (hereinafter called Obligee) in the penal sum of  Nine Thousand   
 One Hundred Thirty-Six and 11/100 , (\$  9,136.11 ), for  
payment of which, well and truly to be made, we do hereby bind ourselves, our heirs,  
executors, administrators, successors and assigns, jointly and severally, firmly by these  
presents.

DATED this  11<sup>th</sup>  day of  July  20  19 .

WHEREAS, the said Principal has heretofore entered into a Subdividers  
Contract with the Obligee above named for certain physical improvements for

Water and/or Sanitary Sewer in Cross Creek Estates Subdivision   
 Phase 2, Block B in Deerfield Township, Warren County, Ohio

and

WHEREAS, the Principal submits that all work called for under the said  
Subdividers Contract has now been completed according to the approved plans and as  
a condition of acceptance of the physical improvements offers this bond to said  
Obligee;

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, That is  
said Principal shall, for a period of  One (1)  years from and after the  11<sup>th</sup>   
day of  July , 20  19 , indemnify the Obligee against any loss or  
damage directly arising by reason of any defect in the material or workmanship which  
may be discovered within the period aforesaid, then this obligation shall be void;  
otherwise to be and remain in full force and virtue in law.

PROVIDED, HOWEVER, that in the event of any default on the part of said  
Principal, written statement of the particular facts showing such default and the date  
hereof shall be delivered facts showing such default and the date thereof shall be  
delivered to the Surety by certified mail, at its Home Office in  436 Walnut Street,   
 Philadelphia, PA  promptly and in any event within thirty (30) days after the Obligee  
or his representative shall learn of such default; and that no claim suit, or action by  
reason of any default of the Principal shall be brought hereunder after the expiration of  
thirty (30) days from the end of the maintenance period as herein set forth.

# Resolution

Number 19-0938

Adopted Date July 16, 2019

## APPROVE RECORD PLATS

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

- Beacon Hill Phase Eighteen (A Replat of Lot 109) – Deerfield Township
- Cross Creek Estates Phase 2, Block “B” Final Plat – Deerfield Township

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

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

Resolution adopted this 16<sup>th</sup> day of July 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Plat File  
RPC

*BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO*

# Resolution

Number 19-0939

Adopted Date July 16, 2019

APPROVE SUPPLEMENTAL APPROPRIATION INTO COMMON PLEAS COURT  
COMMUNITY BASED CORRECTIONS FUND #2288

BE IT RESOLVED, to approve the following supplemental appropriation:

\$ 800.00 into 22881226 - 5910 (Other Expense)

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

Mr. Grossmann – absent

Mrs. Jones – yea

Mr. Young – yea

Resolution adopted this 16<sup>th</sup> day of July 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO

# Resolution

Number 19-0940

Adopted Date July 16, 2019

APPROVE APPROPRIATION ADJUSTMENTS FROM COMMISSIONERS GENERAL FUND #11011110 INTO BUILDING AND ZONING FUND #11012300

BE IT RESOLVED, to approve the following appropriation adjustments from Commissioners Fund #11011110 into Building and Zoning Fund #11012300 in order to process a sick and vacation leave payout for Robert Stadler former employee of Building and Zoning:


\$4,907.00	from #11011110-5882	(Commissioners - Vacation Leave Payout)
	into #11012300-5882	(Building and Zoning - Vacation Leave Payout)
\$7,990.00	from #11011110-5881	(Commissioners - Sick Leave Payout)
	into #11012300-5881	(Building and Zoning - Sick Leave Payout)

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

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

Resolution adopted this 16<sup>th</sup> day of July 2019.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Auditor   
Appropriation Adjustment file  
Building and Zoning (file)  
OMB



BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO

# Resolution

Number 19-0941

Adopted Date July 16, 2019

APPROVE AN APPROPRIATION ADJUSTMENT WITHIN PROSECUTOR FUND  
11011150

BE IT RESOLVED, to approve the following appropriation adjustment in order to process a  
vacation payout for Jessica Flint, former employee of the Prosecutor's Office:

