

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 24-0071

Adopted Date January 16, 2024

**HIRING HOLLY WICKS AS CUSTODIAL WORKER I WITHIN THE WARREN COUNTY
DEPARTMENT OF FACILITIES MANAGEMENT**


BE IT RESOLVED, to hire Holly Wicks as Custodial Worker I within the Department of Facilities Management, classified, full-time permanent status (40 hours per week), Pay Range #7, \$16.55 per hour, effective January 29, 2024, subject to a negative drug screen, background check and a 365-day probationary period.

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

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

Resolution adopted this 16th day of January 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

H/R

cc: Facilities Management (file)
H. Wicks' Personnel file
OMB-Sue Spencer

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

Resolution

Number 24-0072

Adopted Date January 16, 2024

HIRING MATTHEW DANIEL AS A PROTECTIVE SERVICES CASEWORKER I, WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION

WHEREAS, the department has requested to hire Mr. Daniel as a Protective Services Caseworker I.

NOW THEREFORE BE IT RESOLVED, to hire Matthew Daniel as a Protective Services Caseworker I, within the Warren County Department of Job and Family Services, Children Services Division, classified, full-time permanent, non-exempt status, Pay Grade #14, \$20.86 per hour, effective January 22, 2024, subject a background check, drug screen and a 365-day probationary period.

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

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

Resolution adopted this 16th day of January 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

H/R

cc: Children Services (file)
M. Daniel's Personnel file
OMB – Sue Spencer

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 24-0073

Adopted Date January 16, 2024

APPROVING A WAGE INCREASE FOR DON BREWER, CONTROL SYSTEMS SUPERINTENDENT, WITHIN THE WATER AND SEWER DEPARTMENT

WHEREAS, the Water and Sewer Department has experienced the departure of several highly skilled instrumentation and controls specialists to employment opportunities outside of the public government sector; and

WHEREAS, the Sanitary Engineer of the Water/Sewer Department, recognizing the importance of retaining highly skilled controls system staff, has requested a pay increase for Mr. Brewer in an effort to better match the compensation levels in the southwest Ohio area.

NOW THEREFORE BE IT RESOLVED, to approve an increase for Don Brewer, Control Systems Superintendent to \$4,038.46 bi-weekly effective pay period beginning January 13, 2024.

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

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

Resolution adopted this 16th day of January 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Water and Sewer (file)
D. Brewer's file
OMB-Sue Spencer

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

Resolution

Number 24-0074

Adopted Date January 16, 2024

APPROVING THE PROMOTION OF NAKITA SANDERS TO THE POSITION OF TRAINING COORDINATOR WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, HUMAN SERVICES DIVISION

WHEREAS, the Director has requested the promotion of Nakita Sanders to the open Training Coordinator Position.

NOW THEREFORE BE IT RESOLVED, to approve the promotion of Nakita Sanders to the position of Training Coordinator within the Warren County Department of Job and Family Services, Human Services Division, classified, full-time permanent, exempt status, Pay Range 18, \$24.87 per hour, effective pay period starting January 13, 2024.

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

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

Resolution adopted this 16th day of January 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Human Services (file)
N. Sanders' Personnel file
OMB – S. Spencer

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

Resolution

Number 24-0075

Adopted Date January 16, 2024

APPROVING THE PROMOTION OF KELLY MONK TO THE POSITION OF COMPLIANCE CASEWORKER I WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION

WHEREAS, the Director and Deputy Director have requested the promotion of Kelly Monk to the open Compliance Caseworker position.

NOW THEREFORE BE IT RESOLVED, to approve the promotion of Kelly Monk to the position of Compliance Caseworker I within the Warren County Department of Job and Family Services, Children Services Division, classified, full-time permanent, exempt status, Pay Range 14, \$21.48 per hour, effective pay period starting January 13, 2024.

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

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

Resolution adopted this 16th day of January 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Children Services (file)
Kelly Monk's Personnel file
OMB – S. Spencer

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

Resolution

Number 24-0076

Adopted Date January 16, 2024

APPROVING THE RECLASSIFICATION OF DESIREE DIETMEYER FROM COMPLIANCE CASEWORKER I TO COMPLIANCE CASEWORKER II WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION

WHEREAS, the Director and Deputy Director of Children Services has indicated that Ms. Dietmeyer is performing the duties of a Compliance Caseworker II and desires to reclassify her to said position.

NOW THEREFORE BE IT RESOLVED, to reclassify Desiree Dietmeyer to the position of Compliance Caseworker II, non-exempt, pay range #16, \$23.06 per hour, effective pay period beginning January 13, 2024.

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

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

Resolution adopted this 16th day of January 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Children Services (file)
D. Dietmeyer Personnel file
OMB – Sue Spencer

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

Resolution

Number 24-0077

Adopted Date January 16, 2024

ACCEPTING RESIGNATION OF NICHOLAS ORIHOOD, EMERGENCY COMMUNICATIONS OPERATOR, WITHIN THE WARREN COUNTY EMERGENCY SERVICES DEPARTMENT EFFECTIVE JANUARY 8, 2024

BE IT RESOLVED, to accept the resignation of Nicholas Orihood, Emergency Communications Operator, within the Warren County Emergency Services Department, effective January 8, 2024.

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

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

Resolution adopted this 16th day of January 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

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

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

Resolution

Number 24-0078

Adopted Date January 16, 2024

ACCEPTING RESIGNATION OF CLAY CLEAVER, TRAINING COORDINATOR WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, HUMAN SERVICES DIVISION, EFFECTIVE JANUARY 12, 2024

BE IT RESOLVED, to accept the resignation of Clay Cleaver, Training Coordinator, within the Warren County Department of Job and Family Services, Human Services Division, effective January 12, 2024.

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

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

Resolution adopted this 16th day of January 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

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

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

Resolution

Number 24-0079

Adopted Date January 16, 2024

AUTHORIZING THE INTERNAL POSTING OF THE "TRAINING COORDINATOR" POSITION, WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, HUMAN SERVICES DIVISION, IN ACCORDANCE WITH WARREN COUNTY PERSONNEL POLICY MANUAL, SECTION 2.02(A)

WHEREAS, there exists an opening for an "Training Coordinator" position within the Warren County Department of Job and Family Services, Human Services Division.


NOW THEREFORE BE IT RESOLVED, to authorize the internal posting of the position of "Training Coordinator" in accordance with Warren County Personnel Policy Manual, Section 2.02(A); posting to occur for a period of at least seven (7) consecutive calendar days beginning, January 3, 2024.

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

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

Resolution adopted this 16th day of January 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

H/R

cc: Human Services (file)
OMB – Sue Spencer

Resolution

Number 24-0080

Adopted Date January 16, 2024

APPROVING NOTICE OF INTENT TO AWARD BID TO HUSAC PAVING AND EXCAVATING INC. FOR THE FY23 SOUTH LEBANON - HOBART AVENUE SIDEWALKS CDBG PROJECT

WHEREAS, bids were closed at 9:00 a.m., on January 4, 2024, and the bids received were opened and read aloud for the FY23 South Lebanon – Hobart Avenue Sidewalks CDBG Project, and the results are on file in the Commissioners' Office; and

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

NOW THEREFORE BE IT RESOLVED, upon recommendation of the Warren County Office of Grants Administration, that it is the intent of this Board to award the contract to , Husac Paving and Excavating Inc., 29064 Stout Road West, Harrison, Indiana for a total bid price of \$53,457.00; and

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

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

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

Resolution adopted this 16th day of January 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: OGA (file)
OMB Bid file

BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO

Resolution

Number 24-0081

Adopted Date January 16, 2024

AUTHORIZING THE WATER AND SEWER DEPARTMENT TO ENTER INTO NEGOTIATIONS WITH AECOM TECHNICAL SERVICES, INC. FOR THE DESIGN OF THE ION EXCHANGE TREATMENT AT THE RICHARD A. RENNEKER WATER TREATMENT PLANT

WHEREAS, pursuant to Resolution #23-1502, adopted November 7, 2023, this Board issued a Request for Qualifications for the procurement of professional engineering services for the design of ion exchange treatment at the Richard A. Renneker Water Treatment Plant; and

WHEREAS, on or before December 7, 2023, the Water and Sewer Department received five sealed qualification submittals; and

WHEREAS, a committee comprised of individuals from the Water and Sewer Department reviewed and evaluated the submittals with a summary of the evaluations included below; and

ENGINEERING FIRM	TOTAL	RANK
AECOM	262	1
Shoaf Consulting	248	2
Fishbeck	216	3

WHEREAS, the Water and Sewer Department requests authorization to begin contract negotiations with the top ranked engineering firm.

NOW THEREFORE BE IT RESOLVED, to authorize the Water and Sewer Department to initiate negotiations with AECOM Technical Services, Inc. for the proposed improvements.

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

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

Resolution adopted this 16th day of January 2024.

BOARD OF COUNTY COMMISSIONERS


Krystal Powell, Clerk

cc: Water/Sewer (file)
Project file

Resolution

Number 24-0082

Adopted Date January 16, 2024

ENTERING INTO AN ENGINEERING AGREEMENT WITH WESSLER ENGINEERING, INC FOR THE DESIGN OF THE MIDDLETOWN JUNCTION WELLFIELD DEVELOPMENT PROJECT

WHEREAS, pursuant to Resolution #23-1592, adopted November 28, 2023, this Board authorized the Water and Sewer Department to initiate negotiations for the design of three raw water production wells at Middletown Junction Wellfield; and

WHEREAS, said negotiations are complete and it is the recommendation of the Water and Sewer Department to enter into an agreement with Wessler Engineering, Inc. relative to the Middletown Junction Wellfield Development Project.

NOW THEREFORE BE IT RESOLVED, to enter into an agreement with Wessler Engineering, Inc, for engineering services for the design of three raw water production wells at the Middletown Junction Wellfield the subject to the following conditions:

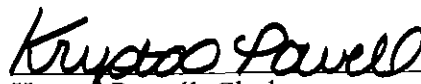
1. The scope of services shall be as stipulated in the "Engineering Agreement" attached hereto and made part hereof.
2. Compensation shall be in accordance with the provisions of the "Engineering Agreement" and the attachment thereto.

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

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

Resolution adopted this 16th day of January 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: c/a – Wessler Engineering, Inc.
Water/Sewer (file)
Bid file

**ENGINEERING AGREEMENT
MIDDLETOWN JUNCTION WELLFIELD DEVELOPMENT PROJECT**

This professional engineering agreement ("Agreement") made and entered into on the date last stated below, by and between the WARREN COUNTY BOARD OF COUNTY COMMISSIONERS, 406 Justice Drive, Lebanon, Ohio 45036 (hereinafter called the "County"), and WESSLER ENGINEERING, INC., 80 State Route 103, Suite C, Bluffton, Ohio 45817 (hereinafter called the "Consultant").

WITNESSETH:

WHEREAS, the County desires professional engineering services for the preparation of construction drawings, specifications, and surveying services for the Middletown Junction Wellfield, consisting of the following:

Design of three raw water production wells at the Middletown Junction Wellfield

WHEREAS, the Consultant was selected for this project in accordance with applicable state procurement regulations (Ohio Revised Code §§ 153.66 through 153.69), which consisted of a public announcement for qualifications/proposals and interviews; and

NOW, THEREFORE, the County and the Consultant, for the consideration hereinafter set forth, agree that the Consultant will provide the following services herein described.

I. SCOPE OF SERVICES

See Attachment "A" - Scope of Services

II. COUNTY RESPONSIBILITIES

The County shall supply the following data to the Consultant:

1. Provide full information as to the requirements for the project.
2. Assist Consultant by placing at his disposal all available information pertinent to the project. Furnish copies at no charge.
3. Examine all studies, reports, sketches, drawings, proposals, and other documents presented by the Consultant, obtain advice of an attorney, insurance counselor and other consultants as deemed appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of the Consultant. Provide prompt written notice to the Consultant whether County observes

or otherwise becomes aware of any defect in the project.

4. Make all County GIS mapping, aerial photography, aerial mapping horizontal and vertical control data and property identification and ownership data available to Consultant. All such data shall be compiled by the County and transferred to the Consultant at no charge.
5. Provide access to Consultant's staff for field visits to the site(s).

III. COMPENSATION

1. The Consultant's services shall commence upon the written authorization by the County to proceed as limited and stipulated by said written authorization. Any variation in scope of work and/or compensation relative thereto must be upon written authorization of the County.
2. All services performed pursuant to this Agreement shall be on a "per-hour" basis for the principals and employees of the Consultant, in accordance with the current fee schedule contained in Attachment B.
3. The Consultant shall be reimbursed for direct expenses, such as cost for travel, telephone toll charges, reproductions of documents and drawings, etc. incurred in connection with performing work under this Agreement.
4. Based on the requirements of the construction contract documents, specifications, and detail plans described herein, total compensation for all services performed under this Agreement, and all direct reimbursable expenses, shall not exceed the following amounts:

Base Services

Task 1 – Project Management and Administration	\$19,600.00
Task 2 – Survey & Basemap (incl. two (2) easements)	\$14,000.00
Task 3 – Preliminary 30% Design	\$62,000.00
Task 4 – Final Design & Preparation of Bidding Documents	\$65,500.00
<u>Task 5 – Construction Services</u>	<u>\$34,000.00</u>
Total	\$195,100.00

ENGINEER may allocate dollars between the individual tasks within the total not-to-exceed fee; however, the total not-to-exceed fee shall not be exceeded without prior written approval of the OWNER.

Payment of compensation shall be made to the Consultant within thirty (30) days after the receipt of an invoice from the Consultant.

IV. Documents and Contract Documents

County alone shall own the Consultant's project related documents, construction drawings, survey results, and work product (hereinafter Project Documents). County shall have every right, title, and interest in such Project Documents from the moment of creation, as related to this project. Consultant shall submit all Project Documents to County by electronic files.

Consultant grants to County an irrevocable, non-exclusive, perpetual, freely assignable, and royalty-free license to copy, reproduce, distribute, and otherwise use the Consultant's Project Documents including standard details and specifications for all project related purposes, such as but not limited to owning, financing, constructing, testing, commissioning, decommissioning, using, operating, maintaining, repairing, modifying, selling, obtaining insurance for, and obtaining permits for the project before, during, and after termination or completion of this Agreement.

Consultant may retain any copies of the Project Documents for information, reference, and the performance of project related professional services. Consultant shall have a non-exclusive, royalty free license to copy, reproduce, distribute, and otherwise use the Project Documents in relation to the performance of the project related professional services, including any Additional Services.

V. SCHEDULE FOR COMPLETION OF ENGINEERING TASKS

Time to complete each task from the Notice of Authorization to Proceed is as identified in Attachment C.

Project schedule may vary based upon review agency comments and schedule; easement acquisition; and other items out of the control of the engineer including:

1. Services resulting from significant changes in general scope of the project, such as revising previously approved studies, reports, design documents, drawings or specifications when such revisions are due to causes beyond the control of the Consultant.
2. Furnishing the services of special consultants for other than normal civil, structural, mechanical, and electrical engineering and normal architectural design incidental thereto and not specifically included in the scope of work herein.
3. Special field investigations not specifically included in the scope of

work herein, including, but not limited to, the taking of borings and laboratory testing of soil and rock samples.

4. Boundary surveys, legal descriptions, plats, and easement exhibits.
5. Services/increased fees resulting from changes in the schedule of the project beyond the control of the Consultant.

VI. SUPPLEMENTARY SERVICES

Supplementary services shall be furnished by the Consultant to the County if requested in writing by the County. The supplementary services shall commence when the Consultant receives a Certificate from the Fiscal Officer of the County providing for the specific item or supplementary service.

VII. INSURANCE

Prior to the commencement of any work, Consultant shall obtain and maintain in force at its sole cost and expense, Comprehensive General and professional liability coverage with limits of \$1,000,000 per occurrence and \$2,000,000 aggregate, with no interruption of coverage during the entire term of this Contract. Consultant shall further carry Automobile Liability Insurance (covering use of owned, non-owned, or hired vehicles) providing single limit coverage of One Million Dollars (\$1,000,000), with no interruption of coverage during the entire term of this Agreement. Consultant further agrees that in the event that its comprehensive general or professional liability policy is maintained on a "claims made" basis, and in the event that this Agreement is terminated, Consultant shall continue such policy in effect for the period of any statute or statutes of limitation applicable to claims thereby insured, notwithstanding the termination of the Agreement. Consultant shall provide County with a certificate of insurance evidencing such coverage, and shall provide thirty (30) days notice of cancellation or non-renewal to County. Such liability insurance policies shall contain provisions insuring the contractual liability assumed hereunder, naming the County as an additional insured with respect to the work under this Agreement and providing that such insurance is primary to any liability insurance carried by the County.

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

VIII. INDEMNIFICATION

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

IX. STANDARDS AND PRINCIPLES

Consultant shall comply with the County's standards, principles, and comply with accepted professional standards and principles.

X. POLICY OF NON-DISCRIMINATION

Consultant and its staff shall act in a non-discriminatory manner both as an employer and as a service provider and will not discriminate with regard to race, color, national origin, religion, age, sex or handicap.

XI. PARTIES AND RELATIONSHIP OF PARTIES

Whenever the terms County and Consultant are used herein, these terms shall include without exception the employees, agents, successors, assigns, and or authorized representatives of County and Consultant.

The parties shall be independent contractors to each other in connection with the performance of their respective obligations under this Agreement. The parties expressly acknowledge and agree that with respected to any payments made to Consultant hereunder that Warren County will issue a form 1099-MISC to Consultant and Consultant will be solely responsible for her own income tax obligations including but not limited to being subject to Self-employment Tax, and Warren County shall not: (i) withhold or pay FICA (Social Security & Medicare) or other federal, state or local income or other taxes or charges for Consultant; (ii) withhold or pay to the Ohio Public Employment Retirement System; (iii) comply with or contribute to state worker's compensation, unemployment or other such governmental funds or programs. Consultant also acknowledges that as an independent contractor, Consultant will not be given the right to participate in any employee benefit, insurance plan or any other plan or fringe benefit that is maintained, established or provided by Warren County for its employees

including but not limited to: (i) accrued sick, vacation, personal day or holiday leave; or, (ii) health, life, dental, or vision insurance.

XII. GOVERNING LAW AND VENUE

This Agreement shall be construed in accordance with, and the legal relations between the parties shall be governed by, the laws of the State of Ohio as applicable to contracts executed and partially or fully performed in the State of Ohio. Consultant and County stipulate that the venue for any disputes hereunder shall be the Warren County Court of Common Pleas.

XIII. ENTIRE AGREEMENT

This Agreement contains the entire Agreement between Consultant and County with respect to the subject matter thereof, and supersedes all prior written or oral agreements between the parties. No representations, promises, understandings, or agreements, or otherwise, not herein contained shall be of any force or effect.

XIV. MODIFICATION OR AMENDMENT

No modifications or amendment of any provisions of this Agreement shall be effective unless made by a written instrument, duly executed by the party to be bound thereby, which refers specifically to this Agreement and states that an amendment or modification is being made in the respects as set forth in such amendment.

XV. CONSTRUCTION

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

XVI. WAIVER

No waiver by either party of any breach of any provision of this Agreement, whether by conduct or otherwise, in any one or more instances shall be deemed to be, or construed as a further or continuing waiver of any such breach or as a waiver of any breach of any provision of this Agreement. The failure of either party at any time or times to require performance of any provision of this Agreement shall in no manner effect such party's right to enforce the same at a later time.

XVI. ASSIGNMENT

Neither party shall assign, delegate or transfer any of its rights or any of its duties under this Agreement without written consent of each other. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing in this provision, however, will prevent Consultant from employing such independent professional consultants, associates and subcontractors as it may deem appropriate to assist in the performance of services hereinunder.

XVII. NOTICES

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

TO: Warren County Commissioners Office
Attn. County Administrator
406 Justice Drive
Lebanon, Ohio 45036
(513) 695-1250

TO: Wessler Engineering, Inc.
Attn. Ryan Brauen, P.E.
80 State Route 103, Suite C
Bluffton, OH 45817

XVIII. TERMINATION

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 non-performing 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.

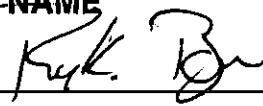
County may terminate or suspend performance of this Agreement in part or in its entirety for County's convenience upon written notice to the Consultant. Consultant shall terminate or suspend performance of the Services on a schedule acceptable to the County. If termination or suspension is for County's convenience, County shall pay Consultant for all services performed to date of termination.

XIX. AUTHORITY AND EXECUTION

ENGINEER:

IN EXECUTION WHEREOF, WESSLER ENGINEERING, INC, has caused this agreement to be executed by Ryan K. Brauen, P.E., its Vice President, on the date stated below, pursuant to a corporate resolution, a copy of which is attached hereto.

CONSULTANT'S NAME

SIGNATURE: 

PRINTED NAME: Ryan K. Brauen, P.E.

TITLE: Vice President

DATE: Jan. 5, 2024

COUNTY:

IN EXECUTION WHEREOF, the WARREN COUNTY BOARD OF COUNTY COMMISSIONERS has caused this agreement to be executed by Tom Grossmann, its Vice President, on the date stated below, pursuant to Resolution No. 24-0082, dated January 16, 2024

**WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS**

SIGNATURE: 

PRINTED NAME: Tom Grossmann

TITLE: Vice President

DATE: 1-16-24

Approved as to form:

DAVID P. FORNSHELL
PROSECUTING ATTORNEY
WARREN COUNTY, OHIO

By: 
Assistant Prosecutor

Attachment A Scope of Services

The work in general includes professional engineering design services for the installation of three submersible well pumps, piping, and supporting electrical utilities for the development of a 3 million gallon per day wellfield at the County's Middletown Junction property. In general, the work includes, but is not limited to, the following improvements:

- Three (3) submersible well pumps rated at approximately 1,000 gallons per minute each.
- Pitless well adapters.
- Approximately 2,000 feet of 10-inch and 16-inch ductile iron water main, with isolation gate valves and flushing hydrants.
- Buried valve vaults equipped with isolation gate and check valves and flow meters.
- Control panels mounted on elevated (approximately 10-foot tall) electric platforms above the 100-year floodplain.
- Raw water sample collection hydrants.
- Gravel access drive, entry gate, and fencing.
- Instrumentation including flow meters, pressure, level, and temperature sensors.
- Security cameras.
- Electrical service extension from Mason-Morrow-Millgrove Road.
- Electrical Power Distribution/Switchboard Structure installed on an elevated platform(s) above the 100-year flood plain. Gear shall include a manual transfer switch with electrical pigtail connections for a portable diesel powered generator.
- Fiberoptic cable and conduit extending and connecting to the County's existing fiberoptic located along the biketrail.
- Control panels equipped with a programable logic controller with remote I/O at each well structure.

Consultant shall provide the following Professional Services:

Article I – Base Services

A. Design Phase

1. Meetings

- a. Prepare for and conduct a kick-off meeting with the County to confirm the County's objectives and the Consultant's approach. This meeting will be used to clarify responsibilities and how information exchange will be managed between the County and Consultant and will provide both parties the opportunity to discuss design related issues and agree upon the final design criteria.
- b. Prepare for and attend Project-related meetings conducted as needed, and at a minimum monthly, with the County and other parties.

Attachment A Scope of Services

2. Topographical Survey
 - a. Request underground utility locates by Ohio Utilities Protection Services.
 - b. Set control points and temporary benchmarks to establish horizontal and vertical control for purposes of performing the topographic survey and for use in construction of the Project. The survey will be completed in the State Plane Coordinate System with the elevation control denoted.
 - c. Conduct a topographic survey of the Project area. The survey will include locating existing surface features, surface elevations, utility facilities marked in the field by the utility companies, and other visible and accessible physical features that are required for the design of the Project.
 - d. Notify County of discrepancies found between utilities that are believed to be present and what is located in the field.
 - e. Perform necessary deed and plat research, topographic survey of proposed area, property lines will be established utilizing existing monuments, tax maps, deeds, plats, and other readily-available information. Prepare two legal descriptions and pictorial exhibits showing an electrical easement for the primary power need for the new well field.
 - f. Survey to include the Middletown-Junction property and the City of Lebanon's bike trail from Mason-Morrow-Millgrove Road to the Middletown-Junction property. Survey shall include:
 - 1) Property boundaries
 - 2) Bike trail edge of pavement
 - 3) Two existing test wells
 - 4) Edge of river
 - 5) Existing monitoring well casings top-of-casing elevations (measured to tenth of an inch accuracy or 0.01 foot accuracy based upon local control)
3. Geotechnical Investigation
 - a. Coordinate geotechnical engineering, including soil borings and providing results in a soils investigation report.
 - b. Geotechnical work to be performed/contracted by the County.
4. Design Drawings and Specifications
 - a. The project will include 30%, and 90% review meeting workshops.
 - b. Prepare 30% Design Phase documents consisting of:
 - 1) Preliminary Design Drawings
 - a) Existing site plan and utilities
 - b) Preliminary site layout and improvements plan
 - c) Preliminary concepts for electrical/structural platforms
 - d) Preliminary concepts for Instrumentation and Controls design
 - 2) Preliminary list of technical specifications.
 - 3) Technical memorandum outlining pump hydraulics and pump selection (preparation dependent upon receipt of final well hydraulics and design provided by the County).
 - 4) Preliminary exhibit identifying proposed easement needs.

Attachment A Scope of Services

- 5) Consultant to use County standard front-end documents.
 - 6) Updated estimate of probable construction cost.
 - c. Furnish a digital (pdf) copy of the 30% Design Phase documents to County and review them with County at a 30% Design Review Workshop. The workshop will include sufficient presentation materials so that each item can be adequately reviewed by County for input and decisions that Consultant shall incorporate into the design. Within seven (7) days of the work session, County shall submit to Consultant any additional comments and instructions for revisions to the 30% Design Phase documents.
 - d. Following County's review and approval of 30% Design Phase documents, prepare 90% Design Phase documents consisting of:
 - 1) 90% Design Drawings, which will include revisions to the 30% Design Drawings plus the following:
 - a) A full set of drawings including: General, Site, Civil, Structural, Electrical, Instrumentation and Controls, Erosion Control, and Details.
 - 2) Project Manual consisting of contractual documents, technical specifications, and applicable appendices.
 - 3) Updated estimate of construction cost.
 - 4) Final easement exhibits and descriptions (budgeted for two)
 - e. Furnish one digital (pdf) copy of the 90% Design Phase documents to County and review them with County at a 90% Design Review Workshop. The workshop will include a review of the 30% Design Review workshop decisions and a discussion of any new issues that have been identified since the 30% Design Review Workshop. Within seven (7) days of the work session, County shall submit to Consultant any additional comments and instructions for revisions to the 90% Design Phase documents.
 - f. Revise the 90% Design Phase documents in accordance with comments and instructions received from the County and resulting from the 90% Review Workshop.
 - g. Provide a sealed and signed PDF copy of the final deliverable and opinion of probable construction costs to the County for bidding purposes and submittal to reviewing and approving agencies. Address regulatory review comments as necessary to obtain required construction permits.
 - h. The number of prime contracts for Work designed or specified by Consultant upon which Consultant's compensation has been established under this Agreement is one (1). If more prime contracts are awarded, Consultant shall be entitled to an equitable increase in compensation under this Agreement.
5. Permits/Regulatory Approvals
- a. It is understood the County will prepare and submit all permit applications and will pay all permit application fees.

Attachment A Scope of Services

6. Consultant's services under the Design Phase will be considered complete on the date when the Bid Documents have been delivered to County and permits have been obtained.

B. Bidding and Construction Phase

1. County shall perform all Bidding Phase services. Consultant's assistance will be limited to providing technical responses to contractor questions that will be issued as an Addendum from the County.
2. Consultant shall provide on-call construction phase services upon request by the County. Work may include a combination of the following services, not to exceed the amount listed in the Current Fee Schedule.
 - a. Submittal/Shop-drawing reviews
 - b. Requests for Information (RFI) support
 - c. Clarifications and Interpretations
 - d. Change Order requests
 - e. Site visits and meetings
 - f. Startup support
 - g. Substantial or Final completion walkthroughs
 - h. Prepare and deliver the record drawings in .pdf and AutoCAD electronic format

Article II – Additional Services

A. Additional Services

1. If authorized in writing by County, Consultant agrees to furnish, or obtain from others, Additional Professional Services in conjunction with the Project, as set forth below:
 - a. Revising previously accepted Drawings, Specifications, or Contract Documents when such revisions are required by changes in Law and Regulations enacted subsequent to the effective date of this Agreement; or due to any other causes beyond Consultant's control.
 - b. Services resulting from changes in the scope, extent, or character of the portions of the Project designed or specified by Consultant or its design requirements including, but not limited to, changes in size, complexity, County's schedule, character of construction, or method of financing.
 - c. Services required as a result of County providing incomplete or incorrect Project information to Consultant.
 - d. Services relating to SCADA programming, resident project representation, and warranty services.
 - e. Other services requested by County and performed or furnished by Consultant not otherwise provided for in this Engineering Agreement.

**Attachment A
Scope of Services**

SCHEDULE

The proposed schedule is as follows:

Activity	Days from Notice-to- Proceed
Kick-off Meeting	14
Topographic Survey (est.; dependent upon selection of approved well sites)	60
30% Design Submittal	90
90% Design Submittal	150
Final Submittal	165

Attachment B

I. CURRENT FEE SCHEDULE

County agrees to pay the Consultant for any work performed under this Agreement upon Written Notice to Proceed. Compensation for labor costs shall be based upon direct employee labor costs times a fixed labor multiplier of 2.791. The fixed labor multiplier represents the total direct employee labor costs, overhead, and consultant profits set at 10% to be paid for this work. Upon request by the County, a detailed breakdown of costs included in the computation of this overhead rate will be submitted. Non-salary direct project expenses, such as mileage, traveling costs, copies, subconsultant costs, etc. are not subject to the above described multiplier. The following are the range of direct employee labor costs to be used for this project:

LABOR CLASSIFICATION	ESTIMATED RANGE OF DIRECT EMPLOYEE LABOR COSTS
Principal Engineer (P.E.)	\$65.19 – 91.90/Hr
Sr. Project Manager II, Sr. Project Engineer II	\$71.53 – 80.99/Hr
Sr. Project Manager I, Sr. Project Engineer I	\$55.94 – 77.26/Hr
Project Manager II, Project Engineer IV	\$48.48 – 57.05/Hr
Project Manager I, Project Engineer III	\$42.58 – 49.04/Hr
Project Engineer II	\$39.89 – 43.21/Hr
Project Engineer I	\$35.81/Hr
Engineer I	\$32.21 – 35.01/Hr
Control Systems Engineer IV	\$60.22/Hr
Control Systems Engineer III	\$46.93 – 55.74/Hr
Control Systems Engineer II	\$44.57/Hr
Electrical Senior Project Manager II	\$83.58/Hr
Electrical Senior Project Manager I	\$69.64/Hr
Electrical Project Engineer II	\$44.79 – 45.67/Hr
Environmental Scientist Sr. Proj. Mgr. I	\$58.62/Hr
Environmental Scientist III	\$36.24/Hr
Environmental Scientist II	\$25.59/Hr
Environmental Scientist I	\$22.00/Hr
Sr. CAD Manager	\$60.75/Hr
CAD Manager I	\$44.26 – 44.77/Hr
Sr. [CAD] Designer II	\$46.26/Hr
[CAD] Technician IV	\$36.10/Hr
[CAD] Technician III	\$31.49 – 31.91/Hr
GIS Manager II	\$46.07/Hr
GIS Tech III	\$38.50/Hr
GIS Tech II	\$34.73/Hr
Professional Land Surveyor	\$69.19/Hr
Project Analyst II	\$39.48/Hr
Project Analyst I	\$26.50 – 27.78/Hr
Project Coordinator	\$21.63/Hr
Project Administrator	\$21.78/Hr

In addition to labor costs, the County will reimburse the Consultant for the non-salary direct project

Attachment B

expenses applicable for the project. Reimbursable direct project expenses shall be defined as the nonlabor cost of in-office and out-of-office expenses which are directly allocable to the services performed under this Agreement. Direct project reimbursable expenses may include vehicle rental or mileage, meals, lodging, transportation expenses, printing, reproduction, and work performed by subconsultants. Computer software, hardware expenses, computer usage, postage, and long distance phone costs shall not be reimbursable expenses under this contract.

II. REIMBURSABLE EXPENSES SCHEDULE

Local Mileage Reimbursement
Subcontract Services

Current Federal Reimbursement Rate
Cost + 10%

AFFIDAVIT OF NON COLLUSION

STATE OF Ohio
COUNTY OF Allen

I, Ryan K. Brauen, holding the title and position of Vice President at the firm Wessler Engineering, 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.

[Signature]
AFFIANT

Subscribed and sworn to before me this 28th day of December 20 23

[Signature]
(Notary Public),

Allen County.



BRANDT C. MILLER
Notary Public, State of Ohio
My Commission Expires
July 21, 2024

My commission expires July 21 20 24

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 24-0083

Adopted Date January 16, 2024

ADVERTISING FOR BIDS FOR THE 2024 SEWER TREATMENT CHEMICALS PROJECT

BE IT RESOLVED, to advertise for bids for the 2024 Sewer Treatment Chemicals Project for the Warren County Water and Sewer Department; and

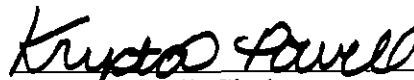
BE IT FURTHER RESOLVED, to advertise said bid for one (1) week in a newspaper of general circulation and for two (2) consecutive weeks on the Warren County website, beginning the week of January 21, 2024; bid opening to be February 7, 2024 @ 9:15 a.m.

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

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

Resolution adopted this 16th day of January 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Water/Sewer (file)
OMB Bid file

Resolution

Number 24-0084

Adopted Date January 16, 2024

APPROVING NOTICE OF INTENT TO AWARD BID TO NATIONAL WATER SERVICES, LLC FOR THE MIDDLETOWN JUNCTION PRODUCTION WELL DRILLING AND CONSTRUCTION PROJECT

WHEREAS, bids were closed at 11:00 a.m., on January 11, 2024, and the bids received were opened and read aloud for the Middletown Junction Production Well Drilling and Construction Project, and the results are on file in the Commissioners' Office; and

WHEREAS, upon review of such bids by Chris Brausch, Sanitary Engineer, National Water Services, LLC has been determined to be the lowest and best bidder.

NOW THEREFORE BE IT RESOLVED, upon recommendation of the Warren County Water and Sewer Department, that it is the intent of this Board to award the contract to, National Water Services, LLC P.O. Box 230, Paoli, Indiana for a total bid price of \$446,644.00; and

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

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

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

Resolution adopted this 16th day of January 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Water/Sewer (file)
OMB Bid file

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

Resolution

Number 24-0085

Adopted Date January 14, 2024

ENTERING INTO A MAINTENANCE AND SUPPORT AGREEMENT WITH JAVS
(JUSTICE AV SOLUTIONS) ON BEHALF OF COMMON PLEAS COURT

BE IT RESOLVED, to enter into a Maintenance and Support Agreement with JAVS (Justice AV Solutions) relative to the recording system utilized by Warren County Common Pleas Court; said agreement is attached hereto and made a part hereof.

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

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

Resolution adopted this 16th day of January 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: c/a—JAVS (Justice AV Solutions)
Common Pleas (file)



Classic Coverage Extended Warranty, Preventative Maintenance and Support Agreement

This Extended Warranty, Preventative Maintenance, and Support Agreement "Agreement" is entered into by and between Justice AV Solutions "JAVS" and Warren County Court of Common Pleas "Customer" located in Lebanon, OH for the period of February 1, 2024, extending through January 31, 2025.

WHEREAS, Customer is in possession of the JAVS recording system(s) more particularly identified in Attachment A "System":

WHEREAS, JAVS will provide the following Extended Warranty Coverage, Preventative Maintenance, Support, and Services so as to maximize the reliability of Customer's systems(s) "Services;":

NOW, THEREFORE, in consideration of the promises and mutual covenants contained herein, the parties hereby agree as follows:

A. DEFINITIONS

- *CODEC*-Technically known as the video conferencing unit (VCU), the codec compresses and decompresses data for video signals.
- *Extended Warranty*-Coverage of JAVS provided equipment to include repair or replacement for a specified period after the expiration of the original warranty.
- *Preventative Maintenance (PM)*-The scheduled cleaning and adjustment of JAVS provided systems as outlined in the respective agreement.
- *Service*-The provision for onsite technical support, user training, and servicing JAVS provided equipment as defined by the contract.
- *Standard Travel*-Travel within the contiguous 48 states and within a 150-mile radius (300 miles round trip) of closest stationed JAVS service technician.
- *Support*-Remote phone and online troubleshooting and diagnostics.
- *Travel Premium*-Travel within the contiguous 48 states more than the 150-mile radius (300 miles round trip) from the closest stationed JAVS service technician calculated as a round trip distance less standard 300 miles divided by 70 MPH times the applicable hourly rate.
- *Warranty*-Coverage of JAVS provided equipment to include repair or replacement for a period of 1 year from the date of install.

B. SERVICES

1. Help Desk Support. In the event of a System(s) malfunction or questions about system operation, the Customer is encouraged to contact the JAVS help desk by phone at 877-528-7457 or via email at helpdesk@javs.com Monday-Friday 8:00 am to 9:30 pm EST. Calls after 9:30 pm local time will normally go to voicemail and be addressed at the beginning of the next business day. JAVS trained help desk staff to provide immediate troubleshooting, training, and diagnostics on common issues that can be resolved quickly. JAVS also provides online PC support and training through your internet connection. If the issue requires an on-site technician, our help desk will gather the necessary contact information including the: contact's name, phone number, city, system identification number, and detailed description

of the issue. The contact information is used by JAVS to log/track issues properly, assign priority levels based on contract status, and dispatch the appropriate technician to the Customer's location.

2. **Response Times.** In the event that a component from Attachment A requires an on-site repair to address a reported issue, JAVS will schedule a visit during regular business hours. The response time is conditional to the Customer's approved room and equipment availability and the severity of the issue, which is measured in four priority levels: Urgent, High, Normal, and Supportive. Any variation from the timeframes referenced below will be discussed and mutually agreed upon by the Customer and JAVS. For clarification, the priority levels are described in Attachment B.

3. **Extended Warranty.** **Extended warranty is available on JAVS provided and installed equipment less than 5 years old, based on the date of installation.**

JAVS will provide and provision a prolonged warranty on JAVS supplied equipment, both of JAVS manufacture and third party, outside of the manufacturer's standard warranty. JAVS will attempt to repair the faulty equipment dependent upon parts and courtroom availability. If the equipment is not repairable in the field, JAVS at its discretion, will either provide a temporary unit until the original equipment is repaired and reinstalled, or a permanent exchange will be put in service. If the covered equipment requiring repair is no longer available or deemed non-repairable, JAVS will be responsible for the replacement product and all costs associated with its replacement.

Non-warranted equipment:

JAVS provided and installed equipment older than 5 years old, based on the date of installation.

JAVS will attempt to repair the faulty equipment, dependent upon courtroom availability. For non-warranted equipment, the Customer is responsible for the cost of all repair parts, including shipping. From time to time, non-warranted equipment may be deemed non-repairable. If the non-warranted equipment is not repairable in the field, the Customer is responsible for the cost of the replacement product(s). JAVS recorders older than 5 years old, are not eligible for repair involving part(s) replacement and require the purchase of a new recorder at client expense.

For replacement items purchased from JAVS, JAVS will provide labor at no charge.

Components of Polycom Video Conferencing Codecs are included with this agreement. The Codec unit has optional coverage directly through Polycom and is separate from this agreement.

JAVS service technicians will perform updates on software as needed for the Polycom Codec. However, JAVS service technicians can only provide feature updates to Polycom Systems that have a current active Polycom Certificate of Coverage.

After the expiration of the initial warranty, separate support coverage is available through Polycom. If the court wishes to renew the warranty, please reach out to megan.molnar@javs.com to request a quote.

4. **On-site Warranty Support.** JAVS will provide on-site warranty services, which include removing equipment and forwarding to the manufacturer for repair, installing loaner and/or new equipment as deemed necessary by JAVS, and re-installing repaired equipment; on all products listed in Attachment A.

5. Preventative Maintenance. JAVS will perform a bi-annual inspection, review, and operational test of the System and make adjustments as deemed necessary by JAVS. Preventative Maintenance includes updating any System software and firmware as required. All Preventative Maintenance will be coordinated and scheduled with a customer-appointed representative to occur during regular business hours. JAVS will provide documentation to the Customer via a Preventative Maintenance form detailing the status of each system which includes key system information and hard drive capacity of the System. JAVS will document and test each function/mode of the entire System(s) which includes the automatic audio and video mixer/switcher, control boxes, microphones, cameras, time and date generator, monitors, streaming servers, recorders, PA processors, and speakers, private mode feed muting, playback/presentation, assisted listening devices and audio/video conferencing to ensure proper creation of the audio/video record and system operation.

C. EXCLUSIONS

Notwithstanding anything to the contrary elsewhere in this Agreement, JAVS shall have no responsibility and/or liability regarding the following:

1. All video conferencing equipment, bandwidth, network stability, and call quality issues are the responsibility of the court. *
2. Normal wear and tear items such as backup UPS batteries and projector lamps. *
3. Consumable items such as batteries, CDs, DVDs, printer paper, and print cartridges. *
4. Services, software, hardware, and Operating Systems that are no longer supported by a third party. *
5. Upgrades of Systems that would transition from analog camera systems to digital, or major software version upgrades, such as AutoLog 7 to AutoLog 8.
6. Vandalism (including inmate abuse), deliberate tampering with the System, intentional or unintentional damage caused by other contractors/staff, attempted repair and/or maintenance by any personnel not employed by JAVS. *
7. Repair or replacement of any equipment in the event of damage due to negligence or other claims covered by Customer's insurance. *
8. Customer-provided or non-JAVS certified equipment, hardware, and software. *
9. Moving of equipment. *
10. Customer requested on-site advanced training. *
11. Repairs and/or service that requires reconfiguring JAVS equipment due to changes made by Customer's third-party hardware, network, anti-virus settings, or any local IP provider connection (i.e. change of IP address or network configuration, video conferencing connection issues) *
12. Lost records or data recovery due to equipment failure, computer viruses, or Customer user error.
13. Migration of Customer recordings for archival, retention, and restoration. *
14. Shipping delays for repair, loaner, or replacement parts and equipment.

*Customer approval required to perform services for the indicated Exclusions, which will be billed at current labor rates plus parts and expenses if applicable.

FEES/PAYMENTS for exclusions

A fee of \$150.00 per hour (1-hour minimum) plus *Travel and expenses, will apply for each request for on-site service for services not covered by this agreement. Travel time is defined as a portal to portal.

D. TERMS

1. Effective Date. The Agreement begins February 1, 2024, and will continue for a period of 1 year thereafter.
2. Fees; Payments. In consideration of JAVS provision of the Services, the Customer pays a fixed fee of \$39,742.00 "Fee" plus any applicable state taxes. Payment of Fee will be made within 30 days from the date of the invoice.

BREAKDOWN OF MAINTENANCE FEE
Contract Period: February 1, 2024 - January 31, 2025
MAC-00259

	Courtroom Number/Location	SID#	System Description	Maintenance Fee
1	Courtroom 2	SID-02073	HDX Recording System	\$ 9,738.00
2	Courtroom 2	SID-02073	Evidence Presentation System	\$ 2,509.00
3	Courtroom 3	SID-02074	Centro CX Recording System	\$ 9,406.00
4	Courtroom 4	SID-02075	Centro CX Recording System	\$ 10,197.00
5	Hearing Room 1	SID-89239	Centro PX Recording System	\$ 3,341.00
6	Hearing Room 2	SID-89240	Centro PX Recording System	\$ 3,458.00
7	Media Conference Room	SID-89518	VCU Accessories and Extra PTZ Cameras	\$ 1,093.00
TOTAL				\$ 39,742.00

Note: A. JAVS reserves the right to review and recalculate fees associated with the service agreement and adjust accordingly for the next contract period. Changes in the pricing of fees reflect added coverage for new equipment and/or services not previously covered under the service agreement and/or the removal of equipment that is no longer covered. This review is performed prior to the delivery of the subsequent agreement and can affect your agreement fees for that period.

3. Billing of Excluded Services. A fee of \$150.00 per hour (one-hour minimum) plus expenses will be charged for any excluded services (Includes Video Conferencing Systems, see Section C.) requested by the Customer for on-site support.
4. Refunds. Refunds of Fees payable hereunder will be limited to a pro-rated portion calculated per business day of the total amount paid for the Agreement in the event that the agreed response time is not met. The pro-rated portion of the Agreement Fees payable to Customer as a refund shall be limited to the number of days required to respond that are in excess of the agreed response period. No refund shall be payable for days that JAVS does not have access to the covered equipment. No refund shall exceed the value of the Agreement. A request for a pro-rated refund payable to the Customer for a decommissioned System(s) must be received in writing.

E. NO WAIVER

WHETHER BY CHOICE OR NEGLIGENCE JAVS FAILURE TO ENFORCE ANY TERM, EXCLUSION, OR LIMITATION HEREIN SHALL NOT BE CONSTRUED OR INTERPRETED AS A WAIVER OF JAVS RIGHT TO ENFORCE ANY TERM, EXCLUSION, OR LIMITATION CONTAINED IN THIS AGREEMENT.

F. LIMITATION OF LIABILITY

JAVS DOES NOT ACCEPT LIABILITY BEYOND THE REMEDIES SET FORTH IN THIS AGREEMENT OR ANY LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION ANY LIABILITY FOR PRODUCTS NOT BEING AVAILABLE FOR USE OR FOR LOST DATA OR SOFTWARE. SOME STATES (OR JURISDICTIONS) DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

This Agreement shall be construed and interpreted under the laws of the State of Ohio. Any and all claims, disputes, interpretations, or litigation of any kinds arising out of or relating to this Agreement shall have exclusive venue in the Warren County, Ohio Common Pleas Court, and the parties hereby waive any right to bring or remove any action to any other state or federal court. The parties may, by mutual written agreement, agree to alternate dispute resolution.

ACCEPTED BY CUSTOMER
Warren County Court of Common Pleas

Signature _____
Name Jennifer Burnside
Title Court Administrator
Date _____
Phone # Phone #513 695-1570
Email jennifer.burnside@co.warren.oh.us

ACCEPTED BY JAVS
Justice AV Solutions

Signature Megan York
Name Megan York
Title Contract Administrator
Date January 4, 2024
Phone # 502.489.5118
Email Meagn.York@javs.com

ACCEPTED BY CUSTOMER
Additional Court Representative (if required by court)

Signature [Signature]
Name Tom Grossmann
Title Vice President
Date 1-16-24

APPROVED AS TO FORM
[Signature]
Kathryn M. Horvath
Asst. Prosecuting Attorney

Customer contact for scheduling of maintenance/repair

Name _____
Title _____
Phone _____
Email _____



CLASSIC COVERAGE EXTENDED WARRANTY, PREVENTATIVE MAINTENANCE AND SUPPORT AGREEMENT

Warren County Court of Common Pleas
Labanon, Ohio

Account #	SID #	Qty	Part #	Description	Install Date	Service	Warranty	5 Year Date
Courtroom 2								
				JAVS HDX RECORDING SYSTEM				
50343	SID-02073	1	JAV-CENTRO-HDX	JAVS HD video switcher 8/4 in, 6/3 out (HD-SDI/HDMI)	3/11/2021	Yes	Yes	3/11/2026
50343	SID-02073	1	JAV-AVIX-1204	AVIX Video Switching Software	3/11/2021	Yes	Yes	3/11/2026
50343	SID-02073	1	JAV-10004893	SDI H.264/H.265 1080p60 HEVC Streaming Encoder	11/12/2021	Yes	Yes	11/12/2026
50343	SID-02073	1	JAV-TSD-DPCPD	DC power distribution for TSD device 9-24w DC	3/11/2021	Yes	Yes	3/11/2026
50343	SID-02073	1	JAV-AV5C-HDMI/VIDEO	HDMI to Analog Video Converter and Scaler - EDID (external display identification data) management system ensures correct content is displayed. • Supports noise reduction and video enhancement features	3/11/2021	Yes	Yes	3/11/2026
50343	SID-02073	1	JAV-A3-PHX	Auxiliary Audio Input with Phoenix Connection	3/11/2021	Yes	Yes	3/11/2026
50343	SID-02073	1	JAV-28-19387	AC/DC Power Supply, 1 Output, 60 W, 12 VDC, 5 A	3/11/2021	Yes	Yes	3/11/2026
50343	SID-02073	1	JAV-GS116LP-100NAS	Netgear 16-Port 76W PoE/PoE+ Gigabit Ethernet Unmanaged Switch	3/11/2021	Yes	Yes	3/11/2026
50343	SID-02073	1	JAV-REC8-HD-M	JAVS HD AIO Multichannel Recorder 720P	3/11/2021	Yes	Yes	3/11/2026
50343	SID-02073	1	JAV-REC8-HD-S	JAVS Recorder 8 with HD Video & Stereo Audio Recorder	3/11/2021	Yes	Yes	3/11/2026
50343	SID-02073	1	JAV-DRMK	Dual Rack Mount Kit	3/11/2021	Yes	Yes	3/11/2026
50343	SID-02073	1	JAV-BES5DG	APC Back-UPS BE600M1, 600VA, 120V, 1 USB charging port	3/11/2021	Yes	Yes	3/11/2026
50343	SID-02073	4	JAV-JC-20HD	JAVS SDI/HD CCTV Box Color Camera	3/11/2021	Yes	Yes	3/11/2026
50343	SID-02073	4	JAV-VS-M550-4	5-50mm Varifocal F1.6 CS Mount with Auto-Iris (For HD Camera)	3/11/2021	Yes	Yes	3/11/2026
50343	SID-02073	1	JAV-AFS2	Dual Channel Advanced Feedback Suppression Processor	3/11/2021	Yes	Yes	3/11/2026
50343	SID-02073	1	JAV-CSA-240Z	2 Channel Amplifier 40W per Channel with 70V & 100V Speaker Outputs	3/11/2021	Yes	Yes	3/11/2026
50343	SID-02073	1	JAV-BBD1694-3B	Premium Belden 1694A Digital Video BNC Cable 3 ft	3/11/2021	Yes	Yes	3/11/2026
50343	SID-02073	1	JAV-MC-BD	Bi-Directional SDI/HDMI with Power Supply	3/11/2021	Yes	Yes	3/11/2026
50343	SID-02073	1	JAV-SK40RUSBB	(4) Outlet Surge Protector & (2) USB Outlets(3.4A) - 1080 Joule Rating	3/11/2021	Yes	Yes	3/11/2026
50343	SID-02073	1	JAV-BBD1694-3B	Premium Belden 1694A Digital Video BNC Cable 3 ft	3/11/2021	Yes	Yes	3/11/2026
50343	SID-02073	1	JAV-MC-BD	Bi-Directional SDI/HDMI with Power Supply	3/11/2021	Yes	Yes	3/11/2026
50343	SID-02073	1	JAV-SK40RUSBB	(4) Outlet Surge Protector & (2) USB Outlets(3.4A) - 1080 Joule Rating	3/11/2021	Yes	Yes	3/11/2026
50343	SID-02073	3	JAV-BBD1694-3B	Premium Belden 1694A Digital Video BNC Cable 3 ft	3/11/2021	Yes	Yes	3/11/2026
50343	SID-02073	3	JAV-MC-BD	Bi-Directional SDI/HDMI with Power Supply	3/11/2021	Yes	Yes	3/11/2026
50343	SID-02073	3	JAV-SK40RUSBB	(4) Outlet Surge Protector & (2) USB Outlets(3.4A) - 1080 Joule Rating	3/11/2021	Yes	Yes	3/11/2026
50343	SID-02073	1	JAV-AN-CSP	Annotation Pro Plus Broadcast Quality Video Annotation System - Provides the ability to annotate live over video content at resolutions up to 4K - ***HDCP Supported***	3/11/2021	Yes	Yes	3/11/2026
50343	SID-02073	2	JAV-BBD1694-3B	Premium Belden 1694A Digital Video BNC Cable 3 ft	3/11/2021	Yes	Yes	3/11/2026
50343	SID-02073	2	JAV-USBZ-AA-3ST	USB 2.0 A to A Cable 3ft	3/11/2021	Yes	Yes	3/11/2026
50343	SID-02073	2	JAV-MVGA1SP-P-6HR/A	Pro AV/IT Series Micro VGA HD15 plug to plug w/audio cable 6ft	3/11/2021	Yes	Yes	3/11/2026
50343	SID-02073	2	JAV-MC-BD	Bi-Directional SDI/HDMI with Power Supply	3/11/2021	Yes	Yes	3/11/2026
50343	SID-02073	2	JAV-PCT2265	22" Multi-touch Screen Monitor - HDMI (HDCP)	3/11/2021	Yes	Yes	3/11/2026
50343	SID-02073	2	JAV-B203-101-PNP	1-Port Plug-and-Play USB 2.0 over Cat5/Cat6 Extender Kit, Transmitter & Receiver, USB up to 164 ft. (50 m), TAA	3/11/2021	Yes	Yes	3/11/2026
50343	SID-02073	2	JAV-SK40RUSBB	(4) Outlet Surge Protector & (2) USB Outlets(3.4A) - 1080 Joule Rating	3/11/2021	Yes	Yes	3/11/2026
50343	SID-02073	1	JAV-JG9	JAVS Slim Line Power Strip and Conditioner	3/11/2021	Yes	Yes	3/11/2026
50343	SID-02073	1	JAV-PTRK-21	21 RU Portable Rolling Rack with Locking Front & Rear Doors Depth: 21.5" Height: 45.91" Width: 22.59"	3/11/2021	Yes	Yes	3/11/2026
50343	SID-02073	4	JAV-UTR1-MP	Half Depth, single Rack space shelf	3/11/2021	Yes	Yes	3/11/2026
50343	SID-02073	1	JAV-ED1000RTXL2U	1000 VA On-Line UPS 8 Outlets	3/11/2021	Yes	Yes	3/11/2026
50343	SID-02073	1	JAV-SRMK	Single Rack Mount Kit	3/11/2021	Yes	Yes	3/11/2026
50343	SID-02073	1	JAV-CONVMSDI/DA4K	Mini Converter SDI Distribution	3/11/2021	Yes	Yes	3/11/2026
50343	SID-02073	1	JAV-MC-BD	Bi-Directional SDI/HDMI with Power Supply	3/11/2021	Yes	Yes	3/11/2026
50343	SID-02073	1	JAV-CENTRO-ROC	Centro Record Output Cable (For Replacement Only)	3/11/2021	Yes	Yes	3/11/2026
50343	SID-02073	2	JAV-CENTRO-CHA	Centro Headphone Amplifier	3/11/2021	Yes	Yes	3/11/2026
50343	SID-02073	2	JAV-HD-22	Stereo/Mono Headphones	3/11/2021	Yes	Yes	3/11/2026
50343	SID-02073	1	JAV-CENTRO-AX	"Centro AX" - Base Unit plus Centro AX software	2/3/2014	Yes	No	2/3/2019
50343	SID-02073	1	JAV-PS1	Centro Power Supply	2/3/2014	Yes	No	2/3/2019
50343	SID-02073	1	JAV-PS752	Desktop Document Camera - 20x Zoom + 12x Digital Zoom Output Resolution - XGA, SXGA, WXGA, 1080p Input - 1 x VGA (pass-through from computer), 1 x HDMI, 1 x 3.5 mm audio jack Output - 2 x VGA, 1 x HDMI, 1 x Composite, 1 x 3.5 mm audio jack	8/31/2021	Yes	Yes	8/31/2026
50343	SID-02073	2	JAV-AFS	DBX Dual Channel Advanced Feedback Suppression Processor	2/3/2014	Yes	No	2/3/2019
50343	SID-02073	2	JAV-CSA2120	JBL 2 Channel 120 Watt Amplifier	2/3/2014	Yes	No	2/3/2019
50343	SID-02073	2	JAV-CST120	JBL 2 Channel transformer Kit	2/3/2014	Yes	No	2/3/2019
50343	SID-02073	2	JAV-CENTRO-RCA	Centro RCA Output Cable (Required to connect external A/V Outputs)	2/3/2014	Yes	No	2/3/2019