\$1,380.00      from    #11011150-5830      (Workers Comp)  
                  into    #11011150-5882      (Vacation Leave Payout)

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


Mr. Grossmann – absent

Mrs. Jones – yea

Mr. Young – yea

Resolution adopted this 16<sup>th</sup> day of July 2019.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

MRB/

cc: Auditor   
Appropriation Adjustment file  
Prosecutor (file)  
OMB

# Resolution

Number 19-0942

Adopted Date July 16, 2019

APPROVE APPROPRIATION ADJUSTMENT WITHIN COUNTY COURT FUND  
#11011280

BE IT RESOLVED, to approve the following appropriation adjustment:

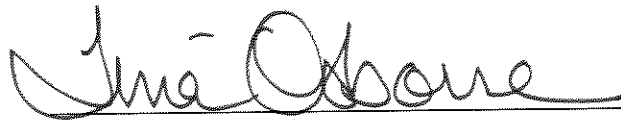
\$1,000.00	from	#11011280 5910	(Other Expense)
	into	#11011280 5400	(Purchased Services)

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

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

Resolution adopted this 16<sup>th</sup> day of July 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor   
Appropriation Adjustment file  
County Court (file)

# Resolution

Number 19-0943

Adopted Date July 16, 2019

## SELECTION OF AN ENGINEERING FIRM FOR THE SANITARY SEWER STUDY OF THE MORROW-ROACHESTER AND MORROW-COZADDALE SEWER IMPROVEMENT AREAS

WHEREAS, Sections 153.65-71 of the Ohio Revised Code identifies the requirements and procedures for procuring the services of a consulting engineering firm for the development of studies, plans, specifications, and bid documents; and

WHEREAS, with the adoption of Resolution No. 19-0378 on April 2, 2019 the Warren County Board of County Commissioners approved the issuance of a request for qualifications to interested consulting firms for the study of the sanitary sewers within the Morrow-Roachester and Morrow-Cozaddale sewer improvement areas; and

WHEREAS, on or before Friday, May 24, 2019 the Water & Sewer Department received seven sealed qualification submittals for the aforementioned project; and

WHEREAS, this Board on June 11, 2019 adopted Resolution 19-0717 that appointed a committee to review qualification submittals from engineering consulting companies and upon adoption, the submittals were reviewed and evaluated by said committee; and

WHEREAS, the appointed committee conducted interview on July 11, 2019 with the top two most qualified firms and at the conclusion of the interviews the selection committee unanimously agreed that the rankings of the firms had not changed; and

WHEREAS, the Water and Sewer Department requests authorization to begin negotiations with the top ranked engineering firm; and

NOW THEREFORE BE IT RESOLVED, to direct the Water and Sewer Department to initiate negotiations with the Black & Veatch Corporation for the respective engineering services.

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

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

Resolution adopted this 16<sup>th</sup> day of July 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Water/Sewer (file)  
Project File

# Resolution

Number 19-0944

Adopted Date July 16, 2019

APPROVE PARTIAL REFUND OF APPLICATION FEE ASSOCIATED WITH THE CONDITIONAL USE AND SITE PLAN REVIEW OF TIMOTHY KUHN

WHEREAS, upon the advice of staff, Timothy Kuhn paid the \$500 fee and submitted a Conditional Use and Site Plan Review application requesting authorization to construct a second dwelling unit on his property located at 3464 Stubbs Mill Road in Turtlecreek Township, Warren County, Ohio; and

WHEREAS, during the public hearing of the Board of Zoning Appeals, it was determined that Mr. Kuhn does not meet the criteria for approval of a second dwelling unit; and

WHEREAS, this Board desires to refund the portion of the fee that remains upon payment of the Board members in attendance and the publication of the legal notice due to the application being submitted upon the advice of staff; and

NOW THEREFORE BE IT RESOLVED, to approve a refund in the amount of \$229.80 to Timothy Kuhn, 3464 Stubbs Mill Road, Lebanon, Ohio 45036.

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

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

Resolution adopted this 16<sup>th</sup> day of July 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/tao

cc: B/Z (file)