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50343	SID-02073	4	JAV-100TWP	Small Speaker, White (Qty. 1) (Judge, Witness and 2 Law Tables)	2/3/2014	Yes	No	2/3/2019
50343	SID-02073	4	JAV-W410S2SD	4" Speakers 4 Ohm	2/3/2014	Yes	No	2/3/2019
50343	SID-02073	4	RBG5SD	4" Speaker Grill	2/3/2014	Yes	No	2/3/2019
50343	SID-02073	9	JAV-JM11	"FlexMicrophone" Boundary Microphone	2/3/2014	Yes	No	2/3/2019
50343	SID-02073	9	JAV-PLX-JM11	Plexiglass Microphone Mount for JM11 Microphone	2/3/2014	Yes	No	2/3/2019
50343	SID-02073	1	JAV-CENTRO-CMC4	Centro 2 Channel Mic combiner with Expansion and LED Control	2/3/2014	Yes	No	2/3/2019
50343	SID-02073	1	JAV-CHA	Centro Headphone Amplifier	2/3/2014	Yes	No	2/3/2019
50343	SID-02073	1	JAV-HD-22	JAVS Headphones (Stereo/MoNo Headset)	2/3/2014	Yes	No	2/3/2019
50343	SID-02073	1	JAV-WIRSYS7522	Mld-Range Infrared System. (1) WIR TX75 Transmitter, (3) WIR	11/7/2016	Yes	No	11/7/2021
50343	SID-02073	1	JAV-CENTRO-RCA	Centro RCA Output Cable (Required to connect external A/V Outputs)	11/7/2016	Yes	No	11/7/2021
50343	SID-02073	1	JAV-CENTRO-ALA	Centro Assistive Listening Adapter	7/19/2019	Yes	Yes	7/18/2024
50343	SID-02073	1	JAV-WIR-TX90 DC	2-CH Modulator and Emitter, 2.3/2.8/3.3/3.8 MHz	7/19/2019	Yes	Yes	7/18/2024
50343	SID-02073	2	JAV-MC-BD	Bi-Directional SDI/HDMI with Power Supply	1/21/2021	Yes	Yes	1/21/2026
50343	SID-02073	2	JAV-MHD-3PROBLK	3' MicroFlex Pro AV/IT Series High Speed HDMI Cable with Pro Grip	1/3/2019	Yes	Yes	1/3/2024
50343	SID-02073	1	JAV-PDRUB	Large Flat Panel Swing Arm Wall Display Mount - 42"-71" with 37" Extension	1/3/2019	Yes	Yes	1/3/2024
50343	SID-02073	1	JAV-MHD-3PROBLK	3' MicroFlex Pro AV/IT Series High Speed HDMI Cable with Pro Grip	1/3/2019	Yes	Yes	1/3/2024
50343	SID-02073	2	JAV-CAT6-STP-RJ45	Shielded CAT6 RJ45 Connector	1/3/2019	Yes	Yes	1/3/2024
50343	SID-02073	1	JAV-LED-60	60" LED Monitor	1/3/2019	Yes	Yes	1/3/2024
50343	SID-02073	1	JAV-MHD-3PROBLK	3' MicroFlex Pro AV/IT Series High Speed HDMI Cable with Pro Grip	6/21/2018	Yes	Yes	6/21/2023
50343	SID-02073	1	JAV-ZU720T	WUXGA, 7500 Lumens, Laser Light Source, 1:44 - 2.59 Throw Ratio, 2 HDMI In, 1 HDBT In, 12000 Hour Light Source	7/12/2022	Yes	Yes	7/12/2027
50343	SID-02073	1	JAV-37574LS	Da-Lite Contour Electrol 69" x 110" 130" Diag. Matte White Wall/Ceiling 16:10 Wide Format Projection Screen w/ Low Voltage Control & Silent Motor	7/12/2022	Yes	Yes	7/12/2027
50343	SID-02073	1	JAV-RPAU	RPA Series Inverted Ceiling Mount (Universal)	7/12/2022	Yes	Yes	7/12/2027
VIDEO CONFERENCING								
50343	SID-02073	1	JAV-GROUP500-AC	RealPresence Group 500 - 720P, Group500 HD CODEC, EagleEye Acoustic Camera SN:8G194950F3D3CV *JAVS supplied Polycom unit does not affect the price of JAVS Support Agreement. Accessories to the CODEC supplied by JAVS are included under coverage and maintenance fees. After the expiration of the initial warranty separate support coverage is available through Polycom. If the court wishes to renew the warranty, please reach out to megan_molnar@javs.com to request a quote.	7/14/2020	*Yes	*Yes	EXP. 8/31/2025
50343	SID-02073	2	JAV-MHD18G-18INPROBLK	MicroFlex Pro AV/IT Certified 4K60 18G High Speed HDMI Cable with ProGrip Jet Black 1.5ft	7/14/2020	Yes	Yes	7/14/2025
50343	SID-02073	1	JAV-A3-PHX	Auxiliary Audio Input with Phoenix Connection	7/14/2020	Yes	Yes	7/14/2025
Courtroom 2								
EVIDENCE PRESENTATION SYSTEM								
50343	SID-02073	1	JAV-C50CM	Ceiling Mount for XGC60U	1/12/2006	Yes	No	1/12/2011
COURTROOM MONITOR AND FEEDS								
50343	SID-02073	1	JAV-27153	C2G 10ft Cat6 550 MHz Snagless (UTP) Patch Cable - Black	6/26/2020	Yes	Yes	6/26/2025
50343	SID-02073	1	JAV-TS110SU	Small Thinstall™ Single Swing Arm Wall Display Mount - 10" Extension	6/26/2020	Yes	Yes	6/26/2025
50343	SID-02073	1	JAV-MHD18G-18INPROBLK	MicroFlex Pro AV/IT Certified 4K60 18G High Speed HDMI Cable with ProGrip Jet Black 1.5ft	6/26/2020	Yes	Yes	6/26/2025
50343	SID-02073	1	JAV-MHD18G-3PROBLK	MicroFlex Pro AV/IT Certified 4K60 18G High Speed HDMI Cable with ProGrip Jet Black 3ft	6/26/2020	Yes	Yes	6/26/2025
50343	SID-02073	1	JAV-LED-22-TV	21.5" LED Full HD Monitor - Composite, VGA, & HDMI Inputs	6/26/2020	Yes	Yes	6/26/2025
50343	SID-02073	1	JAV-SKADRUSBB	(4) Outlet Surge Protector & (2) USB Outlets(3.4A) - 1080 Joule Rating	6/26/2020	Yes	Yes	6/26/2025
50343	SID-02073	3	JAV-27153	C2G 10ft Cat6 550 MHz Snagless (UTP) Patch Cable - Black	6/26/2020	Yes	Yes	6/26/2025
50343	SID-02073	3	JAV-MHD18G-18INPROBLK	MicroFlex Pro AV/IT Certified 4K60 18G High Speed HDMI Cable with ProGrip Jet Black 1.5ft	6/26/2020	Yes	Yes	6/26/2025
50343	SID-02073	3	JAV-MHD18G-3PROBLK	MicroFlex Pro AV/IT Certified 4K60 18G High Speed HDMI Cable with ProGrip Jet Black 3ft	6/26/2020	Yes	Yes	6/26/2025
50343	SID-02073	1	JAV-KT-107	7-inch tabletop/in-wall Touch Panel w/ POE	3/9/2022	Yes	Yes	3/9/2027
50343	SID-02073	1	JAV-SL-280	32-Port S1 smart controller	3/9/2022	Yes	Yes	3/9/2027
50343	SID-02073	1	JAV-KT-107	7-inch tabletop/in-wall Touch Panel w/ POE	3/9/2022	Yes	Yes	3/9/2027
50343	SID-02073	1	JAV-ZU720T	WUXGA, 7500 Lumens, Laser Light Source, 1:44 - 2.59 Throw Ratio, 2 HDMI In, 1 HDBT In, 12000 Hour Light Source	7/12/2022	Yes	Yes	7/12/2027
50343	SID-02073	1	JAV-37574LS	Da-Lite Contour Electrol 69" x 110" 130" Diag. Matte White Wall/Ceiling 16:10 Wide Format Projection Screen w/ Low Voltage Control & Silent Motor	7/12/2022	Yes	Yes	7/12/2027
50343	SID-02073	1	JAV-RPAU	RPA Series Inverted Ceiling Mount (Universal)	7/12/2022	Yes	Yes	7/12/2027
50343	SID-02073	1	JAV-37612L	Contour Insd 164D DM Tensioned Contour Electrol Wide Screen 16:10 87X139 164" Diag. Dg. Mat	9/30/2022	Yes	Yes	9/30/2027



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Courtroom 3								
50343	S10-02074	1	JAV-CENTRO-AO	JAVS HDX RECORDING SYSTEM	1/10/2022	Yes	Yes	1/10/2027
50343	S10-02074	1	JAV-TSD-DCPD	JAVS Centro AO Ethernet Controlled Audio Processor - Base Unit with Centro AO software	1/10/2022	Yes	Yes	1/10/2027
50343	S10-02074	1	JAV-TSD-RMK	DC power distribution for TSD device 9-24V DC	1/10/2022	Yes	Yes	1/10/2027
50343	S10-02074	1	JAV-CONVMCAUD52	TSD Series Rack Mount Kit	1/10/2022	Yes	Yes	1/10/2027
50343	S10-02074	1	JAV-CONVMSDIDAAK	Mini Converter - Audio to SDI 2	1/10/2022	Yes	Yes	1/10/2027
50343	S10-02074	1	JAV-FBQ2496	Mini Converter SDI Distribution	1/10/2022	Yes	Yes	1/10/2027
50343	S10-02074	1	JAV-HD-22	Dual Channel Advanced Feedback Suppression Processor	1/10/2022	Yes	Yes	1/10/2027
50343	S10-02074	1	JAV-AVIX-1204	Stereo/Mono Headphones	1/10/2022	Yes	Yes	1/10/2027
50343	S10-02074	1	JAV-CENTRO-CHA	AVIX Video Switching Software	1/10/2022	Yes	Yes	1/10/2027
50343	S10-02074	1	JAV-CENTRO-HDX	Centro Headphone Amplifier	1/10/2022	Yes	Yes	1/10/2027
50343	S10-02074	1	JAV-CENTRO-RCA	JAVS HD video switcher 8/4 In, 6/3 out (HD-SDI/HDMI)	1/10/2022	Yes	Yes	1/10/2027
50343	S10-02074	1	JAV-HDE	Centro RCA Output Cable (Required to connect external A/V Outputs)	1/10/2022	Yes	Yes	1/10/2027
50343	S10-02074	6	JAV-JC-20HD	Hard Drive Enclosure	1/10/2022	Yes	Yes	1/10/2027
50343	S10-02074	8	JAV-JM14	JAVS SDI/HD CCTV Box Color Camera	1/10/2022	Yes	Yes	1/10/2027
50343	S10-02074	8	JAV-MC-8D	JAVS FlexMic with Multicolor LED and Touch Button	1/10/2022	Yes	Yes	1/10/2027
50343	S10-02074	3	JAV-PLX-5F	Bi-Directional SDI/HDMI with Power Supply	1/10/2022	Yes	Yes	1/10/2027
50343	S10-02074	2	JAV-REC8-SD-M	FlexMic Plexiglass - Short Flat (Jury Style)	1/10/2022	Yes	Yes	1/10/2027
50343	S10-02074	1	JAV-SW-AL8S	Recorder 8 Standard with Multichannel Audio via MARC Card and All-in-One capture card	1/10/2022	Yes	Yes	1/10/2027
50343	S10-02074	1	JAV-SW-P8S	AutoLog 8 Session Logging and Control Software	1/10/2022	Yes	Yes	1/10/2027
50343	S10-02074	1	JAV-SW-S8S	Publisher 8 Session Publishing Software	1/10/2022	Yes	Yes	1/10/2027
50343	S10-02074	1	JAV-SW-V8S	Scheduler 8 Session Scheduling Software	1/10/2022	Yes	Yes	1/10/2027
50343	S10-02074	1	JAV-CSA-240Z	Viewer 8 Session Viewing Software for Transcription	1/10/2022	Yes	Yes	1/10/2027
50343	S10-02074	1	JAV-JG9	2 Channel Amplifier 40W per Channel with 70V & 100V Speaker Outputs	1/10/2022	Yes	Yes	1/10/2027
50343	S10-02074	1	JAV-KT-107	JAVS Slim Line Power Strip and Conditioner	1/10/2022	Yes	Yes	1/10/2027
50343	S10-02074	1	JAV-SL-280	7-Inch tabletop/in-wall Touch Panel w/ POE	1/10/2022	Yes	Yes	1/10/2027
50343	S10-02074	1	JAV-VS-M2812-2	32-Port S1 smart controller	1/10/2022	Yes	Yes	1/10/2027
50343	S10-02074	5	JAV-VS-M550-4	2.8-12mm Varifocal F1.4 CS Mount with Auto-Iris (For HD Camera)	1/10/2022	Yes	Yes	1/10/2027
50343	S10-02074	1	JAV-28-19387	5-50mm Varifocal F1.6 CS Mount with Auto-Iris (For HD Camera)	1/10/2022	Yes	Yes	1/10/2027
50343	S10-02074	2	JAV-UTR1-MP	AC/DC Power Supply, 1 Output, 60 W, 12 VDC, 5 A	1/10/2022	Yes	Yes	1/10/2027
50343	S10-02074	1	JAV-GS116LP-100NAS	Half Depth, single Rack space shelf	1/10/2022	Yes	Yes	1/10/2027
50343	S10-02074	1	JAV-ED1000RXL2U	16-Port 76W PoE/PoE+ Gigabit Ethernet Unmanaged Switch	1/10/2022	Yes	Yes	1/10/2027
50343	S10-02074	4	JAV-PCT7235	1000 VA On-Line UPS 8 Outlets	1/10/2022	Yes	Yes	1/10/2027
				22" Touch Screen Monitor	1/10/2022	Yes	Yes	1/10/2027
				Multi-Touch Projected Capacitive (up to 10 touch points)				
				Touchscreen Interface - USB				
50343	S10-02074	4	JAV-B203-101-PNP	1-Port Plug-and-Play USB 2.0 over Cat5/Cat6 Extender Kit, Transmitter & Receiver, USB up to 164 Ft. (50 m), TAA	1/10/2022	Yes	Yes	1/10/2027
50343	S10-02074	1	JAV-AN-CSP	Annotation Pro Plus Broadcast Quality Video Annotation System - Provides the ability to annotate live over video content at resolutions up to 4K - ***HDCP Supported***	1/10/2022	Yes	Yes	1/10/2027
50343	S10-02074	2	JAV-MC-8D	Bi-Directional SDI/HDMI with Power Supply	1/10/2022	Yes	Yes	1/10/2027
50343	S10-02074	2	JAV-PLX-CB	JAVS Plexiglass Mic Stand	1/10/2022	Yes	Yes	1/10/2027
50343	S10-02074	1	JAV-LEO-98-SAM	98" Class HDR 4K UHD Digital Signage & Conference Room Smart LED Display	2/23/2022	Yes	Yes	2/23/2027
50343	S10-02074	1	JAV-TL76SLUS8B	6-Outlet Surge Protector with 2 USB Ports (3.4A Shared) - Side Load, Direct Plug-In, 1050 Joules	2/23/2022	Yes	Yes	2/23/2027
50343	S10-02074	1	JAV-ST680P	Universal Tilt Wall Mount FOR 60" TO 98" DISPLAYS"	2/23/2022	Yes	Yes	2/23/2027
50343	S10-02074	1	JAV-10004893	SDI H.264/H.265 1080p60 HEVC Streaming Encoder	11/12/2021	Yes	Yes	11/12/2026
50343	S10-02074	1	JAV-PS752	Desktop Document Camera - 20x Zoom + 12x Digital Zoom	8/31/2021	Yes	Yes	8/31/2026
				Output Resolution - XGA, SXGA, WXGA, 1080p				
				Input - 1 x VGA (pass-through from computer), 1 x HDMI, 1 x 3.5 mm audio Jack				
				Output - 2 x VGA, 1 x HDMI, 1 x Composite, 1 x 3.5 mm audio jack				
50343	S10-02074	2	JAV-AFS	DBX Dual Channel Advanced Feedback Suppression Processor	5/31/2016	Yes	No	5/31/2021
50343	S10-02074	2	JAV-CSA240Z	JBL 2 Channel 40W per Channel with 70V & 100V Speaker Output	5/31/2016	Yes	No	5/31/2021
50343	S10-02074	2	JAV-CENTRO-RCA	Centro RCA Output Cable (Required to connect external A/V Outputs)	5/31/2016	Yes	No	5/31/2021
50343	S10-02074	8	JAV-2830	2 X 2 Drop In Ceiling Tile Speaker System w/co-axial speaker, enclosure, & rotary switch	5/31/2016	Yes	No	5/31/2021
50343	S10-02074	1	JAV-CHA	Centro Headphone Amplifier	5/31/2016	Yes	No	5/31/2021
50343	S10-02074	1	JAV-HD-22	JAVS Headphones (Stereo/Mono Headset)	5/31/2016	Yes	No	5/31/2021
50343	S10-02074	1	JAV-CENTRO-RCA	Centro RCA Output Cable (Required to connect external A/V Outputs)	5/31/2016	Yes	No	5/31/2021
50343	S10-02074	1	JAV-2830	2 X 2 Drop In Ceiling Tile Speaker System w/co-axial speaker, enclosure, & rotary switch	5/31/2016	Yes	No	5/31/2021
50343	S10-02074	1	JAV-LV5K	Wall Mount Attenuator 5W (Press Feed Room)	5/31/2016	Yes	No	5/31/2021



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50343	SID-02074	1	JAVGROUP500-AC	VIDEO CONFERENCING RealPresence Group 500 - 720P: Group500 HD CODEC, EagleEye Acoustic Camera SN:8G194950F3A1CV *JAVS supplied Polycom unit does not affect the price of JAVS Support Agreement. Accessories to the CODEC supplied by JAVS are included under coverage and maintenance fees. After the expiration of the initial warranty separate support coverage is available through Polycom. If the court wishes to renew the warranty, please reach out to megan.york@javs.com to request a quote.	7/14/2020	*Yes	*Yes	EXP. 8/31/2025
50343	SID-02074	2	JAV-MHD18G-18INPROBLK	MicroFlex Pro AV/IT Certified 4K60 18G High Speed HDMI Cable with ProGrip Jet Black 1.5ft	7/14/2020	Yes	Yes	7/14/2025
50343	SID-02074	1	JAV-A3-PHX	Auxiliary Audio input with Phoenix Connection	7/14/2020	Yes	Yes	7/14/2025
Courtroom 4				JAVS HDX RECORDING SYSTEM				
50343	SID-02075	1	JAV-TSD-DCPD	DC power distribution for TSD device 9-24v DC	2/23/2022	Yes	Yes	2/23/2027
50343	SID-02075	1	JAV-CONVMCAUD52	Mini Converter - Audio to SDI 2	2/23/2022	Yes	Yes	2/23/2027
50343	SID-02075	1	JAV-CONVMSDIDA4K	Mini Converter SDI Distribution	2/23/2022	Yes	Yes	2/23/2027
50343	SID-02075	2	JAV-MHD18G-18INPROBLK	MicroFlex Pro AV/IT Certified 4K60 18G High Speed HDMI Cable with ProGrip Jet Black 1.5ft	2/23/2022	Yes	Yes	2/23/2027
50343	SID-02075	11	JAV-MHD18G-3PROBLK	MicroFlex Pro AV/IT Certified 4K60 18G High Speed HDMI Cable with ProGrip Jet Black 3ft	2/23/2022	Yes	Yes	2/23/2027
50343	SID-02075	1	JAV-APS2	Dual Channel Advanced Feedback Suppression Processor	2/23/2022	Yes	Yes	2/23/2027
50343	SID-02075	1	JAV-AVIX-L204	AVIX Video Switching Software	2/23/2022	Yes	Yes	2/23/2027
50343	SID-02075	1	JAV-CENTRO-AO	JAVS Centro AO Ethernet Controlled Audio Processor - Base Unit with Centro AO software	2/23/2022	Yes	Yes	2/23/2027
50343	SID-02075	1	JAV-CENTRO-CHA	Centro Headphone Amplifier	2/23/2022	Yes	Yes	2/23/2027
50343	SID-02075	1	JAV-CENTRO-HDX	JAVS HD video switcher 8/4 In, 6/3 out (HD-SDI/HDMI)	2/23/2022	Yes	Yes	2/23/2027
50343	SID-02075	1	JAV-HDE	Hard Drive Enclosure	2/23/2022	Yes	Yes	2/23/2027
50343	SID-02075	6	JAV-JC-20HD	JAVS SDI/HD CCTV Box Color Camera	2/23/2022	Yes	Yes	2/23/2027
50343	SID-02075	8	JAV-JM14	JAVS FlexMic with Multicolor LED and Touch Button	2/23/2022	Yes	Yes	2/23/2027
50343	SID-02075	8	JAV-MC-BD	Bi-Directional SDI/HDMI with Power Supply	2/23/2022	Yes	Yes	2/23/2027
50343	SID-02075	2	JAV-PLX-CB	JAVS Plexiglass Mic Stand	2/23/2022	Yes	Yes	2/23/2027
50343	SID-02075	2	JAV-REC8-SD-M	Recorder 8 Standard with Multichannel Audio via MARC Card and All-In-One capture card	2/23/2022	Yes	Yes	2/23/2027
50343	SID-02075	2	JAV-REC8-1080	Suite 8 1080p License	2/23/2022	Yes	Yes	2/23/2027
50343	SID-02075	1	JAV-SW-AL8S	AutoLog 8 Session Logging and Control Software	2/23/2022	Yes	Yes	2/23/2027
50343	SID-02075	1	JAV-SW-P8S	Publisher 8 Session Publishing Software	2/23/2022	Yes	Yes	2/23/2027
50343	SID-02075	1	JAV-SW-S8S	Scheduler 8 Session Scheduling Software	2/23/2022	Yes	Yes	2/23/2027
50343	SID-02075	1	JAV-SW-V8S	Viewer 8 Session Viewing Software for Transcription	2/23/2022	Yes	Yes	2/23/2027
50343	SID-02075	1	JAV-CSA-240Z	2 Channel Amplifier 40W per Channel with 70V & 100V Speaker Outputs	2/23/2022	Yes	Yes	2/23/2027
50343	SID-02075	1	JAV-KT-107	7-Inch tabletop/in-wall Touch Panel w/ POE	2/23/2022	Yes	Yes	2/23/2027
50343	SID-02075	1	JAV-SL-280	32-Port S1 smart controller	2/23/2022	Yes	Yes	2/23/2027
50343	SID-02075	1	JAV-VS-M288-A	2.8" 8mm CS Varifocal Auto-IRIS Lens	2/23/2022	Yes	Yes	2/23/2027
50343	SID-02075	5	JAV-VS-M550-4	5-50mm Varifocal F1.6 CS Mount with Auto-Iris (For HD Camera)	2/23/2022	Yes	Yes	2/23/2027
50343	SID-02075	1	JAV-28-19387	AC/DC Power Supply, 1 Output, 60 W, 12 VDC, 5 A	2/23/2022	Yes	Yes	2/23/2027
50343	SID-02075	2	JAV-UTR1-MP	Half Depth, single Rack space shelf	2/23/2022	Yes	Yes	2/23/2027
50343	SID-02075	1	JAV-GS116LP-100NAS	16-Port 76W PoE/PoE+ Gigabit Ethernet Unmanaged Switch	2/23/2022	Yes	Yes	2/23/2027
50343	SID-02075	1	JAV-ED1000RTXL2U	1000 VA On-Line UPS 8 Outlets	2/23/2022	Yes	Yes	2/23/2027
50343	SID-02075	4	JAV-PCT2235	22" Touch Screen Monitor Multi-Touch Projected Capacitive (up to 10 touch points) Touchscreen Interface - USB	2/23/2022	Yes	Yes	2/23/2027
50343	SID-02075	4	JAV-8203-101-PNP	1-Port Plug-and-Play USB 2.0 over Cat5/Cat6 Extender Kit, Transmitter & Receiver, USB up to 164 ft. (50 m), TAA	2/23/2022	Yes	Yes	2/23/2027
50343	SID-02075	1	JAV-AN-CSP	Annotation Pro Plus Broadcast Quality Video Annotation System - Provides the ability to annotate live over video content at resolutions up to 4K - **HDCP Supported**	2/23/2022	Yes	Yes	2/23/2027
50343	SID-02075	2	JAV-MC-BD	Bi-Directional SDI/HDMI with Power Supply	2/23/2022	Yes	Yes	2/23/2027
50343	SID-02075	1	JAV-LED-98-SAM	98" Class HDR 4K UHD Digital Signage & Conference Room Smart LED Display	2/23/2022	Yes	Yes	2/23/2027
50343	SID-02075	1	JAV-TLPS6LUS88	6-Outlet Surge Protector with 2 USB Ports (3.4A Shared) - Side Load, Direct Plug-In, 1050 Joules	2/23/2022	Yes	Yes	2/23/2027
50343	SID-02075	1	JAV-ST680P	Universal Tilt Wall Mount FOR 60" TO 98" DISPLAYS*	2/23/2022	Yes	Yes	2/23/2027
50343	SID-02075	1	JAV-PS752	Desktop Document Camera - 20x Zoom + 12x Digital Zoom Output Resolution - XGA, SXGA, WXGA, 1080p Input - 1 x VGA (pass-through from computer), 1 x HDMI, 1 x 3.5 mm audio jack Output - 2 x VGA, 1 x HDMI, 1 x Composite, 1 x 3.5 mm audio jack	8/31/2021	Yes	Yes	8/31/2026
50343	SID-02075	2	JAV-AFS	DBX Dual Channel Advanced Feedback Suppression Processor	1/16/2016	Yes	No	1/15/2021



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50343	SID-02075	2	JAV-CSA240Z	JBL 2 Channel 40W per Channel with 70V & 100V Speaker Output	1/16/2016	Yes	No	1/15/2021
50343	SID-02075	2	JAV-CENTRO-RCA	Centro RCA Output Cable (Required to connect external A/V Outputs)	1/16/2016	Yes	No	1/15/2021
50343	SID-02075	8	JAV-2830	2 X 2 Drop In Ceiling Tile Speaker System W/ Co-axial spkr,enclosure and rotary switch	1/16/2016	Yes	No	1/15/2021
50343	SID-02075	1	JAV-WIR-SYS-6	JAVS Assisted Listening Courtroom Body-Pack Package - Includes: - 1 WIRTX90 Combination Modulator & Emitter - 4 WIRRX22-4N Body-Pack 4 Channel IR Receiver - 2 BAT KT6 - 2 Bay Chargers & Rechargeable Batteries - 2 NKL001 Neckloops, - 4 HED021 Headphones	4/15/2019	Yes	Yes	4/14/2024
50343	SID-02075	6	JAV-WIR-RQ22-4N	Body-Pack 4 Channel IR Receiver Only, 2.3/2.8/3.3/3.8MHz	4/15/2019	Yes	Yes	4/14/2024
50343	SID-02075	4	JAV-BATKT6	Charger for Body Pack - 3 Volt Dual Drop In Charger Kit with CHG 3502 and two (2) AA Bat 026-2 batteries	4/15/2019	Yes	Yes	4/14/2024
50343	SID-02075	6	JAV-HED-021	Folding headphone, adult size, 32 Ohm, moNo.	4/15/2019	Yes	Yes	4/14/2024
50343	SID-02075	1	JAV-CENTRO-ALA	Centro Assistive Listening Adapter	4/15/2019	Yes	Yes	4/14/2024
50343	SID-02075	1	JAV-CHA	Centro Headphone Amplifier	1/16/2016	Yes	No	1/15/2021
50343	SID-02075	1	JAV-HD-22	JAVS Headphones (Stereo/MoNo Headset)	1/16/2016	Yes	No	1/15/2021
50343	SID-02075	1	JAV-CENTRO-RCA	Centro RCA Output Cable (Required to connect external A/V Outputs)	1/16/2016	Yes	No	1/15/2021
50343	SID-02075	1	JAV-2830	2 X 2 Drop In Ceiling Tile Speaker System W/ Co-axial spkr,enclosure and rotary switch	1/16/2016	Yes	No	1/15/2021
50343	SID-02075	1	JAV-LV5K	Wall Mount Attenuator SW (Press Feed Room)	1/16/2016	Yes	No	1/15/2021
				VIDEO CONFERENCING				
50343	SID-02075	1	JAV-GROUPS00-AC	RealPresence Group 500 - 720P: Group500 HD CODEC, EagleEye Acoustic Camera SN:BG194950F3F3CV *JAVS supplied Polycom unit does not affect the price of JAVS Support Agreement. Accessories to the CODEC supplied by JAVS are included under coverage and maintenance fees. After the expiration of the Initial warranty separate support coverage is available through Polycom. If the court wishes to renew the warranty, please reach out to megan.york@javs.com to request a quote.	7/14/2020	*Yes	*Yes	EXP. 8/31/2025
50343	SID-02075	2	JAV-MHD18G-18INPROBLK	MicroFlex Pro AV/IT Certified 4K60 18G High Speed HDMI Cable with ProGrip Jet Black 1.5ft	7/14/2020	Yes	Yes	7/14/2025
50343	SID-02075	1	JAV-A3-PHX	Auxiliary Audio Input with Phoenix Connection	7/14/2020	Yes	Yes	7/14/2025
Hearing Room 1								
				JAVS CENTRO PX RECORDING SYSTEM				
50343	SID-89239	1	JAV-CENTRO-PX	JAVS Centro PX Ethernet Controlled Audio/Video Processor - Base Unit with Centro PX software	5/7/2018	Yes	Yes	5/7/2023
50343	SID-89239	1	JAV-RECA-S0-M	Recorder 8 Standard with Multichannel Audio via MARC Card and All-In-One capture card	4/21/2023	Yes	Yes	4/20/2028
50343	SID-89239	1	JAV-SRMK	Single Pack Mount Kit	4/21/2023	Yes	Yes	4/20/2028
50343	SID-89239	1	JAV-SW-ALBS	AutoLog 8 Session Logging and Control Software	4/21/2023	Yes	Yes	4/20/2028
50343	SID-89239	1	JAV-SW-PBS	Publisher 8 Session Publishing Software	4/21/2023	Yes	Yes	4/20/2028
50343	SID-89239	1	JAV-SW-VBS	Viewer 8 Session Viewing Software for Transcription	4/21/2023	Yes	Yes	4/20/2028
50343	SID-89239	1	JAV-NSE17	Network Streaming Encoder	5/7/2018	Yes	Yes	5/7/2023
50343	SID-89239	1	JAV-GS108	8-Port 10/100/1000 Fast Ethernet Gigabit Switch	5/7/2018	Yes	Yes	5/7/2023
50343	SID-89239	1	JAV-BE550G	Back-UPS ES, 550VA/300W, Input 120V/Output - 8 Outlets	5/7/2018	Yes	Yes	5/7/2023
50343	SID-89239	4	JAV-JM14	JAVS FlexMlc with Multicolor LED and Touch Button	5/7/2018	Yes	Yes	5/7/2023
50343	SID-89239	4	JAV-PLX-CB	FlexMlc Plexiglass - C Bend	5/7/2018	Yes	Yes	5/7/2023
50343	SID-29239	2	JAV-JC11N	NTSC FlexCamera	5/7/2018	Yes	Yes	5/7/2023
50343	SID-29239	2	JAV-CMR410	Camera Mount 7"	5/7/2018	Yes	Yes	5/7/2023
50343	SID-89239	1	JAV-CENTRO-RCA	Centro RCA Output Cable (Required to connect external A/V Outputs)	5/7/2018	Yes	Yes	5/7/2023
50343	SID-89239	1	ZJAV-FPSG-1PORT-W	1 Port White Face Plate	5/7/2018	Yes	Yes	5/7/2023
50343	SID-89239	1	ZJAV-STP-KS	MOD PLUG 8P8C FOR ROUND STR 24/26 AWG SHIELDED CABLE CAT 6 Court will provide Large Monitor for Video Conferencing	5/7/2018	Yes	Yes	5/7/2023
50343	SID-89239	1	JAV-CENTRO-RCA	Centro RCA Output Cable (Required to connect external A/V Outputs)	5/7/2018	Yes	Yes	5/7/2023
50343	SID-89239	1	JAV-AVSC-HDMI-VIDEO	HDMI to Analog Video Converter and Scaler 4CC EDID (external display identification data) management system ensures correct content is displayed. ECC Supports noise reduction and video enhancement features	7/31/2023	Yes	Yes	7/30/2028
50343	SID-89239	1	JAV-NFHD18G-18INPROBLK	NanoFlex 4K Pro AV/IT Integrator Series 4K Certified 4K 18G High Speed HDMI Cable Jet Black 1.5ft	7/31/2023	Yes	Yes	7/30/2028
50343	SID-89239	1	JAV-NFHD18G-3PROBLK	NanoFlex 4K Pro AV/IT Integrator Series 4K Certified 4K 18G High Speed HDMI Cable Jet Black 3ft	7/31/2023	Yes	Yes	7/30/2028
50343	SID-89239	1	JAV-VP-410	Composite Video & Stereo Audio to HDMI Scaler Audio 3C:0/E	7/31/2023	Yes	Yes	7/30/2028
50343	SID-89239	1	JAV-TAPZOOMBASE	Video conferencing kit with Intel NUC (minimum specification 8th Gen Core i5 8GB RAM 240GB SSD)	7/31/2023	Yes	Yes	7/30/2028
50343	SID-89239	1	JAV-HDMI-USB-D-P	Capture HDMI - embedded audio Loop-through HDMI signal Audio Input via mtc Extract HDMI-embedded audio output via headphones Support 4Kp60 4:2:0 Input: Automatically down-scale to 2K for recording or streaming	7/31/2023	Yes	Yes	7/30/2028



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50343	SID-89239	1	JAV-CENTRO-RCA	Centro RCA Output Cable (Required to connect external A/V Outputs)	7/31/2023	Yes	Yes	7/30/2028
50343	SID-89239	1	JAV-CMR410	Camera Mount 7"	7/31/2023	Yes	Yes	7/30/2028
50343	SID-89239	1	JAV-EAR045-100 BK	Replacement sanitary covers, pack of 100; black. Fits HED 021, HED 024, HED 026 or HED 027 headphones.	7/31/2023	Yes	Yes	7/30/2028
50343	SID-89239	2	JAV-HED 021	Folding headphone, adult size, 32.0, mono	7/31/2023	Yes	Yes	7/30/2028
50343	SID-89239	1	JAV-POEXT1	Power Over Ethernet Kit for IR T2 Medium Area Infrared Transmitter. To transport power and audio/control over Cat5. Use with TFP 057 Power Supply.	7/31/2023	Yes	Yes	7/30/2028
50343	SID-89239	1	JAV-BATKT6	Included with IR T2. Includes WCA-131 Output Adaptor and WCA-133 Input Adaptor.	7/31/2023	Yes	Yes	7/30/2028
50343	SID-89239	1	JAV-IDP006	Charger for Body Pack - 3 Volt Dual Drop IR Charger Kit with CHG 3502 and two (2) AA Bat 026-z batteries	7/31/2023	Yes	Yes	7/30/2028
50343	SID-89239	1	JAV-IRT2	ADA Wall Plug; 4.5 In X	7/31/2023	Yes	Yes	7/30/2028
50343	SID-89239	2	JAV-NKL-001	IR Medium range Transmitter 2.3/2.8/3.3/3.8 MHz	7/31/2023	Yes	Yes	7/30/2028
50343	SID-89239	2	JAV-WIR-RX22-4N	Neckloop, 18" Cord, 3.5mm Plug	7/31/2023	Yes	Yes	7/30/2028
50343	SID-89239	1	JAV-DTRK-1418	Body Pack 4 Channel IR Receiver Only; 2.3/2.8/3.3/3.8MHz	7/31/2023	Yes	Yes	7/30/2028
50343	SID-89239	1	JAV-5-RS18	14 RU Desktop Cabinet 18" Deep (No Doors)	5/7/2018	Yes	Yes	5/7/2023
50343	SID-89239	1	JAV-ED1000RTXL2U	DTRK Runner Kit, 18"D	5/7/2018	Yes	Yes	5/7/2023
50343	SID-89239	1	JAV-UG9	1000 VA On-Line UPS 8 Outlets	5/7/2018	Yes	Yes	5/7/2023
50343	SID-89239	1	JAV-UJR1-MP	JAVS Slim Line Power Strip and Conditioner	5/7/2018	Yes	Yes	5/7/2023
50343	SID-89239	2	JAV-UTR1-MP	Half Depth, single Rack space shelf	5/7/2018	Yes	Yes	5/7/2023
50343	SID-89239	2	JAV-UTR1-MP	1 Gang Single Equipment Rack Blank Perforated	5/7/2018	Yes	Yes	5/7/2023
50343	SID-89239	2	JAV-UTR1-MP	Half Depth, single Rack space shelf	5/7/2018	Yes	Yes	5/7/2023
50343	SID-89239	1	JAV-GROUP500-AC	VIDEO CONFERENCING RealPresence Group 500 - 720P; Group500 HD CODEC, EagleEye Acoustic Camera SN: 8G172647AC6DCV *JAVS supplied Polycom unit does not affect the price of JAVS Support Agreement. Accessories to the CODEC supplied by JAVS are included under coverage and maintenance fees. After the expiration of the initial warranty separate support coverage is available through Polycom. If the court wishes to renew the warranty, please reach out to megan.york@javs.com to request a quote.	5/7/2018	*Yes	*No	
50343	SID-89239	1	JAV-CSV-HDMI	Composite/S-Video to HDMI Up-Converter	5/7/2018	Yes	Yes	5/7/2023
50343	SID-89239	2	JAV-AT-HD530	HDMI/DVI to Composite and S-Video Down-Converter with HDMI Loop Thru	5/7/2018	Yes	Yes	5/7/2023
50343	SID-89239	2	JAV-MHD-18INPROBLK	1.5' MicroFlex Pro AV/IT Series High Speed HDMI Cable with Pro Grip	5/7/2018	Yes	Yes	5/7/2023
50343	SID-89239	1	JAV-A3-PHX	Auxiliary Audio Input with Phoenix Connection	5/7/2018	Yes	Yes	5/7/2023
50343	SID-89239	2	JAV-VM-2HDT	FOR COURTROOMS 3, 4, AND CONFERENCE ROOM: 1:2+1 4K60 4:2:0 HDMI to Long-Reach HDBaseT DA (HDMI Input w/ Loop Out, 2 HDBaseT Outputs) (Use w/ TP-580R)	5/7/2018	Yes	Yes	5/7/2023
50343	SID-89239	2	JAV-TP-580R	4K60 4:2:0 HDMI HDCP 2.2 Receiver with RS-232 & IR over Long-Reach HDBaseT Audio - E	5/7/2018	Yes	Yes	5/7/2023
50343	SID-89239	2	JAV-MHD-3PROBLK	3' MicroFlex Pro AV/IT Series High Speed HDMI Cable with Pro Grip	5/7/2018	Yes	Yes	5/7/2023
Hearing Room 2								
50343	SID-89240	1	JAV-CENTRO-PX	JAVS CENTRO PX RECORDING SYSTEM JAVS Centro PX Ethernet Controlled Audio/Video Processor - Base Unit with Centro PX software	5/23/2018	Yes	Yes	5/23/2023
AUTOLOG & DIGITAL RECORDERS								
50343	SID-89240	1	JAV-REC8-SD-M	Recorder 8 Standard with Multichannel Audio via MARC Card and All-In-One capture card	4/21/2023	Yes	Yes	4/20/2028
50343	SID-89240	1	JAV-SRMMK	Single Rack Mount Kit	4/21/2023	Yes	Yes	4/20/2028
50343	SID-89240	1	JAV-SW-ALBS	Autolog 8 Session Logging and Control Software	4/23/2023	Yes	Yes	4/20/2028
50343	SID-89240	1	JAV-SW-PBS	Publisher 8 Session Publishing Software	4/21/2023	Yes	Yes	4/20/2028
50343	SID-89240	2	JAV-SW-VBS	Viewer 8 Session Viewing Software for Transcription	4/21/2023	Yes	Yes	4/20/2028
50343	SID-89240	1	JAV-ANSEL7	Network Streaming Encoder	5/23/2018	Yes	Yes	5/23/2023
50343	SID-89240	1	JAV-GS108	8-Port 10/100/1000 Fast Ethernet Gigabit Switch	5/23/2018	Yes	Yes	5/23/2023
50343	SID-89240	1	JAV-BESS0G	Back-UPS ES, 550VA/300W, Input 120V/Output - 8 Outlets	5/23/2018	Yes	Yes	5/23/2023
50343	SID-89240	4	JAV-JM14	JAVS FlexMic with Multicolor LED and Touch Button	5/23/2018	Yes	Yes	5/23/2023
50343	SID-89240	4	JAV-PLX-CB	FlexMic Plexiglass - C Band	5/23/2018	Yes	Yes	5/23/2023
50343	SID-89240	2	JAV-JC11N	NTSC FlexCamera	5/23/2018	Yes	Yes	5/23/2023
50343	SID-89240	2	JAV-CMR410	Camera Mount 7"	5/23/2018	Yes	Yes	5/23/2023
50343	SID-89240	1	JAV-DTRK-1418	14 RU Desktop Cabinet 18" Deep (No Doors)	5/23/2018	Yes	Yes	5/23/2023
50343	SID-89240	1	JAV-5-RS18	DTRK Runner Kit, 18"D	5/23/2018	Yes	Yes	5/23/2023
50343	SID-89240	1	JAV-ED1000RTXL2U	1000 VA On-Line UPS 8 Outlets	5/23/2018	Yes	Yes	5/23/2023
50343	SID-89240	1	JAV-UG9	JAVS Slim Line Power Strip and Conditioner	5/23/2018	Yes	Yes	5/23/2023
50343	SID-89240	1	JAV-UTR1-MP	Half Depth, single Rack space shelf	5/23/2018	Yes	Yes	5/23/2023



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50343	SID-89240	2	JAV-VTF1	1 Gang Single Equipment Rack Blank Perforated	5/23/2018	Yes	Yes	5/23/2023
50343	SID-89240	1	JAV-CENTRO-RCA	Centro RCA Output Cable (Required to connect external A/V Outputs)	7/31/2023	Yes	Yes	7/30/2028
50343	SID-89240	1	JAV-CMR410	Camera Mount-7	7/31/2023	Yes	Yes	7/30/2028
50343	SID-89240	1	JAV-EAR-045-100-BK	Replacement sanitary covers, pack of 100, black. Fits HED 021, HED 024, HED 026 or HED 027 headphones	7/31/2023	Yes	Yes	7/30/2028
50343	SID-89240	2	JAV-HED-021	Folding headphones, adult size, 32 ID, mono	7/31/2023	Yes	Yes	7/30/2028
50343	SID-89240	1	JAV-POEKT1	Power Over Ethernet Kit for IR-T2 Medium-Range Infrared Transmitter. To transport power and audio/control over Cat5. Use With TFP 057 Power Supply included with IR-T2. Includes WCA 131 Output Adaptor and WCA 133 Input Adaptor	7/31/2023	Yes	Yes	7/30/2028
50343	SID-89240	1	JAV-BATK16	Charger for Body Pack - 3 Volt Dual Drop In Charger Kit with CHG 3502 and two (2) AA Bat 026 - 2 batteries	7/31/2023	Yes	Yes	7/30/2028
50343	SID-89240	1	JAV-IDP008	ADA Wall Plaque: 4.5 In x	7/31/2023	Yes	Yes	7/30/2028
50343	SID-89240	1	JAV-IRT2	IR Medium Range Transmitter 2.3/2.8/3.3/3.8 MHz	7/31/2023	Yes	Yes	7/30/2028
50343	SID-89240	2	JAV-NKLD01	Neckloop, 18" Cord, 3.5mm Plug	7/31/2023	Yes	Yes	7/30/2028
50343	SID-89240	2	JAV-WIR-RX22-4N	Body-Pack 4 Channel IR Receiver Only, 2.3/2.8/3.3/3.8MHz	7/31/2023	Yes	Yes	7/30/2028
50343	SID-89240	1	JAV-TAPZOOMBASE	Video conferencing kit with Intel NUC (minimum specification 8th Gen Core i5 8GB RAM 240GB SSD)	11/3/2022	Yes	Yes	11/3/2027
50343	SID-89240	1	JAV-VF-410	Composite Video & Stereo Audio to HDMI Scaler Audio 4C U/E	11/3/2022	Yes	Yes	11/3/2027
50343	SID-89240	1	JAV-HDMI-USB-D-P	Capture HDMI + embedded audio Loop-through HDMI signal Audio Input via mic Extract HDMI embedded audio output via headphones Support 4Kp60 4:2:0 Input. Automatically down scale to 2K for recording or streaming	11/3/2022	Yes	Yes	11/3/2027
50343	SID-89240	1	JAV-MHD18G-18INPROBLK	MikroFlex Pro AV/IT Certified 4K60 18G High Speed HDMI Cable with ProGrip Jet Black 1.5ft	11/3/2022	Yes	Yes	11/3/2027
50343	SID-89240	1	JAV-MHD18G-3PROBLK	MikroFlex Pro AV/IT Certified 4K60 18G High Speed HDMI Cable with ProGrip Jet Black 3ft	11/3/2022	Yes	Yes	11/3/2027

Media Conference Room

Account #	SID #	Qty	Part #	Description	Install Date	Service	Warranty	5 Year Date
50343	SID-89518	1	JAV-STUDIO-X50-MU	<p>VIDEO CONFERENCING</p> <p>Polycom Studio X50 All-In-One Video Conferencing Bar, 30" Wide</p> <p>* JAVS supplied Polycom unit does not affect the price of JAVS Support Agreement. Accessories to the CODEC supplied by JAVS are included under coverage and maintenance fees.</p> <p>After the expiration of the Initial warranty, separate support coverage is available through Polycom. If the court wishes to renew the warranty, please reach out to megan.york@javs.com to request a quote.</p> <p>81222560862AF8</p>	12/16/2022	Yes	*Yes	12/15/2027
50343	SID-89518	1	JAV-STUDIO-REMOTE	Polycom Studio BT remote control, for use with the Polycom Studio only. Includes 2 AAA batteries	1/17/2023	Yes	Yes	1/17/2028
50343	SID-89518	1	JAV-X50-MNT	Poly Studio X50 Optional Vesa Mounting Kit, Compatible with the Studio X50	1/17/2023	Yes	Yes	1/17/2028
50343	SID-89518	1	JAV-PLY-TCB	Poly Studio TCB - video conferencing device compatible with Poly Studio X family and Poly G7500 8122447930LCFD	3/21/2023	Yes	Yes	3/21/2028
50343	SID-89518	1	JAV-PLY-POWER	Power Kit for Poly Trio 8500, incl: 100-240V, 0.8A, 56V/30W, IEEE 802.3at compliant mid-span power injector for 10/100/1000 Mbps Ethernet. Ships with 1.8m/6ft power cord with NA plug and 2.1m/7ft Ethernet cable	3/21/2023	Yes	Yes	3/21/2028
50343	SID-89518	1	JAV-LED-65	65" Hospitality Value LED HDTV featuring an ultra-slim bezel, USB cloning capability, and ad splash customization	5/5/2020	Yes	Yes	5/5/2025
50343	SID-89518	1	JAV-SRS60M	Large Flat Panel TV Cart	5/5/2020	Yes	Yes	5/5/2025
50343	SID-89518	1	JAV-ACC-320	Power Strip for the LCD Monitor Cart	5/5/2020	Yes	Yes	5/5/2025
50343	SID-89518	1	JAV-ACC-VCS	SmartMountA® Video Conferencing Camera Shelf Used with JAV-SRS60M	5/5/2020	Yes	Yes	5/5/2025
50343	SID-89518	1	JAV-SKA0RUSBB	(4) Outlet Surge Protector & (2) USB Outlets(3.4A) - 1080 Joule Rating	5/5/2020	Yes	Yes	5/5/2025
50343	NA	3	JAV-MSS25E	<p>PTZ CAMERAS</p> <p>PTZ Network Camera is a compact pan-tilt-zoom camera with HDTV 1080p resolution, 10x optical zoom, and autofocus, enabling great video quality in both overview and detail.</p>	7/1/2020	Yes	Yes	7/1/2025

ATTACHMENT B

Priority Level	Example	Initial Response*	On-Site Response**
Urgent	Non-Recording System; inability to record audio; inability to record judge, witness, or attorney microphone(s)	1 Business Hour	2 Business Days
High	Faulty monitor, camera, microphone (other than Urgent Level examples), or system mode not critical to recording; publishing; secondary recorder;	2 Business Hours	3 Business Days
Normal	System adjustments to microphone or PA levels, camera views, and user settings;	4 Business Hours	5 Business Days
Supportive	Operational training or minor/preferred hardware or software user adjustments, video conference	8 Business Hours	Next scheduled Preventative Maintenance or other higher-level repair visits

*An "Initial Response" for the purposes of this Agreement is when a service ticket is opened and acknowledged by JAVS help desk or JAVS Safeguard Technician.

**An "On-Site Response" for the purposes of this Agreement is the time from when JAVS help desk or JAVS Safeguard Technician logs the ticket and when the JAVS Safeguard Technician arrives at the Customer's agreed-upon appointment for the initial on-site repair.

Resolution

Number 24-0086

Adopted Date January 16, 2024

ACCEPTING PERMANENT AND TEMPORARY EASEMENT AGREEMENTS WITH HUTZEL LANDSCAPING, LLC FOR THE STEPHENS ROAD BRIDGE #158-0.92 REPLACEMENT PROJECT

WHEREAS, in order to improve Stephens Road Bridge #158-0.92 it is necessary to construct a bridge replacement project and in order to do this work it is necessary to enter onto property, which is owned by Hutzel Landscaping, LLC., grantor; and

WHEREAS, in order to accomplish the foregoing, it is necessary to obtain a permanent easement and temporary construction easements from the property owner; and

WHEREAS, the land for the permanent and temporary easements are as follows:

Permanent Easement – 4-SH- 0.1007 acres
Temporary Easement – 4-T1- 0.0374 acres
Temporary Easement – 4-T2- 0.0145 acres

WHEREAS, the negotiated price for the permanent and temporary easements is \$7,620.00.

NOW THEREFORE BE IT RESOLVED, accept a permanent and temporary easement agreement, copies of which are attached hereto and made a part hereof, with Hutzel Landscaping, LLC for the Stephens Road Bridge Replacement project for the sum of \$7,620.00.

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

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

Resolution adopted this 16th day of January 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: c/a— Hutzel Landscaping, LLC
Engineer (file)
Easement file
Recorder (certified)

EASEMENT

Hutzel Landscaping, LLC, an Ohio limited liability company, the Grantor(s), in consideration of the sum of \$6,945.00, to be paid by the Warren County Board of County Commissioners, the Grantee, does convey(s) to Grantee, its successors and assigns, an easement, which is more particularly described in Exhibit A attached, the following described real estate:

PARCEL(S): 4-SH

WAR-TR158-0.92

SEE EXHIBIT A ATTACHED

**Warren County Current Tax Parcel No. 17-34-200-032 (Pt.) & 17-34-200-007 (Pt.)
Prior Instrument Reference: Doc. # 2017-009597, Warren County Recorder's Office.**

Grantor(s), for itself and its successors and assigns, covenant(s) with the Grantee, its successors and assigns, that it is the true and lawful owner(s) in fee simple, and has the right and power to convey the property and that the property is free and clear from all liens and encumbrances, except: (a) easements, restrictions, conditions, and covenants of record; (b) all legal highways; (c) zoning and building laws, ordinances, rules, and regulations; and (d) any and all taxes and assessments not yet due and payable; and that Grantor(s) will warrant and defend the property against all claims of all persons.

The property conveyed is being acquired by Grantee for a public purpose, namely the establishment, construction, reconstruction, widening, repair or maintenance of a public road.

On or prior to the completion of the work described herein, Grantee shall restore the property to as good of a condition as it was prior to the start of Grantee's work.

In the event that the Grantee decides not to use the property conveyed for the above-stated purpose, the Grantor has a right under Section 163.211 of the Revised Code to repurchase the property for its fair market value as determined by an independent appraisal made by an appraiser chosen by agreement of the parties or, if the parties cannot agree, an appraiser chosen by an appropriate court. However, this right to repurchase will be extinguished if any of the following occur: (A) Grantor declines to repurchase the property; (B) Grantor fails to repurchase the property within sixty days after Grantee offers the property for repurchase; (C) Grantee grants or transfers the property to any other person or agency; or (D) Five years have passed since the property was appropriated.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN EXECUTION WHEREOF, Hutzal Landscaping, LLC, an Ohio limited liability company, has caused its name to be subscribed by Rebecca Hutzal Webb, its Manager, on the date stated below, pursuant to the authority granted to said Manager by Hutzal Landscaping, LLC's Operating Agreement.

HUTZEL LANDSCAPING, LLC, AN OHIO LIMITED LIABILITY COMPANY

By: Rebecca M. Hutzell Webb, Manager
Rebecca Hutzell Webb, Manager

Date: 12-04-2023

STATE OF OHIO, COUNTY OF WARREN ss:

BE IT REMEMBERED, that on the 4TH day of DECEMBER, 2023, before me the subscriber, a Notary Public in and for said state and county, personally came the above named Rebecca Hutzell Webb, Manager of Hutzell Landscaping, LLC, an Ohio limited liability company, who acknowledged the foregoing instrument to be her voluntary act and deed and the voluntary act and deed of said entity. This is not a jurat. This notarial act is in compliance with R.C. 147.542 (D)(1).

Tara Marjorie Walden
NOTARY PUBLIC

My Commission expires: MAR. 8, 2027



TARA MARJORIE WALDEN
Notary Public
State of Ohio
My Comm. Expires
March 8, 2027

Prepared by: Warren County, Ohio
406 Justice Drive
Lebanon, OH 45036

EXHIBIT A

Page 1 of 3

LPA RX 871 SH

Rev. 06/09

Ver. Date 09/27/2023

PID 117643

**PARCEL 4-SH
WAR-TR158-0.92
PERPETUAL EASEMENT FOR HIGHWAY PURPOSES
WITHOUT LIMITATION OF EXISTING ACCESS RIGHTS
IN THE NAME AND FOR THE USE OF THE
WARREN COUNTY BOARD OF COUNTY COMMISSIONERS, WARREN COUNTY,
OHIO**

An exclusive perpetual easement for public highway and road purposes, including, but not limited to any utility construction, relocation and/or utility maintenance work deemed appropriate by the Warren County Board Of County Commissioners, Warren County, Ohio, its successors and assigns forever.

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

[Surveyor's description of the premises follows]

Situated in Military Survey No. 3334, Hamilton Township, Warren County, State of Ohio, and being part of a 5.001-acre tract of land and a 5.257-acre tract of land as conveyed to HUTZEL LANDSCAPING, LLC, AN OHIO LIMITED LIABILITY COMPANY, by instrument as recorded in Doc. No. 2017-009597 of the Official Records of said county, and being more particularly bounded and described, as follows:

Being a parcel of land lying on the right side of the existing centerline of TR158 (Stephens Road) as shown on the "WAR-TR158-0.92 (Stephens Road) Centerline Plat" part of the Right of Way plans for WAR-TR158-0.92 (Stephens Road) on file in the Warren County Engineer's Office:

Beginning for reference at an iron pin set in a centerline monument box set at centerline station 45+00.00;

Thence with said centerline South 83° 17' 26" East along the centerline of TR158 (Stephens Road) (40') 421.96 feet to the northeast corner of said 5.001-acre tract and the northwest corner of said 5.257-acre tract, said corner being at centerline station 49+21.96;

EXHIBIT A

Page 2 of 3

LPA RX 871 SH

Rev. 06/09

Thence with the east line of said 5.001-acre tract and the west line of said 5.257 acre tract South 06°19' 49" West 20.00 feet to a point in the existing south right of way line for TR158, 20.00 feet right of centerline station 49+22.09, and being the TRUE POINT OF BEGINNING;

PARCEL 4-SH

Thence with said existing south right of way line South 83° 17' 26" East 288.41 feet to a point 20.00 feet right of centerline Station 52+10.50;

Thence along new lines into said tracts for the following seven courses:

1. South 85° 23' 58" West 102.49 feet to a point 40.10 feet right of centerline Station 51+10.00;
2. South 06° 42' 34" West 14.90 feet to a point 55.00 feet right of centerline Station 51+10.00;
3. North 83° 17' 26" West 75.00 feet to a point 55.00 feet right of centerline Station 50+35.00;
4. North 06° 42' 34" East 20.00 feet to a point 35.00 feet right of centerline Station 50+35.00;
5. North 61° 29' 21" West 26.93 feet to a point 25.00 feet right of centerline Station 50+10.00;
6. North 83° 17' 26" West 100.00 feet to a point 25.00 feet right of centerline Station 49+10.00;
7. North 06° 42' 34" East 5.00 feet to a point in said existing south right of way line, 20.00 feet right of centerline Station 49+10.00;

Thence with said line South 83° 17' 26" East 12.09 feet to the TRUE POINT OF BEGINNING, containing 0.1007 acres, (4385 SF), more or less, and subject to all legal easements and restrictions of record.

This description is based upon a field survey performed by LJB Inc. under the direction of David A. Hulsmeyer, Registered Surveyor Number 8548, in April 2023, with bearings based upon the Ohio State Plane Coordinates, South Zone, NAD83 (2011), by GPS utilizing ODOT VRS, and conventional surveying.

EXHIBIT A

LPA RX 871 SH

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PARCEL 4-SH cont'd

This description was prepared by LJB Inc. under the direction of David A. Hulsmeyer, Registered Surveyor Number 8548. The survey record of which is filed in Vol. 159, Plat 10 of the Warren County Engineer's record of land surveys.

Monument Boxes referred to as "set" are Centerline Monument Box assemblies to be set during construction, containing a 1" Iron pin to be set by the contractor's registered surveyor.

Evidence of occupation supports the monumentation found in the field and the property lines recited in this description.

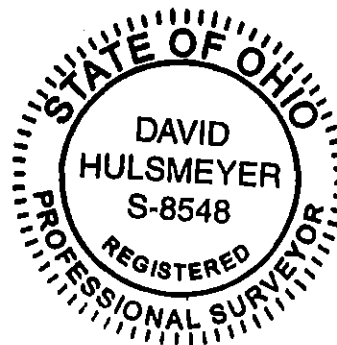
Grantor claims title through instrument of record in Doc. No. 2017-009597, Warren County Recorder's Office.

0.0014 acres of the above-described area is contained within Warren County Auditor's Parcel Number 17-34-200-007, of which the present road right of way occupies 0.0000 acres, more or less.

0.0993 acres of the above-described area is contained within Warren County Auditor's Parcel Number 17-34-200-032, of which the present road right of way occupies 0.0000 acres, more or less.

Prepared by
LJB Inc.

By: David A. Hulsmeyer 9/22/23
David A. Hulsmeyer, Ohio PS No. 8548 Date



TEMPORARY EASEMENT

Hutzel Landscaping, LLC, an Ohio limited liability company, the Grantor(s), in consideration of the sum of \$675.00, to be paid by the Warren County Board of County Commissioners, the Grantee, does grant to Grantee the temporary easement(s) to exclusively occupy and use for the purposes mentioned in Exhibit A the following described real estate:

PARCEL(S): 4-T1, 4-T2

WAR-TR158-0.92

SEE EXHIBIT A ATTACHED

Warren County Current Tax Parcel No. 17-34-200-032 (Pt.) & 17-34-200-007 (Pt.)
Prior Instrument Reference: Doc. # 2017-009597, Warren County Recorder's Office.

To have and to hold the temporary easement(s), for the aforesaid purposes and for the anticipated period of time described below, unto the Grantee, its successors and assigns.

The duration of the temporary easement(s) granted to the Grantee is Twenty Four (24) months immediately following the date on which the work described above is first commenced by the Grantee, or its duly authorized employees, agents, and contractors, or December 31, 2025, whichever comes first. On or prior to the expiration of the temporary easement, Grantee shall restore the property to as good of a condition as it was prior to the start of Grantee's work.

The temporary easement(s) interest granted is being acquired by Grantee for a public purpose, namely the establishment, construction, reconstruction, widening, repair or maintenance of a public road.

•

IN EXECUTION WHEREOF, Hutzal Landscaping, LLC, an Ohio limited liability company, has caused its name to be subscribed by Rebecca Hutzal Webb, its Manager, on the date stated below, pursuant to the authority granted to the said Manager by Hutzal Landscaping, LLC's Operating Agreement.

HUTZAL LANDSCAPING, LLC, AN OHIO LIMITED LIABILITY COMPANY

By: Rebecca M. Hutzal-Webb, Manager
Rebecca Hutzal Webb, Manager

Date: 12-4-2023

STATE OF OHIO, COUNTY OF WARREN SS:

BE IT REMEMBERED, that on the 4TH day of DECEMBER, 2023, before me the subscriber, a Notary Public in and for said state and county, personally came the above named Rebecca Hutzal Webb, Manager of Hutzal Landscaping, LLC, an Ohio limited liability company, and who acknowledged the foregoing instrument to be her voluntary act and deed and the voluntary act and deed of said entity. This is not a jurat. This notarial act is in compliance with R.C. 147.542 (D)(1).

Tara Marjorie Walden
NOTARY PUBLIC

My Commission expires: MAR. 8, 2027

Prepared by: Warren County, Ohio,
406 Justice Drive
Lebanon, OH 45036



TARA MARJORIE WALDEN
Notary Public
State of Ohio
My Comm. Expires
March 8, 2027

EXHIBIT A

LPA RX 887 T

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Rev. 07/09

Ver. Date 08/18/2023

PID 117643

**PARCEL 4-T1
WAR-TR158-0.92
TEMPORARY EASEMENT FOR THE PURPOSE OF
PERFORMING THE WORK NECESSARY TO
PERFORM GRADING
FOR 24 MONTHS FROM DATE OF ENTRY BY THE
WARREN COUNTY BOARD OF COUNTY COMMISSIONERS, WARREN COUNTY,
OHIO**

[Surveyor's description of the premises follows]

Situated in Military Survey No. 3334, Hamilton Township, Warren County, State of Ohio, and being part of a 5.001-acre tract of land and a 5.257-acre tract of land as conveyed to HUTZEL LANDSCAPING, LLC, AN OHIO LIMITED LIABILITY COMPANY, by instrument as recorded in Doc. No. 2017-009597 of the Official Records of said county, and being more particularly bounded and described, as follows:

Being a parcel of land lying on the right side of the existing centerline of TR158 (Stephens Road) as shown on the "WAR-TR158-0.92 (Stephens Road) Centerline Plat" part of the Right of Way plans for WAR-TR158-0.92 (Stephens Road) on file in the Warren County Engineer's Office:

Beginning for reference at the northeast corner of said 5.001-acre tract and the northwest corner of said 5.257-acre tract, said corner being at centerline station 49+21.96;

Thence with the east line of said 5.001-acre tract and the west line of said 5.257-acre tract South 06°19' 49" West 25.00 feet to a point in the new south right of way line for TR158 (Stephens Road) (40'), 25.00 feet right of centerline station 49+22.13, and being the TRUE POINT OF BEGINNING;

PARCEL 4-T1

Thence with said new south right of way lines for the following three courses:

1. South 83° 17' 26" East 87.87 feet to a point 25.00 feet right of centerline Station 50+10.00;
2. South 61° 29' 21" East 26.93 feet to a point 35.00 feet right of centerline Station 50+35.00;

EXHIBIT A

Page 2 of 3

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Rev. 07/09

PARCEL 4-T1 cont'd

3. South $06^{\circ} 42' 34''$ West 15.66 feet to a point 50.66 feet right of centerline Station 50+35.00;

Thence along new lines through said tracts for the following three courses:

1. North $44^{\circ} 14' 14''$ West 29.62 feet to a point 32.00 feet right of centerline Station 50+12.00;
2. North $86^{\circ} 39' 25''$ West 102.18 feet to a point 38.00 feet right of centerline Station 49+10.00;
3. North $59^{\circ} 03' 46''$ West 43.86 feet to a point in the existing south right of way line of TR158, 20.00 feet right of centerline Station 48+70.00;

Thence with said line South $83^{\circ} 17' 26''$ East 40.00 feet to a point in the new south right of way line of TR158, 20.00 feet right of centerline Station 49+10.00;

Thence with said new south right of way line South $06^{\circ} 42' 34''$ West 5.00 feet to a point 25.00 feet right of centerline Station 49+10.00;

Thence continuing with said new south right of way line South $83^{\circ} 17' 26''$ East 12.13 feet to the TRUE POINT OF BEGINNING; containing 0.0374 acres, (1631 SF), more or less, and subject to all legal easements and restrictions of record.

This description is based upon a field survey performed by LJB Inc. under the direction of David A. Hulsmeyer, Registered Surveyor Number 8548, in April 2023, with bearings based upon the Ohio State Plane Coordinates, South Zone, NAD83 (2011), by GPS utilizing ODOT VRS, and conventional surveying.

This description was prepared by LJB Inc. under the direction of David A. Hulsmeyer, Registered Surveyor Number 8548. The survey record of which is filed in Vol. 159, Plat JOR of the Warren County Engineer's record of land surveys.

Monument Boxes referred to as "set" are Centerline Monument Box assemblies to be set during construction, containing a 1" Iron pin to be set by the contractor's registered surveyor.

EXHIBIT A

Page 3 of 3

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PARCEL 4-T1 cont'd

Evidence of occupation supports the monumentation found in the field and the property lines recited in this description.

Grantor claims title through instrument of record in Doc. No. 2017-009597, Warren County Recorder's Office.

0.0118 acres of the above-described area is contained within Warren County Auditor's Parcel Number 17-34-200-007, of which the present road right of way occupies 0.0000 acres, more or less.

0.0256 acres of the above-described area is contained within Warren County Auditor's Parcel Number 17-34-200-032, of which the present road right of way occupies 0.0000 acres, more or less.

Prepared by
LJB Inc.



By: David A. Hulsmeyer 8/25/2023
David A. Hulsmeyer, Ohio PS No. 8548 Date

EXHIBIT A

LPA RX 887 T

Page 1 of 3

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Ver. Date 08/25/2023

PID 117643

**PARCEL 4-T2
WAR-TR158-0.92
TEMPORARY EASEMENT FOR THE PURPOSE OF
PERFORMING THE WORK NECESSARY TO
PERFORM GRADING
FOR 24 MONTHS FROM DATE OF ENTRY BY THE
WARREN COUNTY BOARD OF COUNTY COMMISSIONERS, WARREN COUNTY,
OHIO**

[Surveyor's description of the premises follows]

Situated in Military Survey No. 3334, Hamilton Township, Warren County, State of Ohio, and being part of a 5.257-acre tract of land as conveyed to HUTZEL LANDSCAPING, LLC, AN OHIO LIMITED LIABILITY COMPANY, by instrument as recorded in Doc. No. 2017-009597 of the Official Records of said county, and being more particularly bounded and described, as follows:

Being a parcel of land lying on the right side of the existing centerline of TR158 (Stephens Road) as shown on the "WAR-TR158-0.92 (Stephens Road) Centerline Plat" part of the Right of Way plans for WAR-TR158-0.92 (Stephens Road) on file in the Warren County Engineer's Office:

Beginning for reference at the northwest corner of said 5.257-acre tract, said corner being at centerline station 49+21.96;

Thence with the west line of said 5.257-acre tract South 06°19' 49" West 25.00 feet to a point in the new south right of way line for TR158 (Stephens Road) (40'), 25.00 feet right of centerline station 49+22.13,

Thence with said new south right of way lines for the following four courses:

1. South 83° 17' 26" East 87.87 feet to a point 25.00 feet right of centerline Station 50+10.00;
2. South 61° 29' 21" East 26.93 feet to a point 35.00 feet right of centerline Station 50+35.00;
3. South 06° 42' 34" West 20.00 feet to a point 55.00 feet right of centerline Station 50+35.00;

EXHIBIT A

LPA RX 887 T

4. South 83° 17' 26" East 63.50 feet to a point 55.00 feet right of centerline Station 50+98.50, said point being the TRUE POINT OF BEGINNING;

PARCEL 4-T2

Thence along new lines through said tract for the following three courses:

1. South 41° 42' 06" West 6.10 feet to a point 60.00 feet right of centerline Station 50+95.00;
2. South 70° 08' 40" West 33.54 feet to a point 75.00 feet right of centerline Station 50+65.00;
3. North 44° 14' 14" West 31.74 feet to a point in the new south right of way line of TR158, 55.00 feet right of centerline Station 50+40.35;

Thence with said line South 83° 17' 26" East 58.15 feet to the TRUE POINT OF BEGINNING, containing 0.0145 acres, (630 SF), more or less, and subject to all legal easements and restrictions of record.

This description is based upon a field survey performed by LJB Inc. under the direction of David A. Hulsmeyer, Registered Surveyor Number 8548, in April 2023, with bearings based upon the Ohio State Plane Coordinates, South Zone, NAD83 (2011), by GPS utilizing ODOT VRS, and conventional surveying.

This description was prepared by LJB Inc. under the direction of David A. Hulsmeyer, Registered Surveyor Number 8548. The survey record of which is filed in Vol. 159, Plat 10R of the Warren County Engineer's record of land surveys.

Monument Boxes referred to as "set" are Centerline Monument Box assemblies to be set during construction, containing a 1" Iron pin to be set by the contractor's registered surveyor.

Evidence of occupation supports the monumentation found in the field and the property lines recited in this description.

Grantor claims title through instrument of record in Doc. No. 2017-009597, Warren County Recorder's Office.

EXHIBIT A

LPA RX 887 T

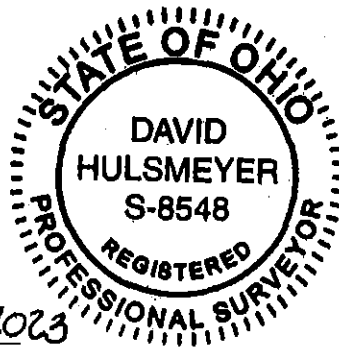
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PARCEL 4-T2 cont'd

0.0145 acres of the above-described area is contained within Warren County Auditor's Parcel Number 17-34-200-032, of which the present road right of way occupies 0.0000 acres, more or less.

Prepared by
LJB Inc.



By: *David A. Hulsmeyer*
David A. Hulsmeyer, Ohio PS No. 8548

8/25/2023
Date

BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO

Resolution

Number 24-0087

Adopted Date January 16, 2024

AUTHORIZING THE VICE PRESIDENT OF THE BOARD TO SIGN THE PRE-AWARD CONDITION FORMS ASSOCIATED WITH THE GRANT PROGRAMS OF THE OFFICE OF CRIMINAL JUSTICE SERVICES ON BEHALF OF THE WARREN COUNTY DRUG TASK FORCE

WHEREAS, the Warren County Drug Task Force applies for grant funding through the Office of Criminal Justice Services, and

WHEREAS, the OCJS has a *Pre-Award Condition Forms for Government/Public and Private Agencies* document that is affiliated with all funding through that department, and

WHEREAS, said document needs to be updated and on file with the OCJS for each application.

NOW THEREFORE BE IT RESOLVED, to authorize the Vice President of the Board to sign the *Pre-Award Condition Forms for Government/Public and Private Agencies*, for Grant Number 2023-JG-A01-6252, as attached hereto and made a part hereof.

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

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

Resolution adopted this 16th day of January 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

/sm

cc: C/A—US Dept. of Justice, Office of Criminal Justice Services
OGA (file)
WC Drug Task Force (file)



Justice Assistance Grant
#2023-JG-A01-6252

PRE-AWARD CONDITIONS

Pre-Award Condition Forms
For Government/Public and Private Agencies



EEO Certification Form

- Complete this form online at <https://www.ojp.gov/program/civil-rights/equal-employment-opportunity-plans>.
- This is a federal website and assistance accessing the form and/or other reporting questions should be directed to the contact information listed on the website page.
- **Upload a pdf copy of the certification to the pre-award conditions page signed by the authorized official.**



Civil Rights and EEO Questions Part 1 Form

- Complete this form in its entirety.
- The responses should be based on the Implementing Agency.
- A signature is not required on this form.
- Each implementing agency must designate a person to be the civil rights point of contact. The point of contact must take the federal civil rights training at <https://www.ojp.gov/program/civil-rights/video-training-grantees/overview> and then train implementing agency staff members. Please name the point of contact in the space below. By signing the pre-award condition form, agencies are certifying the civil rights training will be completed and this pre-award condition is being met. The training does not need to take place as part of the pre-award condition process, however it must be completed by the second quarter of the grant.
- Name of civil rights point of contact HUMAN RESOURCE MANAGER



Policy for Response to Workplace-Related Incidents of Sexual Misconduct, Domestic Violence, and Dating Violence

- The recipient, and any subrecipient at any tier, must have a policy, or issue a policy within 270 days of the award date, to address workplace-related incidents of sexual misconduct, domestic violence, and dating violence involving an employee, volunteer, consultant, or contractor.



Determination of Suitability Required, in Advance, for Certain Individuals Who May Interact with Participating Minors

- This condition applies to this award if it is indicated that a purpose of some or all of the activities to be carried out under the award is to benefit a set of individuals under 18 years of age. Details of this requirement are posted on the OJP website at <https://ojp.gov/funding/explore/interact-minors.htm>



Confidentiality and Privacy Provisions

- The Office of Criminal Justice Services (OCJS) is the state administering agency for the Family violence Prevention and Services Act (FVPSA) grant program and the STOP Violence Against Women Act (VAWA) grant program. OCJS requires all recipients of funding from our office, **regardless of the source**, to comply with the Confidentiality and Privacy Provisions.
- This is a safeguard OCJS is following to ensure the safety of adult, youth, and child victims of domestic violence, dating violence, sexual assault, or stalking, and their families to protect the confidentiality and privacy of persons receiving services.
- Please review and sign and submit with your Pre-Award Conditions.



Standard Assurances Form

- This form should be reviewed in its entirety by the project director and authorizing officials for the implementing agency and subgrantee agency.



Special Conditions Form

- This form should be reviewed in its entirety by the project director and authorizing officials for the implementing agency and subgrantee agency.



Mandatory Grant Orientation

- Each JAG and VAWA subrecipient is required to attend a mandatory grant orientation. The grant orientation will provide an overview of the policies that apply to OCJS grant awards. An orientation is scheduled to take place via webinar on January 24, 2024 at 10:00 AM. At least one person associated with the project must attend the orientation. It is recommended that all staff responsible for administering both programmatic and fiscal aspects of the grant attend. Failure to attend the orientation may result in the delay in grant payment processing and potential cancellation of funds. Registration for the webinar is accessed at the following link:
<https://attendee.gotowebinar.com/register/8654061838911112540>



System for Award Management Profile

- The System for Award Management is the official U.S. government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS. Your agency registration/profile is required to be active throughout the grant project period and renewed annually. The profile can be renewed at <https://www.sam.gov/portal/public/SAM>. Please provide proof that your agency is registered and currently designated as active by **uploading a copy of the Entity Overview or Entity Record on the pre-award condition page** within the online grants management system.



Single Audit Requirement

- For fiscal years beginning on or after December 26, 2014. Non-Federal entities that expend \$750,000 or more in Federal funds (from all sources including pass-through subawards) in the organization's fiscal year are required to arrange for a single organization-wide audit conducted in accordance with the provisions of 2 C.F.R. Subpart F.
- Non-Federal entities that expend less than the applicable audit threshold a year in Federal awards are exempt from Federal audit requirements for that year. However, non-Federal entities must keep records that are available for review or audit by appropriate officials including the Federal agency, pass-through entity, and U.S. Government Accountability Office (GAO).



Fraud, Waste, and Abuse

- All subrecipient agency personnel are responsible for informing the following individuals and groups of any suspected violations of the law, including potential fraud, waste, and abuse, Office of Criminal Justice Services Grant Planner, Fiscal Monitor, Director of Grants Administration, or Director of Grants Monitoring and Fiscal Compliance, as well as the Ohio Attorney General's Office of Charitable Law, or the Office of the Inspector General for the original awarding agency.

☐ **Contact Information**

- There is no form associated with this condition; however, all projects are responsible for keeping contact information current. Correspondence will often be sent through the online grants management system to the project director listed for the "organization". This is not the same as the project director listed on the title page. For more information on the organization project director, please refer to the user guide. It is also the project director's responsibility to ensure title page information is updated as well to keep records current. Please contact your grants coordinator with any questions.

☐ **Conflicts of Interest**

- Subrecipients are required to use Federal funds in the best interest of the award program. Decisions related to these funds must be free of undisclosed personal or organizational conflicts of interest, both in fact and in appearance. Subrecipients are required to disclose in writing any potential conflict of interest to your grant-making component or pass-through entity, as applicable. See the Federal Financial Guide 2 C.F.R. § 200.112.

☐ **Suspension/Disbarment**

- By signing the Pre-Award Condition Forms subgrantees are certifying that their organization and any organization they are working with as a consultant/contractor is not suspended or disbarred or otherwise found to be ineligible for participating in Federal assistance programs. No organization may participate in these programs in any capacity or be a recipient of Federal funds designated for these programs if the organization has been debarred or suspended or otherwise found to be ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension." (See 45 CFR 75.212.)

☐ **Americans with Disabilities**

- The Office of Criminal Justice Services (OCJS) is committed to ensuring equal access to assistance programs, information, and services, regardless of disability. OCJS understands some individuals with disabilities may need an accommodation in order to have access to or participate in OCJS programs or services. OCJS understands accommodations vary depending upon the needs of the individual. Therefore, accommodation requests will be considered on a case-by-case basis.
- For more information regarding accommodations, or to request an accommodation, please contact the Department of Public Safety's ADA Unit at HRRequestADA@dps.ohio.gov. Additional information regarding disability accommodations can also be found on the Privacy Notice and Policies page of the Department of Public Safety's website at <https://publicsafety.ohio.gov/help-center/privacy-notice-and-policies>.

The Office of Criminal Justice Services requires agencies receiving federal and state funding to ensure all actions taken by their employees, contractors, and volunteers meet professional standards as determined by the Office of Criminal Justice Services, Ohio Revised Code, and Ohio Administrative Code. These standards help recognize the minimum expertise necessary to perform professionally credible work. The standards are not designed to identify the best or ideal person for any position. The effective application of these standards will require the development of a detailed job description containing additional information to suit a particular situation and need.

Any professional facilitating behavioral health services to individuals residing in Ohio must have a current license/certification in good standing with the Board or State Agency statutorily responsible for oversight. OCJS must be notified immediately if the professional's status changes from good standing.

By signing below, the project director, implementing agency authorized official and subgrantee authorized official acknowledge that they have read and understand the above information and attached forms.

The signatures must match the names on the title page.

Major Steven C. Amari
Signature

1/11/24 Project Director
Date

Major Steven C. Amari
Signature

1/11/24 Implementing Agency Authorized Official
Date

* [Signature]
Signature

1-16-24 Subgrantee Agency Authorized Official
Date

APPROVED AS TO FORM

[Signature]
Derek B. Faulkner
Asst. Prosecuting Attorney

OCJS
CIVIL RIGHTS & EEOP QUESTIONS
APPENDIX B - PART I PRE-AWARD CONDITION

SECTION 1: BACKGROUND

1. How many full-time and part time employees are employed by the agency? 5
2. If the agency uses volunteers, approximately how many does the agency have per year? (please count any volunteers separately from paid employees) 0

SECTION 2: EEOP QUESTIONS

1. If the subrecipient is required to prepare an Equal Employment Opportunity Plan (EEOP) in accordance with 28 C.F.R. §§ 42.301-.308, does the subrecipient have an EEOP on file for review?
 Yes No N/A
 - a. If yes, on what date did the subrecipient prepare the EEOP? _____
2. Has the subrecipient submitted a Certification Form to the OCR certifying compliance with the EEOP requirements?
 Yes No
 - a. If yes, on what date did the subrecipient submit the Certification Form?

SECTION 3: CIVIL RIGHTS COMPLAINTS, LAWSUITS¹, OR FINDINGS

***ANY COMPLAINTS, LAWSUITS, OR FINDINGS THAT HAVE OCCURRED AGAINST THE GRANTEE WITHIN THE 3 YEARS PRIOR TO THE AWARD DATE MUST BE REPORTED**

If more than one complaint or lawsuit has been filed or more than one finding has been issued, the information requested in questions 1. through 1.d below must be provided for EACH complaint, lawsuit, or finding. Several forms may be needed depending on the volume of complaints.

N/A

¹ *Please note: Any lawsuit brought against a police department that alleges violations of civil rights under color of state law (often referred to as § 1983 Actions) MUST be reported in addition to any other complaints, lawsuits or findings. Subrecipient must include the party names, case number, and a short synopsis of the facts and the alleged civil rights violations.

1. Has the agency had any civil rights complaints or civil rights *lawsuits or findings from any state or federal court OR investigative or administrative agency such as the Ohio Civil Rights Commission, Equal Employment Opportunity Commission, or any other administrative agency? (If the answer is yes, please proceed to a – d below. If the answer is no, skip to “Posting Notification” and the questions that follow it.)

Yes No

If yes, circle whichever applicable: **complaint** **lawsuit** **finding**

a. Was the complaint/lawsuit/finding filed or brought by employee(s) of the agency or beneficiaries of services you provide?

Employees _____

Beneficiaries _____

b. Does the complaint/violation/lawsuit involve discrimination based on *{indicate all that apply}*:

- race _____
- color _____
- national origin _____
- religion _____
- gender _____ *N/A*
- disability _____
- age _____
- sexual orientation _____
- gender identity (or expression) _____
- limited English proficiency (LEP) _____
- other (please explain) _____

c. What is the current status of the complaint/lawsuit/*finding?
{summarize in the space below}

***If there is a finding by an administrative or investigative agency, what were the recommendations of the agency overseeing the investigation and have those recommendations been met? If not yet met, what is the timeline for meeting those recommendations?**

N/A

d. Has the subrecipient complied with the requirement to submit to the OCR any findings of discrimination against the subrecipient issued by a federal or state court or federal or state administrative agency on the grounds of race, color, national origin, religion, gender, disability, or age?

Yes No *N/A*

If no, notify the grantee that they are required to notify OCR and that they must do so immediately as OCJS is required to report the subrecipient.

POSTING NOTIFICATION:

2. Does the agency notify beneficiaries and employees that the agency does not discriminate on the basis of race, color, national origin, religion, gender, disability, and age in the delivery of services (e.g. posters, inclusion in brochures or other program materials, etc.)?

Yes No

If yes, briefly describe how this notification occurs:

INFORMATION POSTED IN PUBLIC AREAS

3. Does the agency notify employees and beneficiaries through agency brochures, publications, posters, etc. that the agency does not discriminate on the basis of race, color, national origin, religion, gender, disability, and age in employment practices?

Yes No

If yes, briefly describe how this notification occurs:

INFORMATION POSTED IN PUBLIC AREAS

4. Does the subrecipient have written policies or procedures in place for notifying program beneficiaries how to file complaints alleging discrimination by the subrecipient with the Ohio Civil Rights Commission or the federal Office of Justice Programs– Office of Civil Rights?

Yes No

If yes, provide an explanation of these policies and procedures:

N/A

5. Does the subrecipient conduct any training for its employees on the requirements of complying with federal civil rights laws?

Yes No

SECTION 4: REQUIREMENTS RELATED TO PERSONS WITH HANDICAP²

**THE REQUIREMENTS IN SECTION 4 ONLY APPLY TO GRANTEES THAT HAVE
50(+) EMPLOYEES & AWARD AMOUNT OF 25,000(+)
IF THIS DOES NOT APPLY SKIP TO SECTION 5**

If the subrecipient has 50 or more employees and receives DOJ funding of \$25,000 or more, has the subrecipient taken the following actions:

GRIEVANCE PROCEDURES:

1. Adopted grievance procedures that incorporate due process standards and provide for the prompt and equitable resolution of complaints alleging a violation of the DOJ regulations implementing Section 504 of the Rehabilitation Act of 1973? [This Act can be found at 28 C.F.R. Part 42, Subpart G; it prohibits discrimination on the basis of a disability³ in employment practices and the delivery of services.]

Yes No *n/a*

COMPLIANCE COORDINATOR:

2. Designated a person to coordinate compliance with the prohibitions against disability discrimination contained in 28 C.F.R. Part 42, Subpart G?

Yes No *n/a*

- a. If yes, provide name of the designated person:

POSTING NOTIFICATION:

3. Notified participants, beneficiaries, employees, applicants, and others that the subrecipient does not discriminate on the basis of disability?

Yes No *n/a*

- a. If yes, describe how (e.g. posters, inclusion in brochures or other program materials, etc.):

² Note: "handicap" is the term used in the legal definition in the Federal Code, which is why this term is being used rather than "disabled."

³ Disability or handicap under Section 504 of the Rehabilitation Act of 1973 means any person who: (1) has a physical or mental impairment which substantially limits one or more major life activities, or (2) has a record of such an impairment, or (3) is regarded as having such an impairment – the perception of a disability.

SECTION 5: REQUIREMENTS FOR GRANTEES THAT OPERATE AN EDUCATION PROGRAM OR ACTIVITY

If the subrecipient operates an education program or activity, has the subrecipient taken the following actions:

GRIEVANCE PROCEDURES:

1. Adopted grievance procedures that provide for the prompt and equitable resolution of complaints alleging a violation of the DOJ regulations implementing Title IX of the Education Amendments of 1972? [This Act can be found at 28 C.F.R. Part 54; it prohibits discrimination on the basis of sex.]

Yes No *N/A*

COMPLIANCE COORDINATOR:

2. Designated a person to coordinate compliance with the prohibitions against sex discrimination contained in 28 C.F.R. Part 54?

Yes No *N/A*

- a. If yes, provide name of the designated person:

POSTING NOTIFICATION:

3. Notified applicants for admission and employment, employees, students, parents, and others that the subrecipient does not discriminate on the basis of sex in its educational programs or activities.

Yes No *N/A*

- a. If yes, describe how (e.g. posters, inclusion in brochures or other program materials, etc.):

SECTION 6: LIMITED ENGLISH PROFICIENCY (LEP) REQUIREMENTS

1. What reasonable steps⁴ has the subrecipient taken to provide meaningful access to its programs and activities to persons who have limited English proficiency (LEP)?⁵
{summarize in the space below}

WARREN COUNTY USES ASSIST TRANSLATION
SERVICES, INC. FROM COLUMBUS, OHIO
FOR ALL TRANSLATION NEEDS.

2. Does the agency have an LEP policy or a procedure for language assistance services?
 Yes No

SECTION 7: FAITH BASED ORGANIZATIONS

1. Does the agency engage in explicitly religious activities?
 Yes No

2. Does the subrecipient provide federal funded services to eligible beneficiaries regardless of religion, a religious belief, a refusal to hold a religious belief, or a refusal to attend or participate in religious practice?
 Yes No *n/a*

3. If the subrecipient engages in explicitly religious activities, does it do the following:

n/a

- a. Separate the explicitly religious activities in either time or location from the federally funded activities?
 Yes No *n/a*
- b. Ensure that participation in the explicitly religious activities is voluntary for participants in the federal funded program?
 Yes No *n/a*

Comments:

⁴ Reasonable steps in the context of LEP requires a four-factor analysis: (1) the number and proportion of LEP persons served/encountered in the eligible service population – what language groups and how frequently they are encountered in the service area (2) the frequency with which LEP individuals come in contact with the program (3) the nature and importance of the program services – i.e. is the LEP individual asking for directions or looking for program area information (for example domestic violence); and (4) the resources available to the recipient.

⁵ Meaningful access in the context of LEP means effective and accurate communication between the grantee and the LEP individual.

4. Does the agency deny service to anyone on the basis of religion?

Yes No

Comments:

5. If the subrecipient is a religious institution or a faith-based organization, does the subrecipient do the following:

n/a

a. Provide appropriate notice to program beneficiaries or prospective beneficiaries that the subrecipient does not discriminate on the basis of religion in the delivery of services or benefits?

Yes No *n/a*

b. Provide appropriate notice to program beneficiaries or prospective beneficiaries that if they object to the "religious character" of the subrecipient, the subrecipient will ensure that participation in the explicitly religious activities is voluntary for participants in the federal funded program?

Yes No *n/a*

c. Keep a record of the requests for an alternative provider from beneficiaries or prospective beneficiaries who object to the subrecipient's "religious character," noting the subrecipient's efforts to find an appropriate alternative provider and to follow up with the beneficiary or the prospective beneficiary?

Yes No *n/a*

SECTION 8: VAWA AND OVW FUNDED PROGRAMS

1. If the subrecipient receives funding under VAWA or from OVW, does it serve male victims of domestic violence, dating violence, sexual assault, and stalking?

Yes *N/A*

No Comments:

2. If the subrecipient receives funding under VAWA or from OVW, does the subrecipient provide sex-segregated or sex-specific services?

Yes No *N/A*

If yes, describe how the services are sex-segregated or sex specific.

N/A

If yes, has the subrecipient determined that providing services that are sex-segregated or sex specific is necessary to the essential operation of the program?

Yes No *N/A*

If yes, describe how the subrecipient determined that providing sex-segregated or sex-specific services is necessary to the essential operation of the program.

N/A

Confidentiality and Privacy Provisions

The Office of Criminal Justice Services (OCJS) is the state administering agency for the Family violence Prevention and Services Act (FVPSA) grant program and the STOP Violence Against Women Act (VAWA) grant program. OCJS requires all recipients of funding from our office, *regardless of the source*, to comply with the Confidentiality and Privacy Provisions.

This is a safeguard OCJS is following to ensure the safety of adult, youth, and child victims of domestic violence, dating violence, sexual assault, or stalking, and their families to protect the confidentiality and privacy of persons receiving services.

Please review and sign and submit with your Pre-Award Conditions.

Family Violence Prevention and Services Act (FVPSA) Grants

"Pursuant to 42 U.S.C. 10406(c)(5). The applicant will comply with requirements to ensure the non-disclosure of confidential or private information including but not limited to, the following a) recipients will not disclose any PII collected in connection with services requested (including services used or denied) through recipient's funded activities and recipients will not release PII without informed, written, reasonably time-limited consent by the person about whom information is sought, whether for FVPSA-funded activities or any other federal or state program... b) recipients will not release information compelled by statutory or court order unless adhering to the requirements of 42 U.S.C 10406(c)(5)(B)(ii)

STOP Violence Against Women Act (VAWA) Grants

"In accordance with 42 U.S.C 13925(b)(2) applicants receiving OVW funding, and their subgrantees, must protect the confidentiality and privacy of persons receiving OVW-funded services to support victims' safety OVW grantees and their subgrantees are prohibited from disclosing personally identifying identification collected in connection with services requested, utilized, or denied through the grantee and their subgrantee's programs, to any third party or third party database without informed, written, reasonably time-limited consent of the person, unless compelled by statutory or court mandate. In this case, grantee and subgrantees must make reasonable attempts to provide notice to victims affected by the disclosure of information. They must also take necessary steps to protect the privacy and safety of the persons affected by the release of this information."

Links to the statutes are below:

[42 USC 10406: Formula grants to States \(house.gov\)](#)

[VAWA 2013 Confidentiality and Privacy Provisions \(justice.gov\)](#)

~ / A

Authorized Representative

~ / A

Date



U.S. DEPARTMENT OF JUSTICE

CERTIFIED STANDARD ASSURANCES

On behalf of the Applicant, and in support of this application for a grant or cooperative agreement, I certify under penalty of perjury to the U.S. Department of Justice ("Department"), that all of the following are true and correct:

(1) I have the authority to make the following representations on behalf of myself and the Applicant. I understand that these representations will be relied upon as material in any Department decision to make an award to the Applicant based on its application.

(2) I certify that the Applicant has the legal authority to apply for the federal assistance sought by the application, and that it has the institutional, managerial, and financial capability (including funds sufficient to pay any required non-federal share of project costs) to plan, manage, and complete the project described in the application properly.

(3) I assure that, throughout the period of performance for the award (if any) made by the Department based on the application--

- a. the Applicant will comply with all award requirements and all federal statutes and regulations applicable to the award;
- b. the Applicant will require all subrecipients to comply with all applicable award requirements and all applicable federal statutes and regulations; and
- c. the Applicant will maintain safeguards to address and prevent any organizational conflict of interest, and also to prohibit employees from using their positions in any manner that poses, or appears to pose, a personal or financial conflict of interest.

(4) The Applicant understands that the federal statutes and regulations applicable to the award (if any) made by the Department based on the application specifically include statutes and regulations pertaining to civil rights and nondiscrimination, and, in addition--

- a. the Applicant understands that the applicable statutes pertaining to civil rights will include section 601 of the Civil Rights Act of 1964 (42 U.S.C. § 2000d); section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794); section 901 of the Education Amendments of 1972 (20 U.S.C. § 1681); and section 303 of the Age Discrimination Act of 1975 (42 U.S.C. § 6102);
- b. the Applicant understands that the applicable statutes pertaining to nondiscrimination may include section 809(c) of Title I of the Omnibus Crime Control and Safe Streets Act of 1968 (34 U.S.C. § 10228(c)); section 1407(e) of the Victims of Crime Act of 1984 (34 U.S.C. § 20110(e)); section 299A(b) of the Juvenile Justice and Delinquency Prevention Act of 2002 (34 U.S.C. § 11182(b)); and that the grant condition set out at section 40002(b)(13) of the Violence Against Women Act (34 U.S.C. § 12291(b)(13)), which will apply to all awards made by

the Office on Violence Against Women, also may apply to an award made otherwise;

- c. the Applicant understands that it must require any subrecipient to comply with all such applicable statutes (and associated regulations); and
- d. on behalf of the Applicant, I make the specific assurances set out in 28 C.F.R. §§ 42.105 and 42.204.

(5) The Applicant also understands that (in addition to any applicable program-specific regulations and to applicable federal regulations that pertain to civil rights and nondiscrimination) the federal regulations applicable to the award (if any) made by the Department based on the application may include, but are not limited to, 2 C.F.R. Part 2800 (the DOJ "Part 200 Uniform Requirements") and 28 C.F.R. Parts 22 (confidentiality - research and statistical information), 23 (criminal intelligence systems), 38 (regarding faith-based or religious organizations participating in federal financial assistance programs), and 46 (human subjects protection).

(6) I assure that the Applicant will assist the Department as necessary (and will require subrecipients and contractors to assist as necessary) with the Department's compliance with section 106 of the National Historic Preservation Act of 1966 (54 U.S.C. § 306108), the Archeological and Historical Preservation Act of 1974 (54 U.S.C. §§ 312501-312508), and the National Environmental Policy Act of 1969 (42 U.S.C. §§ 4321-4335), and 28 C.F.R. Parts 61 (NEPA) and 63 (floodplains and wetlands).

(7) I assure that the Applicant will give the Department and the Government Accountability Office, through any authorized representative, access to, and opportunity to examine, all paper or electronic records related to the award (if any) made by the Department based on the application.

(8) If this application is for an award from the National Institute of Justice or the Bureau of Justice Statistics pursuant to which award funds may be made available (whether by the award directly or by any subaward at any tier) to an institution of higher education (as defined at 34 U.S.C. § 10251(a)(17)), I assure that, if any award funds actually are made available to such an institution, the Applicant will require that, throughout the period of performance--

- a. each such institution comply with any requirements that are imposed on it by the First Amendment to the Constitution of the United States; and
- b. subject to par. a, each such institution comply with its own representations, if any, concerning academic freedom, freedom of inquiry and debate, research independence, and research integrity, at the institution, that are included in promotional materials, in official statements, in formal policies, in applications for grants (including this award application), for accreditation, or for licensing, or in submissions relating to such grants, accreditation, or licensing, or that otherwise are made or disseminated to students, to faculty, or to the general public.

(9) I assure that, if the Applicant is a governmental entity, with respect to the award (if any) made by the Department based on the application--

- a. it will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C.

- §§ 4601-4655), which govern the treatment of persons displaced as a result of federal and federally-assisted programs; and
- b. it will comply with requirements of 5 U.S.C. §§ 1501-1508 and 7324-7328, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

(10) If the Applicant applies for and receives an award from the Office of Community Oriented Policing Services (COPS Office), I assure that as required by 34 U.S.C. § 10382(c)(11), it will, to the extent practicable and consistent with applicable law--including, but not limited to, the Indian Self-Determination and Education Assistance Act--seek, recruit, and hire qualified members of racial and ethnic minority groups and qualified women in order to further effective law enforcement by increasing their ranks within the sworn positions, as provided under 34 U.S.C. § 10382(c)(11).

(11) If the Applicant applies for and receives a DOJ award under the STOP School Violence Act program, I assure as required by 34 U.S.C. § 10552(a)(3), that it will maintain and report such data, records, and information (programmatic and financial) as DOJ may reasonably require.

I acknowledge that a materially false, fictitious, or fraudulent statement (or concealment or omission of a material fact) in this certification, or in the application that it supports, may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the Applicant to civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. §§ 3729-3730 and 3801-3812). I also acknowledge that the Department's awards, including certifications provided in connection with such awards, are subject to review by the Department, including by its Office of the Inspector General.

Award Conditions

15PBJA-23-GG-03015-MUMU

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

1 Compliance with restrictions on the use of federal funds--prohibited and controlled equipment under OJP awards Consistent with Executive Order 14074, "Advancing Effective, Accountable Policing and Criminal Justice Practices To Enhance Public Trust and Public Safety," OJP has prohibited the use of federal funds under this award for purchases or transfers of specified equipment by law enforcement agencies. In addition, OJP requires the recipient, and any subrecipient ("subgrantee") at any tier, to put in place specified controls prior to using federal funds under this award to acquire or transfer any property identified on the "controlled equipment" list. The details of the requirement are posted on the OJP web site at <https://www.ojp.gov/funding/explore/prohibited-and-controlled-equipment> (Award condition: Compliance with restrictions on the use of federal funds--prohibited and controlled equipment under OJP awards) and are incorporated by reference here.

2 Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54 The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

3 Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees) The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

4. Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2022 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2022 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of

whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2022 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at <https://ojp.gov/funding/Part200UniformRequirements.htm>.

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.334.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

5. Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

6. Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

7. Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at <https://ojp.gov/financialguide/DOJ/index.htm>), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

8. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2022)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in

federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2022, are set out at <https://www.ojp.gov/funding/Explore/FY22AppropriationsRestrictions.htm>, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

9. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38 (as may be applicable from time to time), specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Currently, among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38, currently, also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

The text of 28 C.F.R. Part 38 is available via the Electronic Code of Federal Regulations (currently accessible at <https://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.

10. Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

11. Requirements of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

Limited Exceptions. In certain special circumstances, the U.S. Department of Justice ("DOJ") may determine that it will not enforce, or enforce only in part, one or more requirements otherwise applicable to the award. Any such exceptions regarding enforcement, including any such exceptions made during the period of performance, are (or will be during the period of performance) set out through the Office of Justice Programs ("OJP") webpage entitled "Legal Notices: Special circumstances as to particular award

conditions" (ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm), and incorporated by reference into the award.

By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts, as if personally executed by the authorized recipient official, all assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance.

Failure to comply with one or more award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period -- may result in OJP taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. DOJ, including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or - unenforceable, such provision shall be deemed severable from this award.

12. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

13. Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

14. Employment eligibility verification for hiring under the award

1. The recipient (and any subrecipient at any tier) must--

A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1).

B. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both--

1. this award requirement for verification of employment eligibility, and
2. the associated provisions in 8 U.S.C. 1324a(a)(1) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

B. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

D. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity,

to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (<https://www.e-verify.gov/>) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at E-VerifyEmployerAgent@dhs.gov.

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

15. OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <https://www.ojp.gov/funding/implement/training-guiding-principles-grantees-and-subgrantees>.

16. Determination of suitability to interact with participating minors SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ) (or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award (whether by the recipient, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at <https://ojp.gov/funding/Explore/Interact-Minors.htm> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

17. Potential imposition of additional requirements

The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

18. Required training for Grant Award Administrator and Financial Manager

The Grant Award Administrator and all Financial Managers for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after October 15, 2020, will satisfy this condition.

In the event that either the Grant Award Administrator or a Financial Manager for this award changes during the period of performance, the new Grant Award Administrator or Financial Manager must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after the date the Entity Administrator enters updated Grant Award Administrator or Financial Manager information in JustGrants. Successful completion of such a training on or after October 15, 2020, will satisfy this condition.

A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at <https://onlinegfmt.training.ojp.gov/>. All trainings that satisfy this condition include a session on grant fraud prevention and detection.

The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.

19. Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

20. Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

21. Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) -- (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "Personally Identifiable Information (PII)" (2 CFR 200.1) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

22. Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related

information to OJP by email at OJP.ComplianceReporting@ojp.usdoj.gov. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

23. Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

24. All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at <https://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

25. Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$250,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$250,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$250,000)) and are incorporated by reference here.

26. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of

persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

27. Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope Grant Award Modification (GAM) to eliminate any inappropriate duplication of funding.

28. Reporting potential fraud, waste, and abuse, and similar misconduct

The recipient, and any subrecipients ("subgrantees") at any tier, must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award-- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) online submission accessible via the OIG webpage at <https://oig.justice.gov/hotline/contact-grants.htm> (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Investigations Division (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.

29. Requirements related to System for Award Management and Universal Identifier Requirements

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov/>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <https://ojp.gov/funding/Explore/SAM.htm> (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

30. Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

31. Recipient integrity and performance matters: Requirement to report information on certain civil, criminal, and administrative proceedings to SAM and FAPIIS

The recipient must comply with any and all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) either this OJP award or any other grant, cooperative agreement, or procurement contract from the federal government. Under certain circumstances, recipients of OJP awards are required to report information about such proceedings, through the federal System for Award Management (known as "SAM"), to the designated federal integrity and performance system (currently, "FAPIIS").

The details of recipient obligations regarding the required reporting (and updating) of information on certain civil, criminal, and administrative proceedings to the federal designated integrity and performance system (currently, "FAPIIS") within SAM are posted on the OJP web site at <https://ojp.gov/funding/FAPIIS.htm> (Award condition: Recipient Integrity and Performance Matters, including Recipient Reporting to FAPIIS), and are incorporated by reference here.

32. Justice Information Sharing

Information sharing projects funded under this award must comply with DOJ's Global Justice Information Sharing Initiative (Global) guidelines. The recipient (and any subrecipient at any tier) must conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: https://it.ojp.gov/gsp_grantcondition. The recipient (and any subrecipient at any tier) must document planned approaches to information sharing and describe compliance with the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

33. Avoidance of duplication of networks

To avoid duplicating existing networks or IT systems in any initiatives funded by BJA for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the recipient can demonstrate to the satisfaction of BJA that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.

34. Law enforcement task forces - required training

Within 120 days of award acceptance, each current member of a law enforcement task force funded with award funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, must complete required online (internet-based) task force training. Additionally, all future task force members must complete this training once during the period of performance for this award, or once every four years if multiple OJP awards include this requirement.

The required training is available free of charge online through the BJA-funded Center for Task Force Integrity and Leadership (www.ctfli.org). The training addresses task force effectiveness, as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability. If award funds are used to support a task force, the recipient must compile and maintain a task force personnel roster, along with course completion certificates.

Additional information regarding the training is available through BJA's web site and the Center for Task Force Integrity and Leadership (www.ctfli.org).

35. Required monitoring of subawards

The recipient must monitor subawards under this award in accordance with all applicable statutes, regulations, award conditions, and the DOJ Grants Financial Guide, and must include the applicable conditions of this award in any subaward. Among other things, the recipient is responsible for oversight of subrecipient spending and monitoring of specific outcomes and benefits attributable to use of award funds by subrecipients. The recipient agrees to submit, upon request, documentation of its policies and procedures for monitoring of subawards under this award.

36. Any written, visual, or audio publications funded in whole or in part under this award, with the exception of press releases, shall contain the following statements: "This project was supported by Grant No. <AWARD_NUMBER> awarded by the Bureau of Justice Assistance. The Bureau of

Justice Assistance is a component of the Department of Justice's Office of Justice Programs, which also includes the Bureau of Justice Statistics, the National Institute of Justice, the Office of Juvenile Justice and Delinquency Prevention, the Office for Victims of Crime, and the SMART Office. Points of view or opinions in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice." The current edition of the DOJ Grants Financial Guide provides guidance on allowable printing and publication activities.

37. Any Web site that is funded in whole or in part under this award must include the following statement on the home page, on all major entry pages (i.e., pages (exclusive of documents) whose primary purpose is to navigate the user to interior content), and on any pages from which a visitor may access or use a Web-based service, including any pages that provide results or outputs from the service: "This Web site is funded in whole or in part through a grant from the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice. Neither the U.S. Department of Justice nor any of its components operate, control, are responsible for, or necessarily endorse, this Web site (including, without limitation, its content, technical infrastructure, and policies, and any services or tools provided)." The full text of the foregoing statement must be clearly visible on the home page. On other pages, the statement may be included through a link, entitled "Notice of Federal Funding and Federal Disclaimer," to the full text of the statement.

38. Verification and updating of recipient contact information

The recipient must verify its Grant Award Administrator, Financial Manager, and Authorized Representative contact information in JustGrants, including telephone number and e-mail address. If any information is incorrect or has changed, the award recipient's Entity Administrator must make changes to contact information through DIAMD. Instructions on how to update contact information in JustGrants can be found at <https://justicegrants.usdoj.gov/training/training-entity-management>.

39. Recipients utilizing award funds for forensic genealogy testing must adhere to the United States Department of Justice Interim Policy Forensic Genealogical DNA Analysis and Searching (<https://www.justice.gov/olp/page/file/1204386/download>), and must collect and report the metrics identified in Section IX of that document to BJA.

40. The recipient agrees that no funds under this grant award (including via subcontract or subaward, at any tier) may be used for unmanned aircraft systems (UAS), which includes unmanned aircraft vehicles (UAV), or for any accompanying accessories to support UAS.

41. FFATA reporting: Subawards and executive compensation

The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of \$30,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at <https://ojp.gov/funding/Explore/FFATA.htm> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

This condition, including its reporting requirement, does not apply to-- (1) an award of less than \$30,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

42. Applicants must ensure that Limited English Proficiency persons have meaningful access to the services under this program(s). National origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI and the Safe Streets Act, recipients are required to take reasonable steps to ensure that LEP persons have meaningful access to their programs. Meaningful access may entail providing language assistance services, including oral and written translation when necessary. The U.S. Department of Justice has issued guidance for grantees to help them comply with Title VI requirements. The guidance document can be accessed on the Internet at www.lep.gov.

43. Cooperating with OJP Monitoring

The recipient agrees to cooperate with OJP monitoring of this award pursuant to OJP's guidelines, protocols, and procedures, and to cooperate with OJP (including the grant manager for this award and the Office of Chief Financial Officer (OCFO)) requests related to such monitoring, including requests related to desk reviews and/or site visits. The recipient agrees to provide to OJP all documentation necessary for OJP to complete its monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by OJP for providing the requested documents. Failure to cooperate with OJP's monitoring activities may result in actions that affect the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to award funds; referral to the DOJ OIG for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).

44. Use of program income

Program income (as defined in the Part 200 Uniform Requirements) must be used in accordance with the provisions of the Part 200 Uniform Requirements. Program income earnings and expenditures both must be reported on the quarterly Federal Financial Report, SF 425.

45. Compliance with 28 C.F.R. Part 23

With respect to any information technology system funded or supported by funds under this award, the recipient (and any subrecipient at any tier) must comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation to be applicable. Should OJP determine 28 C.F.R. Part 23 to be applicable, OJP may, at its discretion, perform audits of the system, as per the regulation. Should any violation of 28 C.F.R. Part 23 occur, the recipient may be fined as per 34 U.S.C. 10231(c)-(d). The recipient may not satisfy such a fine with federal funds.

46. Protection of human research subjects

The recipient (and any subrecipient at any tier) must comply with the requirements of 28 C.F.R. Part 46 and all OJP policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

47. Confidentiality of data

The recipient (and any subrecipient at any tier) must comply with all confidentiality requirements of 34 U.S.C. 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The recipient further agrees, as a condition of award approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23.

48. The recipient agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.

49. The recipient understands that, in accepting this award, the Authorized Representative declares and certifies, among other things, that he or she possesses the requisite legal authority to accept the award on behalf of the recipient entity and, in so doing, accepts (or adopts) all material requirements that relate to conduct throughout the period of performance under this award. The recipient further understands, and agrees, that it will not assign anyone to the role of Authorized Representative during the period of performance under the award without first ensuring that the individual has the requisite legal authority.

50. In accepting this award, the recipient agrees that grant funds cannot be used for Facial Recognition Technology (FRT) unless the recipient has policies and procedures in place to ensure that the FRT will be utilized in an appropriate and responsible manner that promotes public safety, and protects privacy, civil rights, and civil liberties and complies with all applicable provisions of the U.S. Constitution, including the Fourth Amendment's protection against unreasonable searches and seizures and the First Amendment's freedom of association and speech, as well as other laws and regulations. Recipients utilizing funds for FRT must make such policies and procedures available to DOJ upon request.

51. "Methods of Administration" - monitoring compliance with civil rights laws and nondiscrimination provisions

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with applicable federal civil rights laws and nondiscrimination provisions. Within 90 days of the date of award acceptance, the recipient must submit to OJP's Office for Civil Rights (at CivilRightsMOA@usdoj.gov) written Methods of Administration ("MOA") for subrecipient monitoring with respect to civil rights requirements. In addition, upon request by OJP (or by another authorized federal agency), the recipient must make associated documentation available for review.

The details of the recipient's obligations related to Methods of Administration are posted on the OJP web site at <https://ojp.gov/funding/Explore/StateMethodsAdmin-FY2017update.htm> (Award condition: "Methods of Administration" - Requirements applicable to States (FY 2017 Update)), and are incorporated by reference here.

52. Submission of eligible records relevant to the National Instant Background Check System

Consonant with federal statutes that pertain to firearms and background checks -- including 18 U.S.C. 922 and 34 U.S.C. ch. 409 -- if the recipient (or any subrecipient at any tier) uses this award to fund (in whole or in part) a specific project or program

(such as a law enforcement, prosecution, or court program) that results in any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the National Instant Background Check System (NICS), or that has as one of its purposes the establishment or improvement of records systems that contain any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS, the recipient (or subrecipient, if applicable) must ensure that all such court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS are promptly made available to the NICS or to the "State" repository/database that is electronically available to (and accessed by) the NICS, and -- when appropriate -- promptly must update, correct, modify, or remove such NICS- relevant "eligible records"

In the event of minor and transitory non-compliance, the recipient may submit evidence to demonstrate diligent monitoring of compliance with this condition (including subrecipient compliance). DOJ will give great weight to any such evidence in any express written determination regarding this condition.

53. Compliance with National Environmental Policy Act and related statutes

Upon request, the recipient (and any subrecipient at any tier) must assist BJA in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of these award funds, either directly by the recipient or by a subrecipient. Accordingly, the recipient agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes. If it is determined that any of the following activities will be funded by the award, the recipient agrees to contact BJA.

The recipient understands that this condition applies to new activities as set out below, whether or not they are being specifically funded with these award funds. That is, as long as the activity is being conducted by the recipient, a subrecipient, or any third party, and the activity needs to be undertaken in order to use these award funds, this condition must first be met. The activities covered by this condition are:

a. New construction;

b. Minor renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;

c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;

d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and

e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

The recipient understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. The recipient further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed at <https://bj.gov/Funding/nepa.html>, for programs relating to methamphetamine laboratory operations.

Application of This Condition to Recipient's Existing Programs or Activities: For any of the recipient's or its subrecipients' existing programs or activities that will be funded by these award funds, the recipient, upon specific request from BJA, agrees to cooperate with BJA in any preparation by BJA of a national or program environmental assessment of that funded program or activity.

54. Establishment of trust fund

If award funds are being drawn down in advance, the recipient (or a subrecipient, with respect to a subaward) is required to establish a trust fund account. Recipients (and subrecipients) must maintain advance payments of federal awards in interest-bearing accounts, unless regulatory exclusions apply (2 C.F.R. 200.305(b)(8)). The trust fund, including any interest, may not be used to pay debts or expenses incurred by other activities beyond the scope of the Edward Byrne Memorial Justice Assistance Grant Program (JAG). The recipient also agrees to obligate the award funds in the trust fund (including any interest earned) during the period of performance for the award and expend within 90 days thereafter. Any unobligated or unexpended funds, including interest earned, must be returned to OJP at the time of closeout.

55. Certification of body armor "mandatory wear" policies, and compliance with NIJ standards

If recipient uses funds under this award to purchase body armor, the recipient must submit a signed certification that each law enforcement agency receiving body armor purchased with funds from this award has a written "mandatory wear" policy in effect. The recipient must keep signed certifications on file for any subrecipients planning to utilize funds from this award for ballistic-resistant and stab-resistant body armor purchases. This policy must be in place for at least all uniformed officers before any funds from this award may be used by an agency for body armor. There are no requirements regarding the nature of the policy other than it be a mandatory wear policy for all uniformed officers while on duty.

Ballistic-resistant and stab-resistant body armor purchased with award funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the body armor has been tested and found to comply with applicable National Institute of Justice ballistic or stab standards, and is listed on the NIJ Compliant Body Armor Model List. In addition, ballistic-resistant and stab-resistant body armor purchased must be made in the United States and must be uniquely fitted, as set forth in 34 U.S.C. 10202(c)(1)(A). The latest NIJ standard information and the NIJ Compliant Body Armor List may be found by following the links located on the NIJ Body Armor page: <https://nij.ojp.gov/topics/equipment-and-technology/body-armor>

56. Prohibition on use of award funds for match under BVP program

JAG funds may not be used as the 50% match for purposes of the DOJ Bulletproof Vest Partnership (BVP) program.

57. If award funds are used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System ("CODIS," the DNA database operated by the FBI) by a government DNA laboratory with access to CODIS. With the exception of Forensic Genetic Genealogy, no profiles generated under this award may be entered or uploaded into any non-governmental DNA database without prior express written approval from BJA. Award funds may not be used for the purchase of DNA equipment and supplies unless the resulting DNA profiles may be accepted for entry into CODIS. Booking agencies should work with their state CODIS agency to ensure all requirements are met for participation in Rapid DNA (see National Rapid DNA Booking Operational Procedures Manual).

58. Extreme risk protection programs funded by JAG must include, at a minimum: pre-deprivation and post-deprivation due process rights that prevent any violation or infringement of the Constitution of the United States, including but not limited to the Bill of Rights, and the substantive or procedural due process rights guaranteed under the Fifth and Fourteenth Amendments to the Constitution of the United States, as applied to the States, and as interpreted by State courts and United States courts (including the Supreme Court of the United States). Such programs must include, at the appropriate phase to prevent any violation of constitutional rights, at minimum, notice, the right to an in-person hearing, an unbiased adjudicator, the right to know opposing evidence, the right to present evidence, and the right to confront adverse witnesses; the right to be represented by counsel at no expense to the government; pre-deprivation and post-deprivation heightened evidentiary standards and proof which mean not less than the protections afforded to a similarly situated litigant in Federal court or promulgated by the State's evidentiary body, and sufficient to ensure the full protections of the Constitution of the United States, including but not limited to the Bill of Rights, and the substantive and procedural due process rights guaranteed under the Fifth and Fourteenth Amendments to the Constitution of the United States, as applied to the States, and as interpreted by State courts and United States courts (including the Supreme Court of the United States). The heightened evidentiary standards and proof under such programs must, at all appropriate phases to prevent any violation of any constitutional right, at minimum, prevent reliance upon evidence that is unsworn or unaffirmed, irrelevant, based on inadmissible hearsay, unreliable, vague, speculative, and lacking a foundation; and penalties for abuse of the program.

59. Exceptions regarding Prohibited and Controlled Equipment under OJP awards

Notwithstanding any provision to the contrary in the other terms and conditions of this award, including in the condition regarding "Compliance with restrictions on the use of federal funds--prohibited and controlled equipment under OJP awards," the requirements for the "Transfer/Sale of Award-Funded Controlled Equipment to Other LEAs" and the requirements for the "Transfer/Sale of Award-Funded Controlled Equipment to NON-LEAs" do not apply to this award.

60. Expenditures prohibited without waiver

No funds under this award may be expended on the purchase of items prohibited by the JAG program statute, unless, as set forth at 34 U.S.C. 10152, the BJA Director certifies that extraordinary and exigent circumstances exist, making such expenditures essential to the maintenance of public safety and good order.

61. Authorization to obligate (federal) award funds to reimburse certain project costs incurred on or after October 1, 2022

The recipient may obligate (federal) award funds only after the recipient makes a valid acceptance of the award. As of the first day of the period of performance for the award (October 1, 2022), however, the recipient may choose to incur project costs using non-federal funds, but any such project costs are incurred at the recipient's risk until, at a minimum-

- (1) the recipient makes a valid acceptance of the award, and (2) all applicable withholding conditions are removed by OJP (via an Award Condition Modification (ACM)). (A withholding condition is a condition in the award document that precludes the recipient from obligating, expending, or drawing down all or a portion of the award funds until the condition is removed.)

Except to the extent (if any) that an award condition expressly precludes reimbursement of project costs incurred "at-risk," if and when the recipient makes a valid acceptance of this award and OJP removes each applicable withholding condition through an Award Condition Modification (ACM), the recipient is authorized to obligate (federal) award funds to reimburse itself for project costs incurred "at-risk" earlier during the period of performance (such as project costs incurred prior to award acceptance or prior to removal of an applicable withholding condition), provided that those project costs otherwise are allowable costs under the award.

62. Required data on law enforcement agency training

Any law enforcement agency receiving direct or sub-awarded funding from this JAG award must submit quarterly accountability metrics data related to training that officers have received on the use of force, racial and ethnic bias, de-escalation of conflict, and constructive engagement with the public.

63. All State and Local JAG recipients must submit quarterly Federal Financial Reports (SF-425). Additionally, State JAG and Local JAG Category Two (\$25K or more) must submit semi-annual performance reports through JustGrants and Local JAG Category One (Less than \$25K) must submit annual performance reports through JustGrants. Consistent with the Department's responsibilities under the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, the recipient must provide data that measure the results of its work. The recipient must submit quarterly performance metrics reports through BJA's Performance Measurement Tool (PMT) website: <https://bjapmt.ojp.gov/>. For more detailed information on reporting and other JAG requirements, refer to the JAG reporting requirements webpage (<https://bjapmt.ojp.gov/help/jagdocs.html>). Failure to submit required JAG reports by established deadlines may result in the freezing of grant funds and future High Risk designation.

64 Withholding of funds for Budget narrative or information

The recipient may not expend or draw down any award funds until the recipient submits, and OJP reviews and accepts, the required budget information or narrative for the award, and an Award Condition Modification has been issued to remove this condition.



Justice Assistance Grant
#2023-JG-A01-6252

GRANT APPLICATION

Edward Byrne Memorial Justice Assistance Grant (JAG) 2023

Organization: Greater Warren County Drug Task Force

2023-JG-A01-6252
Version Date: 01/10/2024 18:32:58

Title Page

A. Program Area: ✓ A01 - Multi-Jurisdictional Task Forces Programs
 A02 - Law Enforcement Programs
 B01 - Crime Prevention Programs
 C01 - Adult and Juvenile Corrections, Community Corrections and Reentry Programs
 D01 - Courts, Defense, Prosecution and Victim Service Programs
 D02 - Specialized Dockets
 E01 - Cross-Agency and Cross-System Collaboration, Training and Research Programs

B. Title of Project: Greater Warren County Drug Task Force

C. Project Period: 1/1/2024 to: 12/31/2024 Extension:

D. Continuation of Subgrant Number: 2021-JG-A01-6252

E. Focus of Application: City ✓ County Township Village State

F. Budget Summary: OCJS Funds: \$50,734.77
 Cash Match: \$16,911.59
 In-kind Match: \$0
 Total Budget: \$67,646.36

See Directives for Eligibility

G. Project Director: Prefix: Mr. First Name: Steven M.I.: C Last Name: Arrasmith Suffix:
 Title: Major/Commander Agency: Greater Warren County Drug Task Force
 Address: 822 Memorial Drive City: Lebanon Zip: 45036 - 2355
 Phone: 513-695-0070 Ext.5850 Fax: 513-336-0070
 Email: arrasmith@wcdtf.org County: Warren

H. Implementing Prefix: Mr. First Name: Steven M.I.: C Last Name: Arrasmith Suffix:
 Title: Major/Commander Agency: Greater Warren County Drug Task Force
 Address: 822 Memorial Drive City: Lebanon Zip: 45036 - 2355
 Phone: 513-695-0070 Ext.5850 Fax: 513-336-0070
 Email: Arrasmith@wcdtf.org County: Warren
 Website:

I. Subgrantee: Prefix: Mr. First Name: David M.I.: G Last Name: Young Suffix:
 Title: County Commissioner - President Agency: Warren County Commissioners
 Address: 406 Justice Drive City: Lebanon Zip: 45036 - 2355
 Phone: 513-695-1250 Ext. Fax: 513-695-2054 Subgrantee
 Email: david.young@co.warren.oh.us County: Warren Tax I.D.: 316000058

Vendor ID and Address code to be completed by OCJS:

Duns Number: VK7ZTVVZ8EE
5

Non-State Agency OAKS Vendor ID OAKS Address Code

Primary Place of Performance:

City: Lebanon

State Agency OAKS Vendor ID Vendor Location

State: Ohio

Zip: 45036 - 2355

Title Page

Overage

Split Funding

Problem Statement/Target Population

Please see the Request For Proposal (RFP) for this grant program for guidance on completing this section. The RFP can be found at www.ocjs.ohio.gov

NATURE AND SCOPE OF THE PROBLEM: Our primary problem to be addressed by this project are the ongoing drug trafficking activities and other drug related offenses occurring throughout the communities we serve. As our population continues to grow, so too does our number of addicted citizens. Our growing population provides a significant customer base for local drug traffickers, as well as traffickers operating from nearby Dayton and Cincinnati, Ohio. These two large metropolitan areas remain the most significant source cities for the majority of illegal drugs impacting our jurisdiction on a daily basis. The collateral damage of all drug trafficking activities continues to negatively impact people's lives and effects overall crime throughout our jurisdiction.

We have continued to experience a changing primary drug threat from heroin and fentanyl, to crystal methamphetamine. The availability of crystal methamphetamine remains consistent, with unlimited sources of supply located throughout our jurisdiction and southwest Ohio. Regardless of this trend shift, the devastation of the heroin/fentanyl crisis remains present in our communities. Although crystal methamphetamine and heroin/fentanyl remain our greatest threats, other commonly trafficked and abused drugs such as cocaine, marijuana, hash products and others continue to be readily available.

SUPPORTING DATA: Consistent with other jurisdictions in the state, we continue to experience overdoses and overdose deaths impacting our target population. Overdoses continue to involve various drug cocktails of fentanyl mixed with methamphetamine, cocaine and other drugs. A review of local data provided by the Warren County Coroner's Office indicates 45 drug related deaths in 2022 in comparison to 75 drug related deaths in 2021. This indicates a decrease of approximately 42%. As of May 2023, our jurisdiction has experienced 17 drug related deaths, in comparison to 19 deaths during May 2022. The reality of drug trafficking and addiction within our target population continue to support the need for specialized drug investigations to continue to reduce supply. Our efforts must also continue to include other services such as drug education, especially involving our school aged children, and treatment options and resources for our addicted population.

Drug Task Force activity in 2021 resulted in 476 cases & tips and 192 arrests. Our investigative team also executed 122 search warrants and seized 64 firearms. Our 2022 investigative activity includes 437 new cases & tips resulting in 134 arrests, 132 search warrants and 79 firearms seized. First quarter reports for 2023 indicate the start of another busy year with 117 new cases & tips, 29 arrests, 40 search warrants and the seizure of 15 firearms. A review of statewide seizure data, as provided by the Ohio Department of Public Safety (DPS), ranked Warren County drug seizures as some of the highest in the state in 2021. Data recorded for 2022 indicated another year of significant drug seizures as a result of drug task force operations. According to the DPS, year-end 2022 statewide report, Warren County drug seizures in comparison to other Ohio counties ranked as follows: Fentanyl (15th), methamphetamine (4th), cocaine (4th), marijuana (5th), and prescription drugs (2nd). Task force seizures in 2022 included 1.5 pounds of fentanyl, 13.1 pounds of methamphetamine, 29.1 pounds of cocaine, 287.1 pounds of marijuana and hash products, and over 11,000-unit doses of various prescription drugs.

The High Intensity Drug Trafficking Area (HIDTA) Threat Assessment & Strategy for 2022 indicates that fentanyl and methamphetamine remain two of the greatest drug threats in the Ohio HIDTA area of responsibility. HIDTA further indicates that synthetic opioids (fentanyl) and crystal methamphetamine are highly available throughout all participating jurisdictions, with 75% of task forces reporting fentanyl and other synthetic opioids as readily available, and their greatest drug threat. Additionally, HIDTA reports an 81% increase in the availability of crystal methamphetamine across reporting task forces in 2022. Ohio HIDTA task forces seized 1,497 kilos of methamphetamine in 2021 indicating a 219% increase from 2020. Fentanyl seizures by Ohio HIDTA task forces were recorded as 472 kilos in 2021 which indicated a 123% increase in seizures from 2020. Various DEA threat assessment publications also support this data, indicating moderate to high availability for these same drugs nationally.

SHORT AND LONG-TERM CONSEQUENCES: The long-term sustainability of our task force is dependent upon maximizing all available funding sources, which allows us to address the previously described problem. If not addressed, the immediate short-term impact on our target population would be increased sources of supply saturating our neighborhoods with illegal drugs, thereby worsening the problem of addiction in the communities we serve. Without consistent support and project funding the short-term consequences would be immediate and would likely result in increased overdoses and overdose deaths. Long term impacts would include worsening addictions that would create catastrophic consequences to the quality of life in our communities. Worsening addictions over time would not only affect law enforcement and corrections facilities, but hospitals, emergency services, and treatment programs.

Problem Statement/Target Population

TARGET POPULATION: The Warren County Drug Task Force serves a diverse community encompassing a rural and urban population made up of all of Warren County and the City of Wilmington in Clinton County. According to the most recent available data obtained through the Ohio Department of Development and the United States Census Bureau, our combined target population is 259,055 citizens. This includes 246,553 in Warren County and 12,502 in the City of Wilmington in Clinton County.

We are located in southwest Ohio, between Dayton and Cincinnati. We are flanked by two major interstate highways (I-75 and I-71), allowing the flow of illegal drugs into our communities. This provides easy access for drug traffickers in Dayton and Cincinnati to prey upon our addicted population. The United States Census Bureau records our target population in Warren County as 84% white, 3.9% African American, 6.9% Asian, 2% two or more races, 3.2% Hispanic/other. The City of Wilmington reports 87.6% white, 4% African American, 1.1% Asian, 4.6% two or more races, 2.7% Hispanic/other.

Projected growth estimates anticipate a +20.70% population increase in Warren County by 2050, making our jurisdiction one of the top four fastest growing counties in the State of Ohio. Our enforcement area is currently over 414 square miles and covers 15 law enforcement jurisdictions, all of which rely solely on our drug task force for their specialized drug enforcement services. Without our drug task force, specialized drug investigations would not exist in our jurisdictions as other law enforcement agencies lack adequate staffing to replace our enforcement efforts.

Project Description

Please see the Request For Proposal (RFP) for this grant program for guidance on completing this section. The RFP can be found at www.ocjs.ohio.gov

PROJECT DESCRIPTION & ACTION PLAN: Our project description and action plan to address the previously mentioned problem involves a three-part strategy. Part-One is the continued coordination of specialized drug investigations with our existing multi-jurisdictional drug task force. These investigations directly impact the supply of drugs within the communities we serve. Part Two involves a new strategy for our task force involving collaboration with existing treatment services to expand access to recovery and support options to our addicted population. Part three is a continued coordinated effort to increase drug education and prevention strategies within our schools and throughout our community, with the assistance of a fully funded drug education professional.

Part One will involve the application of a variety of specialized investigative techniques to address the ongoing drug trafficking and drug abuse related problems, previously mentioned in our project application. These specialized techniques remain consistent regardless of changing drug threats throughout our jurisdiction. Our supervisory staff, partially funded by this project, will participate in and monitor all daily operations of our task force to include the activities and investigations of a highly trained team of detectives, as well as a uniform highway interdiction team. These specialized enforcement areas of our task force are essential to accomplishing our mission and reducing the overall availability of drugs being trafficked and abused throughout our jurisdiction .

The overall supervision of our task force is necessary to maintain the ongoing integrity and public trust expected of a professional law enforcement operation in 2023-2024. Approved project funding will be used to maintain our Assistant Field Commander (Sergeant) position. This is one of three current supervisory positions that also include the Commander (Major) and Field Commander (Lieutenant). These positions are necessary to serve our target population and provide consistent specialized drug enforcement operations, treatment and recovery support, and drug education services.

Our efforts to decrease the supply of drugs in our jurisdiction will include the use of a detective staff of ten personnel focusing on undercover operations, as well as drug diversion investigations. These detectives will utilize current and accepted techniques to target drug traffickers operating in and impacting our jurisdiction . In addition, our uniform interdiction team of three troopers and one uniform supervisor from the Ohio State Highway Patrol will continue to target the flow of illegal drugs into our jurisdiction and throughout southwest Ohio. This team is currently assisted by two drug detection canines. These enforcement efforts will be supported by our Investigative Assistant and a Criminal Intelligence Analyst from the Ohio National Guard Counter Drug Unit .

Our project model remains one of consistent and aggressive enforcement, in full compliance with Best Practices as developed by the Ohio Task Force Commanders Association. In addition, our project model also includes investigative techniques recommended through the Center for Problem-Oriented Policing as listed in Guide No. 31, for drug trafficking in open-air markets. This includes arresting drug sellers in buy and bust operations, intelligence-led investigative work, operating a telephone hotline for tips, and the encouragement of community action, that has been in existence at the Warren County Drug Task Force for 23+ years. These techniques have a lengthy history of producing positive results regardless of changing drug threats and continue to improve the overall quality of life in our communities.

The diversity of our task force increases our effectiveness and allows us to simultaneously address various drug trafficking and related offenses resulting in the maximum impact on the communities we serve . Historical data for 23+ years of task force operations, and the successes of our project model include approximately 6,700 criminal cases, 4,100+ felony drug arrests and approximately 1,229 search warrants. Additionally, as a result of these investigations, our task force has seized over 867 firearms and multi-millions of dollars in illegal drugs and drug proceeds. This type of enforcement activity is essential to maintaining the quality of life for our target population, in one of the fastest growing counties in Ohio.

Part Two is a newly established initiative within our task force. This new program includes our collaboration with the Helping Overdose through Prevention & Education Team ("HOPE Team"), operating in Warren County. This new initiative will include the production of trifold informational pamphlets containing current treatment and recovery resources for distribution during task force enforcement operations. This new program will also include direct coordination with the BRIDGE Initiative through the Ohio Department of Public Safety to provide immediate treatment resources to our addicted population.

Part three of our project will require our continued commitment to providing drug education to our community with an emphasis on

Project Description

parents and our school aged children. This involves our collaboration with the Substance Abuse Prevention Coalition of Warren County. We will continue to utilize various public events such as National Night Out, Touch a Truck, and other gatherings to present drug education presentations to the public. These public events provide a platform for us to engage with our community to emphasize the devastation associated with drug abuse. Our continued partnership with the Substance Abuse Coalition allows us to further extend our message by reaching parents and school age children during conferences, open houses and other individual and group school sessions. This remains part of our ongoing effort to stop addiction before it starts.

Edward Byrne Memorial Justice Assistance Grant (JAG) 2023

Organization: Greater Warren County Drug Task Force

2023-JG-A01-6252

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Sustainability/Accomplishments/Obstacles

Please see the Request For Proposal (RFP) for this grant program for guidance on completing this section. The RFP can be found at www.ocjs.ohio.gov

SUSTAINABILITY: The Warren County Drug Task Force recognizes the importance of a diverse sustainability plan to maintain staffing, and to ensure project longevity. The reality of unstable and inconsistent funding for drug task forces such as ours is a never-ending concern and remains a direct threat toward our ability to safely operate, and effectively improve the quality of life for our target population.

Our ongoing sustainability plan involves the use of multiple funding sources with the primary purpose of maintaining full time staffing to support our mission. While most of our investigative and enforcement staff remain fully funded by their employing agencies, our supervisory staff, one support person and all operating and investigative expenses are not. Our long-term plan involves the use of diversified funding sources including the Ohio High Intensity Drug Trafficking Area (HIDTA) Program, the Ohio Drug Law Enforcement Grant, the Justice Assistance Grant, the Recovery Ohio Law Enforcement Fund, as well as financial contributions from the Warren County Commissioners and most local communities within our jurisdiction.

The financial contributions requested annually from our local communities are based upon \$1 per citizen using the most recent Census numbers. This program is vital to help sustain our unit and also helps create strong partnerships with the jurisdictions we serve. As with all our funding sources this too is ever changing and unpredictable based upon the financial stability of our individual communities each year. While participation in this program is strongly supported by most larger jurisdictions, some smaller Villages and Townships are unable to participate on a regular basis. Without this creative funding program and collaboration with our community, we would be unable to continue to provide services to our target population at current staffing levels.

ACCOMPLISHMENTS: The Warren County Drug Task Force has existed in its current capacity for 23+ years. We remain the only law enforcement unit in our jurisdiction responsible for conducting specialized drug investigations in one of the fastest growing counties in the State of Ohio. Our accomplishments over the years have been many, to include the investigation of over 6,700 cases, resulting in over 4,100 arrests. Our task force has evolved from a 2-person team in 1999, to the 20-person, multi-jurisdictional task force it is today. Many investigations have resulted in arrests across the United States, directly impacting our target population and the quality of life in our jurisdiction.

Some highlights include a 2003 investigation of a large drug trafficking organization and a drug related homicide. This was a multi-year investigation resulting in (7) individuals being charged in connection with a murder, as well as one of the largest drug seizures in Warren County history to include 713 pounds of marijuana, 11+ pounds of crystal methamphetamine, 2.89 pounds of powdered Ecstasy, 34 kilograms of cocaine and 33,000 Xanax (Alprazolam) tablets. In 2007, our Drug Task Force completed a long-term investigation involving an undercover web page and the illegal sale of prescription drugs via the Internet. This investigation concluded in San Diego, CA when Warren County Drug Task Force detectives delivered 3,000 - 80mg OxyContin tablets to two Tjuana, Mexico residents involved in the illegal international distribution of prescription drugs. This delivery occurred after the suspects wire transferred a deposit into an undercover bank account in our jurisdiction.

In 2011, our Drug Task Force identified a multi-county, multi-state steroid trafficking organization responsible for distributing bulk amounts of steroids across the country. Drug Task Force Detectives traveled to Tennessee, executing search warrants and discovering a clandestine steroid laboratory. Seized during this investigation were 33,912-unit doses of steroids and 5,413 vials of injectable steroids. As a result of this investigation (32) individuals were indicted with over 248 felony counts for various drug trafficking crimes.

During 2017-2018, detectives targeted a large drug trafficking organization in the Dayton area. This organization was responsible for supplying kilogram quantities of methamphetamine throughout southwest Ohio to include multiple mid-level traffickers in Warren County. Five search warrants were executed during this investigation resulting in the seizure of 10 ounces of methamphetamine, 1500 fentanyl tablets and 23 firearms. This investigation resulted in (14) individuals being indicted by a federal grand jury. During 2020, detectives identified a California based cocaine source supplying our jurisdiction and others in southwest Ohio. Detectives successfully seized 25 kilos of cocaine and 9+ kilos of methamphetamine as a shipment arrived at a local truck stop. The California source and his courier were arrested and prosecuted. In 2021, detectives investigated an international source of Rx resulting in the seizure of 65,000-unit doses of various Rx drugs.

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Sustainability/Accomplishments/Obstacles

These accomplishments highlight only a few cases of many that emphasize the hard work and commitment of our Drug Task Force. These types of investigations directly impact the quality of life in our jurisdiction and continue to increase the support we receive from our community. Quality investigations continue to sustain the confidence of key stakeholders participating in the ongoing partnership of this project.

OBSTACLES: The primary obstacle impacting this ongoing project continues to be the instability of available funding to support the long-term operation of our Drug Task Force. This is especially critical in our jurisdiction as we remain the sole provider of specialized drug enforcement services to our target population. The reality of drug abuse and addiction are clear, requiring continued efforts to maintain our project.

Project Objectives

FIRST PROJECT OBJECTIVE

OBJECTIVE

Our first objective for this ongoing project is to maintain a consistent and acceptable number of cases in comparison to the average number of cases conducted in previous years. A two-year average will be applied to determine a baseline number and evaluate success. Consistent cases and specialized drug investigations will insure a proper response to the needs of our target population, regardless of any changing drug threats during the project period.

PERFORMANCE INDICATOR

Our performance indicator will be the total number of cases during this project period, compared to our past performance and activity during the calendar years of 2021 and 2022.

BASELINE NUMBER

As annual numbers of cases can fluctuate, averaging past performance establishes a reasonable baseline number to evaluate project activity. Our initial baseline number was identified as 456 cases and was established by averaging past performance data of 476 cases in 2021, and 437 cases in 2022.

HOW WILL PERFORMANCE DATA BE COLLECTED?

Data will be collected throughout the project period utilizing the drug task force investigative management system (Matrix) as cases are developed. This system is utilized by detectives to enter, update and maintain investigations. It is also utilized by support staff and supervisors to complete required reports for our task force Policy Board, OCJS (DISCO) and HIDTA.

SECOND PROJECT OBJECTIVE

OBJECTIVE

Our second objective is a new initiative at our task force. This newly created effort is designed to expand access to treatment and recovery services for our addicted population, in collaboration with the "Helping Overdose through Recovery & Education Team (HOPE Team) in Warren County. This objective will require the active engagement of task force detectives to distribute resource information during enforcement operations.

PERFORMANCE INDICATOR

This new initiative requires the development of a tri-fold drug treatment and addiction resource pamphlet to be distributed by task force staff. This is a joint effort with the HOPE Team, and the informational pamphlets will include contact information for recovery and treatment resources. These pamphlets will include the HOPE Team and Warren County DTF logo, as well as a sequential number on each pamphlet to allow for easy tracking to record the total number of contacts made by detectives.

BASELINE NUMBER

Because this is a new initiative and objective there is no historical data available to assist with establishing a baseline number. Based upon a review of overall enforcement activity during 2022, to include 132 search warrants, we have established an initial baseline number/goal of 50 contacts/referrals for this new initiative for the project period.

HOW WILL PERFORMANCE DATA BE COLLECTED?

Performance data for this objective will be collected throughout the project period utilizing the drug task force investigative management system (Matrix). Our existing reporting system, coupled with the sequential numbering of pamphlets will assist with tracking contacts and maintaining accurate records throughout the project period.

THIRD PROJECT OBJECTIVE

OBJECTIVE

Our third objective for this project is to conduct a consistent number of drug education and prevention presentations to our target population. This objective includes education events within our schools, and at community gatherings throughout our jurisdiction. We recognize that continued anti-drug use education and prevention remain critical in our efforts to stop addiction before it starts.

PERFORMANCE INDICATOR

The performance indicator for this objective will be the total number of events conducted during this project period. We remain committed to providing drug education to our target population and feel this objective must remain a priority of this project. This objective requires continued collaboration with the Substance Abuse Prevention Coalition of Warren County and an emphasis toward our school aged population, teachers and parents.

BASELINE NUMBER

Project Objectives

Drug education and prevention events for 2021 were recorded at 96, reaching citizens, teachers, parents and students. During 2022, 84 events were conducted reaching the same audience. A 20% reduction of this average is requested to accommodate the newly adjusted summer schedule of our education and prevention specialist with the Substance Abuse Coalition . This is due to the summer months when school is out and access to students is limited, establishing a baseline number of 72 events.

HOW WILL PERFORMANCE DATA BE COLLECTED?

Performance data for presentations within our schools will be monitored and collected through the Substance Abuse Prevention Coalition of Warren County. Data for community events and public presentations will be collected using current in-house systems within the Drug Task Force. All data will be reported to DISCO as required by OCJS on a weekly basis for immediate availability to DPS and other approved agencies.

Timeline/Activities

January 1, 2024 – March 30, 2024:

Conduct monthly policy board meetings (Supervisors)
Conduct staff meetings, monitor investigations, audit confidential funds, approve informant packets/operational plans (Supervisors)
Conduct training to include tactical operations, undercover emergencies & rescues, search warrant entries (Supervisors)
Conduct daily drug investigations, undercover operations, controlled buys, direct buys, surveillance, search warrants, etc. (Detectives)
Conduct drug diversion investigations, consult with doctors, pharmacies, nursing homes, suspect interviews, etc. (Diversion Detective)
Conduct highway interdiction operations - traffic stops, vehicle searches, etc. (Interdiction Team)
Conduct surveillance operations, knock-n-talks, search warrants, traffic stops, etc. (Detectives)
Prepare investigative reports, testify in court, grand jury (All sworn personnel)
De-conflict all target and operations through the Ohio HIDTA (Intelligence Analyst)
Attend quarterly information and intelligence meetings and other required functions conducted by OTFCA (Supervisors)
Conduct drug education presentations to public/schools (Supervisors, Investigative Assistant, Warren County Substance Abuse Coalition staff)
Submit DISCO reports and quarterly grant reports as required by OCJS (Supervisors)
Participate in all OTFCA Executive Board activities (Commander)

April 1, 2024 – June 30, 2024:

Conduct monthly policy board meetings (Supervisors)
Conduct staff meetings, monitor investigations, audit confidential funds, approve informant packets/operational plans (Supervisors)
Conduct training to include tactical operations, undercover emergencies & rescues, search warrant entries (Supervisors)
Conduct daily drug investigations, undercover operations, controlled buys, direct buys, surveillance, search warrants, etc. (Detectives)
Conduct drug diversion investigations, consult with doctors, pharmacies, nursing homes, suspect interviews, etc. (Diversion Detective)
Conduct highway interdiction operations - traffic stops, vehicle searches, etc. (Interdiction Team)
Conduct surveillance operations, knock-n-talks, search warrants, traffic stops, etc. (Detectives)
Prepare investigative reports, testify in court, grand jury (All sworn personnel)
Prepare quarterly reports using the standardized OCJS performance report (Commander)
De-conflict all target and operations through the Ohio HIDTA (Intelligence Analyst)
Attend quarterly information and intelligence meetings and other required functions conducted by OTFCA (Supervisors)
Conduct drug education presentations to public/schools (Supervisors, Investigative Assistant, Warren County Substance Abuse Coalition staff)
Submit DISCO reports and quarterly grant reports as required by OCJS (Supervisors)
Participate in all OTFCA Executive Board and HIDTA activities (Commander)

July 1, 2024 – September 30, 2024:

Conduct monthly policy board meetings (Supervisors)
Conduct staff meetings, monitor investigations, audit confidential funds, approve informant packets/operational plans (Supervisors)
Conduct training to include tactical operations, undercover emergencies & rescues, search warrant entries (Supervisors)
Conduct daily drug investigations, undercover operations, controlled buys, direct buys, surveillance, search warrants, etc. (Detectives)
Conduct drug diversion investigations, consult with doctors, pharmacies, nursing homes, suspect interviews, etc. (Diversion Detective)
Conduct highway interdiction operations - traffic stops, vehicle searches, etc. (Interdiction Team)
Conduct surveillance operations, knock-n-talks, search warrants, traffic stops, etc. (Detectives)
Prepare investigative reports, testify in court, grand jury (All sworn personnel)
Prepare quarterly reports using the standardized OCJS performance report (Commander)
De-conflict all target and operations through the Ohio HIDTA (Intelligence Analyst)
Attend quarterly information and intelligence meetings and other required functions conducted by OTFCA (Supervisors)

Timeline/Activities

Conduct drug education presentations to public/schools (Supervisors, Investigative Assistant, Warren County Substance Abuse Coalition staff)
Submit DISCO reports and quarterly grant reports as required by OCJS(Supervisors)
Participate in all OTFCA Executive Board and HIDTA activities (Commander)

October 1, 2024 – December 31, 2024:

Conduct monthly policy board meetings (Supervisors)
Conduct staff meetings, monitor investigations, audit confidential funds, approve informant packets/operational plans (Supervisors)
Conduct training to include tactical operations, undercover emergencies & rescues, search warrant entries (Supervisors)
Conduct daily drug investigations, undercover operations, controlled buys, direct buys, surveillance, search warrants, etc. (Detectives)
Conduct drug diversion investigations, consult with doctors, pharmacies, nursing homes, suspect interviews, etc. (Diversion Detective)
Conduct highway interdiction operations - traffic stops, vehicle searches, etc. (Interdiction Team)
Conduct surveillance operations, knock-n-talks, search warrants, traffic stops, etc. (Detectives)
Prepare investigative reports, testify in court, grand jury (All sworn personnel)
Prepare quarterly reports using the standardized OCJS performance report (Commander)
De-conflict all target and operations through the Ohio HIDTA (Intelligence Analyst)
Attend quarterly information and intelligence meetings and other required functions conducted by OTFCA (Supervisors)
Conduct drug education presentations to public/schools (Supervisors, Investigative Assistant, Warren County Substance Abuse Coalition staff)
Submit DISCO reports and quarterly grant reports as required by OCJS (Supervisors)
Participate in all OTFCA Executive Board and HIDTA activities (Commander)

Organization Capacity

The Warren County Drug Task Force has transitioned over the past 23+ years into a major operation with a staff of 20 personnel for calendar year 2023. We remain consistent with our primary mission to pursue those involved in mid to upper level drug trafficking activities. This includes the investigation of drug trafficking organizations, money laundering organizations, bulk currency smuggling, highway interdiction operations and prescription drug diversion crimes. Our staff includes a team of detectives specializing in covert operations, a uniform highway interdiction team from the Ohio State Highway Patrol, a prescription drug diversion detective, an investigative assistant/property room manager and a criminal intelligence analyst from the Ohio National Guard Counterdrug Unit.

The Warren County Drug Task Force is a designated initiative of the Ohio High Intensity Drug Trafficking Area (HIDTA) program. The following local, state and federal agencies provide personnel to our task force and operate from our facility: Warren County Sheriff's Office, Franklin Police Department, Lebanon Police Department, Springboro Police Department, Wilmington Police Department, Monroe Police Department, Hamilton Township Police Department, Ohio Bureau of Criminal Investigation (BCI), Ohio National Guard Counter Drug Unit, Ohio State Highway Patrol, and the Federal Bureau of Investigation (FBI). We actively participate in the de-confliction services offered through the Ohio HIDTA program and receive HIDTA funding that is currently used to provide a 30,000 square foot facility that is our covert office/warehouse space. Our current drug task force facility consists of office space, evidence storage areas, a covert equipment area, conference room, computer/cell phone analysis office, large training room (50+ seats), and a large warehouse area for storage of undercover and seized vehicles.

Our drug education efforts continue to be successful due to our partnership with the Substance Abuse Prevention Coalition of Warren County. This remains a critical part of our overall mission to stop addiction before it starts, by delivering a strong anti-drug message to our community, with an emphasis on our school age children. Our newest initiative involves our collaboration with the Helping Overdose through Prevention & Education Team (HOPE Team) in Warren County. This team conducts follow-up with overdose victims in our community offering assistance and drug treatment options. This newly formed relationship allows our task force to actively expand access to treatment resources during our enforcement operations.

Additional community partners include our Warren County Commissioners as well as Council and Trustees from all cities, townships and villages within our jurisdiction. These partners each provide a financial contribution to our task force in support of our overall mission each year, and regularly engage with our staff. Annual reports and presentations are provided to these community partners by our Commander regarding drug trends and task force activity.

The diversity of our task force allows us to simultaneously address various drug trafficking and related offenses resulting in the maximum impact on the communities we serve. Historical data for these 23+ years documenting the activity of our task force includes approximately 6,700 criminal cases, 4,100 arrests and 1,229 search warrants. Additionally, as a result of these investigations, our task force has seized over 867 firearms, and multi-millions of dollars-worth of illegal drugs. This type of enforcement activity is essential to maintaining a positive quality of life in one of the fastest growing counties in Ohio. Our drug task force remains the only law enforcement unit conducting specialized drug investigations on a full-time basis within our combined jurisdictions and area of operation.

At the time of this application, the full time supervision of the drug task force includes the Commander (Major), Field Commander (Lieutenant) and Assistant Field Commander (Sergeant). The Commander, from the Warren County Sheriff's Office, is a 31-year veteran of law enforcement with over 26 years of investigative experience, and 23 years assigned to the drug task force. The Field Commander, from the Warren County Sheriff's Office, is a 24-year veteran of law enforcement with a blended background of uniform patrol, both as a deputy and a supervisor, as well as investigations. Criminal Investigations include assignments include administrative investigations, criminal investigations (supervisor), and most recently was assigned to the drug task force. The Assistant Field Commander, also from the Warren County Sheriff's Office, is a 25-year veteran of law enforcement with over 14 years of investigative experience, and 10 years assigned to the drug task force.

The current Commander has extensive experience with administrating grant funded projects for the past 20+ years. He has participated in, managed, supervised and administrated previous grant funded projects ranging from \$25,000 to \$200,000+ and has consistently accomplished project objectives. The Commander also serves on the Executive Board of the Ohio Task Force Commander's Association as the Southwest Ohio District Representative and recently assisted with developing Best Practices for all Ohio Drug Task Forces. The Warren County Drug Task Force has successfully completed all past audits and maintains full

Organization Capacity

compliance with all reporting requirements of OCJS and the Ohio High Intensity Drug Trafficking Area (HIDTA) program. We are committed to the overall efforts of the Ohio Drug Interdiction, Disruption and Reduction Plan and are fully prepared to comply with any and all pre-award conditions of this project should our project be approved and funded.

Collaboration Board

The Warren County Drug Task Force Collaboration Board (also referred to as our Policy Board) is made up of the below listed agencies. Also listed is the role of each agency reflecting their ongoing commitment to this project.

Warren County Sheriff's Office - Provides a full-time detective & salary plus overtime. The Sheriff's Office also allows for the current Major, Lieutenant, Sergeant, drug diversion detective & Investigative Assistant positions, all contingent upon project funding. The Warren County Sheriff serves on our Policy Board and the Sheriff's Office also provides all services regarding the fiscal management of the drug task force as well as property room management.

Warren County Prosecutor's Office - Provides consistent legal support, a Prosecutor's Investigator one day per week to assist with case preparation for Grand Jury and other operational needs. The Warren County Prosecutor serves on our Policy Board.

Lebanon Police Department - Provides one full time detective & salary plus overtime. In addition to providing a full-time detective, the City of Lebanon also makes a financial contribution toward the operation of our task force. The Lebanon Chief of Police serves as the Chairman of our Policy Board.

Wilmington Police Department - Provides one full-time detective & salary plus overtime. The Wilmington Chief of Police serves on our Policy Board.

Monroe Police Department - Provides one full time detective & salary plus overtime. In addition to providing a full-time detective, the City of Monroe also makes a financial contribution toward the operation of our task force. The Monroe Chief of Police serves on our Policy Board.

Springboro Police Department - Provides one full time detective & salary plus overtime. In addition to providing a full-time detective, the City of Springboro also makes a financial contribution toward the operation of our task force. The Springboro Police Chief serves on our Policy Board.

Franklin Police Department - Provides one full time detective & salary plus overtime. In addition to providing a full-time detective, the City of Franklin also makes a financial contribution toward the operation of our task force. The Franklin Chief of Police serves on our Policy Board.

Hamilton Township Police Department - Provides one full time detective & salary plus overtime. In addition to providing a full-time detective, Hamilton Township also makes a financial contribution toward the operation of our task force. The Hamilton Township Chief of Police serves on our Policy Board.

Clearcreek Township Police Department - Provides a financial contribution toward operating expenses at \$1 per person based upon population of their individual jurisdiction. The Clearcreek Township Chief of Police serves on our Policy Board.

Mason Police Department - Provides a financial contribution toward operating expenses and our drug diversion position in excess of the \$1 per person request. The City of Mason has made an increased financial contribution since 2018. The Mason Chief of Police also serves on our Policy Board.

Waynesville Police Department - Provides a financial contribution toward operating expenses at approximately \$3 per person based upon the population of their jurisdiction. The Waynesville Chief of Police serves on our Policy Board.

Loveland Police Department - Provides a financial contribution toward operating expenses at \$1 per person based upon population of their individual jurisdiction. The Loveland Chief of Police serves on our Policy Board.

Carlisle Police Department - Provides a financial contribution toward operating expenses at \$1 per person based upon population of their individual jurisdiction. The Carlisle Chief of Police serves on our Policy Board.

Harveysburg Police Department - Provides a financial contribution toward operating expenses at \$1 per person based upon population of their individual jurisdiction. The Harveysburg Chief of Police serves on our Policy Board.

Collaboration Board

Our Policy Board meets on a monthly basis, the first Tuesday of each month. Meeting minutes are maintained and emailed to each board member following each monthly meeting. Monthly meetings include the approval of the prior months meeting minutes, a drug task force financial review, a briefing of active investigations, training updates, drug education & prevention plans, grant status and any other pertinent information.

Policy Board members have the opportunity to further inquire about the information provided. They provide input, oversight and guidance regarding all task force activities. The drug task force prepares an annual budget each year that is approved by the Policy Board and the Warren County Commissioners. Task force expenditures are also brought to the board for approval throughout the year. Additionally, all operating policy & procedures are approved by the Policy Board.

The overall support from our Policy Board is impressive with an excellent attendance rate at monthly meetings. Estimations would be that the average meeting attendance is consistently 90%+. Consistently the Ohio State Highway Patrol and some of our federal partners will attend Policy Board meetings to observe and provide information and input. We welcome their attendance as they have personnel assigned to the Warren County Drug Task Force as a result of our HIDTA designation and ongoing collaboration with their agencies.

We are fortunate to have these excellent partnerships between participating agencies. Our Policy Board fully understands the need for the ongoing collaboration of our member agencies to be most effective and provide the best possible services to our jurisdictions.

Click the Browse button to upload attachments and/or letters, then click **Save** to attach to the application.

[https://www.ocjsgnats.com/_Upload/617362_957597-CollaborationLetters\(JAG-2023\).pdf](https://www.ocjsgnats.com/_Upload/617362_957597-CollaborationLetters(JAG-2023).pdf)

Executive Summary

The Executive Summary serves as a concise and accurate description of the proposed project. Information in the Summary is forwarded to the Governor's Office and other local, state and federal agencies for public information requests. Summary information must be submitted in the space provided.

The purpose statement is a clear concise statement that explains the purpose of the project. It describes what the applicant is going to do; the population that is going to be served; how it will be accomplished; and why it is important.

PURPOSE STATEMENT

Our project description and action plan designed to address the problem discussed below involves a three-part strategy. Project funding supports the ongoing supervision of our task force, and the implementation of our strategic plan. Part-One involves the continued coordination of specialized drug investigations with our existing multi-jurisdictional drug task force. These investigations directly impact the supply of drugs within the communities we serve. Part Two involves a new strategy for our task force involving collaboration with existing treatment services to expand access to recovery and support options to our addicted population. Part three is a continued coordinated effort to increase drug education and prevention strategies within our schools and throughout our community, with the assistance of a fully funded drug education professional through the Substance Abuse Prevention Coalition of Warren County.

Part-One will involve the application of a variety of specialized investigative techniques and in-house resources to address the ongoing drug trafficking and drug abuse related problems, previously mentioned in our project application. These specialized techniques remain consistent regardless of changing drug threats throughout our jurisdiction. Our supervisory staff, partially funded by this project, will participate in and monitor all daily operations of our task force to include the activities and investigations of a highly trained team of detectives, as well as a uniform highway interdiction team. These specialized enforcement areas of our task force are essential to accomplishing our mission and reducing the overall availability of methamphetamine, heroin/fentanyl, cocaine, prescription drugs, and other drugs being trafficked and abused throughout our jurisdiction.

Part-Two is a newly established initiative within our task force. This new program includes our collaboration with the Helping Overdose through Prevention & Education Team ("HOPE Team"), operating in Warren County. This new initiative will include the production of trifold informational pamphlets containing current treatment and recovery resources for distribution during task force enforcement operations.

Part-three of our project will require our continued commitment to providing drug education to our community with an emphasis on parents and our school aged children. This involves our collaboration with the Substance Abuse Prevention Coalition of Warren County. We will continue to utilize various public events such as National Night Out, Touch a Truck, and other gatherings to present drug education presentations to the public. These public events provide a platform for us to engage with our community to emphasize the devastation associated with drug abuse. Our continued partnership with the Substance Abuse Coalition allows us to further extend our message by reaching parents and school age children during conferences, open houses and other individual and group school sessions. This remains part of our ongoing effort to stop addiction before it starts.

The Warren County Drug Task Force serves a diverse community encompassing a rural and urban population made up of all of Warren County and the City of Wilmington in Clinton County. According to the most recent available data obtained through the Ohio Department of Development and the United States Census Bureau, our combined target population is 259,055 citizens. This includes 246,553 in Warren County and 12,502 in the City of Wilmington in Clinton County. We are located in southwest Ohio, between Dayton and Cincinnati. We remain the only task force in our jurisdiction and the sole provider of specialized drug investigations in the communities we serve.

PROBLEM STATEMENT

Our primary problem to be addressed by this project are the ongoing drug trafficking activities and other drug related offenses occurring throughout the communities we serve. As our population continues to grow, so too does our number of addicted citizens. Our growing population provides a significant customer base for local drug traffickers, as well as traffickers operating from nearby Dayton and Cincinnati, Ohio. These two large metropolitan areas remain the most significant source cities for the majority of illegal

Executive Summary

drugs impacting our jurisdiction on a daily basis. The collateral damage of all drug trafficking activities continues to negatively impact people's lives and effects overall crime throughout our jurisdiction .

We have continued to experience a changing primary drug threat from heroin and fentanyl to crystal methamphetamine . The availability of crystal methamphetamine remains consistent, with unlimited sources of supply located throughout our jurisdiction and southwest Ohio. Regardless of this trend shift, the devastation of the heroin/fentanyl crisis remains present in our communities. Although crystal methamphetamine and heroin/fentanyl remain our greatest threats, other commonly trafficked and abused drugs such as cocaine, marijuana, hash products and others continue to be readily available.

PROJECT DESCRIPTION

Our project description includes a three-part strategy. Part-One is to coordinate specialized drug investigations using our existing multi-jurisdictional Drug Task Force, to decrease the supply of drugs within the communities we serve. This will involve the application of specialized investigative techniques to address the ongoing drug trafficking and abuse problems mentioned in our application.

Part-Two is a newly established initiative within our task force designed to encourage treatment and educate our addicted population. This new program includes our collaboration with the Helping Overdose through Prevention & Education Team ("HOPE Team"), operating in Warren County. This new initiative will include the production of trifold informational pamphlets containing current treatment and recovery resources for distribution by detectives to our addicted population during enforcement operations.

Part-three of our project requires our continued commitment to providing drug education to our community with an emphasis on parents and our school aged children. This involves our collaboration with the Substance Abuse Prevention Coalition of Warren County. We will continue to utilize various public events such as National Night Out, Touch-a-Truck, and other gatherings to present drug education presentations to the public. These public events provide a platform for us to engage with our community to emphasize the devastation associated with drug abuse.

PARTICIPATING AGENCIES / COLLABORATION

The Warren County Drug Task Force participating agencies and collaboration Board (also referred to as our Policy Board) is made up of the below listed agencies.

Warren County Sheriff's Office
Warren County Prosecutor's Office
Ohio Bureau of Criminal Investigation (BCI)
Lebanon Police Department
Wilmington Police Department
Springboro Police Department
Franklin Police Department
Monroe Police Department
Hamilton Township Police Department
Clearcreek Township Police Department
Carlsle Police Department
Mason Police Department
Waynesville Police Department
Loveland Police Department
Harveysburg Police Department
Ohio State Highway Patrol (OSP)
Federal Bureau of Investigation (FBI)
Substance Abuse Prevention Coalition of Warren County

Our Policy Board meets on a monthly basis, on the first Tuesday of each month. The Commander conducts the meeting which includes a review of the prior months meeting minutes, a financial review, briefing of active investigations, training updates, drug

Executive Summary

education & prevention plans, grant status and any other pertinent information for the month. Policy Board members may inquire about the information presented. Our Board provides input, oversight and guidance regarding all task force activities. The Drug Task Force also prepares an annual budget each year that is approved by the Policy Board and the Warren County Commissioners .

Consultants/Contracts

Consultant and Contract rates cannot exceed \$81.25 per hour or \$650 per 8-hour day.

Name	Hourly Fee	Hours	Total
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
Consultants/Contracts Total:			\$0

Provide justification, method of procurement and basis of selection.

Travel

Mileage rate cannot exceed federal mileage rate.

Travel costs cannot exceed the State of Ohio rates established by the Office of business and Management (OBM).

✓ If this page is not applicable, check this box and click **SAVE**.

A. Auto	No. Miles	Per Mile	Total
			\$0
			\$0
B. Commercial	Destination	Fare	Total
			\$0
			\$0
C. Per Diem: (Meal & Lodging Only)	No. of days	Rate	Total
			\$0
			\$0
D. Other: (Specify)	No. Items	Rate	Total
			\$0
			\$0
		Travel Total:	\$0

Provide justification for travel (Costs must relate to the project staff & objectives).

Supplies

If this page is not applicable, check this box and click **SAVE**.

List of Items to be Purchased	Quantity	Unit Price	Total
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
		Supplies Total:	\$0

Provide justification for the supplies; provide allocation method.

Other Costs

Audit costs are only supported for Non-Federal entities that expend \$750,000 or more in Federal funds in the organization's fiscal year and are required to arrange for a single organization-wide audit.

✓ If this page is not applicable, check this box and click **SAVE**.

Other Charges	Cost	Terms	Total
Rent-Facilities			\$0
Cost of Ownership			\$0
Telephone			\$0
Utilities			\$0
Bookkeeping/Audit			\$0
Maintenance			\$0
Clerical			\$0
Auto Lease/ST Rental			\$0
Equipment Lease/ST Rental			\$0
Photocopying			\$0
Printing			\$0
Other (Specify)			\$0
Other (Specify)			\$0
Other (Specify)			\$0
		Other Costs Total:	\$0

Provide justification for other costs; provide allocation methods where appropriate.

Confidential Funds (Applies to Drug Task Force Projects Only)

✓ If this page is not applicable, check this box and click **SAVE**.

Implementing Agency	Total
Confidential Funds	\$0
Confidential Fund Total:	\$0

Provide justification for Confidential Funds.

Indirect Costs

Indirect Costs may not be used for match.

✓ If this page is not applicable, check this box and click **SAVE**.

Amount of Direct Costs Less Equipment	Percent 0 to 10% %	Total
		\$0
	Indirect Cost Total:	\$0

Provide justification for Indirect Cost.

Click the Browse button to upload a copy of your federally approved plan, then click **SAVE** to attach to the application.

Edward Byrne Memorial Justice Assistance Grant (JAG) 2023

Organization: Greater Warren County Drug Task Force

2023-JG-A01-6252

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Budget Request By Resource & Cost Category

	1. Matching Funds		2. OCJS Funds	3. Total
	Cash	Inkind		
1. Personnel	\$16,911.59		\$50,734.77	\$67,646.36
2. Consultant/Contracts				\$0
3. Travel				\$0
4. Equipment				\$0
5. Supplies				\$0
6. Other Costs				\$0
7. Confidential Funds				\$0
8. Indirect Cost				\$0
9. Total Project Budget	\$16,911.59	\$0	\$50,734.77	\$67,646.36
OCJS decision				

Please list other Federal, State and Local funding sources received or projected to be received by your Agency in support of the proposed project. If funding is pending please state the projected award date.

Funding Source	Amount	Award Date	Projected Award Date (If applicable)
See Below			

What other funding sources are received by your agency in support of your overall program?

- \$184,000.00 (Ohio HIDTA Program - Approximate annual funding for covert facility rent and radio fees)
- \$163,000.00 (Warren County Commissioners - Approximate annual contribution. Used toward operating costs of task force and a portion of salary costs for Investigative Assistant, Commander (Major), Field Commander (Lieutenant), and Assistant Field Commander (Sergeant), Annual cost of Records Management System (RMS).
- \$250,000.00+ (Various annual contributions from governmental entities within Warren County) - Contributions vary each year. Used toward operating costs of task force and salary cost for prescription drug diversion detective.
- \$50,000.00 to \$60,000.00 (Justice Assistant Grant) – If funded this award will assist with a portion of the salary of our Assistant Field Commander (Sergeant).
- \$50,000.00-\$131,000.00 (Recovery Ohio Law Enforcement Fund) – If funded this will assist with a portion of the salary cost of our Commander (Major), Field Commander (Lieutenant), and Assistant Field Commander (Sergeant).
- \$80,000.00-\$120,000.00 (Drug Law Enforcement Grant Fund) - If funded this will assist with a portion of the salary cost of our Commander (Major), Field Commander (Lieutenant), and Assistant Field Commander (Sergeant).

	Amount	Percentage %
OCJS Funds Requested:	\$50,734.77	75.00
Cash Match:	\$16,911.59	25.00

Edward Byrne Memorial Justice Assistance Grant (JAG) 2023

Organization: Greater Warren County Drug Task Force

2023-JG-A01-6252

Version Date: 01/10/2024 18:32:58

Budget Request By Resource & Cost Category

In-Kind Match:	\$0	0.00
Total Project Budget:	\$67,646.36	100.00

Pre Award Conditions

On behalf of the Ohio Office of Criminal Justice Services (OCJS), I am pleased to inform you that your Edward Byrne Memorial Justice Assistance Grant (JAG) 2023 application has been recommended for funding. In order to receive funding for your project, please address the attached conditions and provide any required forms or documents as requested. Please respond to the conditions no later than 1/26/2024.

Please note that all conditions must be addressed to receive Edward Byrne Memorial Justice Assistance Grant (JAG) 2023 funding, and that failure to return this documentation may jeopardize funding. For additional information or help regarding these conditions or forms, please contact your grants coordinator.

Section to attach documents in support of Pre-Award Conditions.

1. Please follow the instructions above and click the appropriate link to access and download the pre-award conditions forms for your project. You must complete and upload the signed package of pre-award conditions IN ADDITION to responding and submitting any other additional conditions relevant to your project. Signatures must match the names on the title page.

Complete

2. Please go back into your application and modify your previously submitted budget. Please incorporate any other pre-award conditions assigned into the budget as applicable. The budget may not exceed the following amounts: OCJS Funds = \$50,734.77; Match = \$16,911.59; Total Project Costs = \$67,646.36. Please review the budget instructions and be sure all necessary information is provided, including the budget narrative. Please revise the project objectives, if necessary, as a result of the revised award amount.

Complete

3. Each JAG and VAWA subrecipient is required to attend a mandatory grant orientation. The grant orientation will provide an overview of the policies that apply to OCJS grant awards. An orientation is scheduled to take place via webinar on January 24, 2024 at 10:00 AM. At least one person associated with the project must attend the orientation. It is recommended that all staff responsible for administering both programmatic and fiscal aspects of the grant attend. Failure to attend the orientation may result in the delay in grant payment processing and potential cancellation of funds. Registration for the webinar is accessed at the following link: <https://attendee.gotowebinar.com/register/8654061838911112540>

Registration confirmation and instructions on how to connect to the webinar will be emailed prior to the webinar. Please ensure your registration contact information and grant number are entered accurately on the form.

Complete

4. Within the Problem Statement Page, please include national statistics. Why are the current community resources not sufficient to address the problem?

Complete

5. Within the Project Description Page, how will fidelity be ensured?

Complete

6. Within the Project Objectives Page, performance measure needs fixed. How many will you give out? Please contact Richard Meadows for guidance.

This is fine. LAM

Complete ✓

7. Within the Collaboration Board Page, there is a letter of support from the Ohio BCI but they are not mentioned in the Collaboration Board page.

Pre Award Conditions

This is fine. LAM

Complete ✓

8. Provide proof that your agency is registered and is currently designated as active with SAM.gov by uploading a copy of the Entity Overview or Entity Record at: <https://www.sam.gov/portal/public/SAM>

Complete

9. The Project Director Acknowledgement is required. Please go to the Pre Award Conditions section at the bottom of the page and put a check mark in the box where there is bold writing – Project Director Acknowledgement – then hit the SAVE button at the top. Go back and click on the HERE under the Project Director Acknowledgement to send the application back.

Complete

10. The Bureau of Justice Assistance (BJA) requires performance measurements for all grants to be reported quarterly. The performance measure data is reported in the BJA Performance Measurement Tools (PMT) website: <https://bjapmt.ojp.gov/>.

Your username is your email address and your password is one you already have established or will establish if you are a new project director. For questions regarding this contact our office.

The report must be completed quarterly. The due dates are: April 15, July 15, October 15 and January 15. Late reports will be considered overdue and may be subject to freezing of funds. For additional information on how to complete the PMT please see the Instruction manual <https://bjapmt.ojp.gov/help/JAGPMTTrainingCombined.pdf>.

Complete

11. If federal and/or matching funds are requested for confidential funds in the detailed budget application, please upload the Confidential Funds Certificate. This certificate can be accessed at http://www.ocjs.ohio.gov/grant_forms.stm.

Complete ✓

12. Within 120 days of award acceptance, each current member of a law enforcement task force funded with award funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, must complete required online (internet-based) task force training. Additionally, all future task force members must complete this training once during the period of performance for this award, or once every four years if multiple OJP awards include this requirement.

Complete

13. The required training is available free of charge online through the BJA-funded Center for Task Force Integrity and Leadership (www.ctfli.org). The training addresses task force effectiveness, as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability. If award funds are used to support a task force, the recipient must compile and maintain a task force personnel roster, along with course completion certificates.

Additional information regarding the training is available through BJA's web site and the Center for Task Force Integrity and Leadership (www.ctfli.org).

Complete

14. Any project with Program Income must complete the Program Income worksheet and upload it in the QSR section when completing a payment request. An example of the program income worksheet can be found in the Grant Forms section of ocjs.ohio.gov.

Complete ✓

15.

Complete

16.

Complete

17.

Complete

Pre Award Conditions

18.

Complete

19.

Complete

20.

Complete

Project Director acknowledgement that Pre-Award conditions have been met.

Grant Coordinator acknowledges the Pre-Award conditions have been cleared.

Total OCJS Amount

Total Match Amount

Total Amount \$0

Grant Planner acknowledges the Pre-Award conditions have been cleared.



COUNTY OF WARREN

Unique Entity ID VK7ZTVZ8EE51	CAGE / NCAGE 4NQ49	Purpose of Registration Federal Assistance Awards Only
Registration Status Active Registration	Expiration Date Aug 21, 2024	
Physical Address 406 Justice DR Lebanon, Ohio 45036-2385 United States	Mailing Address 406 Justice Drive Lebanon, Ohio 45036-2385 United States	

Additional Information

Doing Business as Board of Commissioners	Division Name (blank)	Division Number (blank)
Congressional District Ohio 01	State / Country of Incorporation (blank) / (blank)	URL (blank)

Registration Dates		
Activation Date Aug 24, 2023	Submission Date Aug 22, 2023	Initial Registration Date Feb 13, 2007

Entity Dates	
Entity Start Date Jan 1, 1803	Fiscal Year End Close Date Dec 31

Immediate Owner	
CAGE (blank)	Legal Business Name (blank)

Highest Level Owner	
CAGE (blank)	Legal Business Name (blank)

Executive Compensation

In your business or organization's preceding completed fiscal year, did your business or organization (the legal entity to which this specific SAM record, represented by a Unique Entity ID, belongs) receive both of the following: 1. 80 percent or more of your annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements and 2. \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

No

Does the public have access to information about the compensation of the senior executives in your business or organization (the legal entity to which this specific SAM record, represented by a Unique Entity ID, belongs) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

Not Selected

Proceedings Questions

Is your business or organization, as represented by the Unique Entity ID on this entity registration, responding to a Federal procurement opportunity that contains the provision at FAR 52.209-7, subject to the clause in FAR 52.209-9 in a current Federal contract, or applying for a Federal grant opportunity which contains the award term and condition described in 2 C.F.R. 200 Appendix XII?

No

Does your business or organization, as represented by the Unique Entity ID on this specific SAM record, have current active Federal contracts and/or grants with total value (including any exercised/unexercised options) greater than \$10,000,000?

Not Selected

Within the last five years, had the business or organization (represented by the Unique Entity ID on this specific SAM record) and/or any of its principals, in connection with the award to or performance by the business or organization of a Federal contract or grant, been the subject of a Federal or State (1) criminal proceeding resulting in a conviction or other acknowledgment of fault; (2) civil proceeding resulting in a finding of fault with a monetary fine, penalty, reimbursement, restitution, and/or damages greater than \$5,000, or other acknowledgment of fault; and/or (3) administrative proceeding resulting in a finding of fault with either a monetary fine or penalty greater than \$5,000 or reimbursement, restitution, or damages greater than \$100,000, or other acknowledgment of fault?

Not Selected

Active Exclusions Records?

No

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

Yes

Business Types

Entity Structure U.S. Government Entity	Entity Type US Local Government	Organization Factors (blank)
Profit Structure (blank)		

Socio-Economic Types

Check the registrant's Reps & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

Government Types

U.S. Local Government
County
Other Government Entities
Housing Authorities Public/Tribal
Planning Commission
Port Authority
Airport Authority
Transit Authority
Council of Governments

Financial Information

Accepts Credit Card Payments No	Debt Subject To Offset No
---	-------------------------------------

EFT Indicator 0000	CAGE Code 4NQ49
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Electronic Funds Transfer

Account Type Checking	Routing Number *****5708	Lock Box Number (blank)
Financial Institution LCNB NATIONAL BANK	Account Number *****29	

Automated Clearing House

Phone (U.S.) 5139321414	Email (blank)	Phone (non-U.S.) (blank)
Fax (blank)		

Remittance Address

**WARREN COUNTY OFFICE OF GRANTS
ADMINISTRATION
406 Justice Drive
Lebanon, Ohio 45036
United States**

Basic Information

EIN *****0058	Type of Tax Applicable Federal Tax	Taxpayer Name WARREN COUNTY BOARD OF COMMISSIONERS
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Tax Year (Most Recent Tax Year) Aug 24, 2023 03:04:12 PM GMT	Name/Title of Individual Executing Consent	TIN Consent Date
--	--	------------------

2006

County Administrator

Aug 22, 2023

Address

Signature

406 Justice DR
Lebanon, Ohio 45036

MARTIN RUSSELL

Accounts Receivable POC

⌘
SUSANNE MASON
masosu@co.warren.oh.us
5136951210

Electronic Business

⌘
Susanne Mason, Ms
masosu@co.warren.oh.us
5136951210

406 Justice Drive
Lebanon, Ohio 45036
United States

SUSANNE MASON
MASOSU@CO.WARREN.OH.US
5136951210

406 Justice Drive
Lebanon, Ohio 45036
United States

Government Business

⌘
Susanne Mason
masosu@co.warren.oh.us
5136951210

406 Justice Drive
Lebanon, Ohio 45036
United States

SUSANNE MASON
MASOSU@CO.WARREN.OH.US
5136951210

406 Justice Drive
Lebanon, Ohio 45036
United States

Past Performance

⌘
SUSANNE MASON
MASOSU@CO.WARREN.OH.US
5136951210

406 Justice Drive
Lebanon, Ohio 45036
United States

VICKI PERRY
perrvs@co.warren.oh.us
5136951323

406 Justice Drive
Lebanon, Ohio 45036
United States

NAICS Codes

Primary	NAICS Codes	NAICS Title
---------	-------------	-------------

IGT Size Metrics

Annual Revenue (from all IGTs)
(blank)

Worldwide

Annual Receipts (in accordance with 13 CFR 121) (blank)	Number of Employees (in accordance with 13 CFR 121) (blank)
--	--

Location

Annual Receipts (in accordance with 13 CFR 121) (blank)	Number of Employees (in accordance with 13 CFR 121) (blank)
--	--

Industry-Specific

Barrels Capacity (blank)	Megawatt Hours (blank)	Total Assets (blank)
-----------------------------	---------------------------	-------------------------

This entity did not enter the EDI information

[REDACTED]

This entity does not appear in the disaster response registry.

Title Page

A. Program Area: ✓ A01 - Multi-Jurisdictional Task Forces Programs
 A02 - Law Enforcement Programs
 B01 - Crime Prevention Programs
 C01 - Adult and Juvenile Corrections, Community Corrections and Reentry Programs
 D01 - Courts, Defense, Prosecution and Victim Service Programs
 D02 - Specialized Dockets
 E01 - Cross-Agency and Cross-System Collaboration, Training and Research Programs

B. Title of Project: Greater Warren County Drug Task Force

C. Project Period: 1/1/2024 to: 12/31/2024 Extension:

D. Continuation of Subgrant Number: 2021-JG-A01-6252

E. Focus of Application: City ✓ County Township Village State

F. Budget Summary: OCJS Funds: \$50,734.77
 Cash Match: \$16,911.59
 Inkind Match: \$0
 Total Budget: \$67,646.36

See Directives for Eligibility

G. Project Director: Prefix: Mr. First Name: Steven M.I.: C Last Name: Arrasmith Suffix:

Title: Major/Commander **Agency:** Greater Warren County Drug Task Force

Address: 822 Memorial Drive **City:** Lebanon **Zip:** 45036 - 2355

Phone: 513-695-0070 Ext.5850 **Fax:** 513-336-0070

Email: arrasmith@wcdtf.org **County:** Warren

H. Implementing Prefix: Mr. First Name: Steven M.I.: C Last Name: Arrasmith Suffix:

Title: Major/Commander **Agency:** Greater Warren County Drug Task Force

Address: 822 Memorial Drive **City:** Lebanon **Zip:** 45036 - 2355

Phone: 513-695-0070 Ext.5850 **Fax:** 513-336-0070

Email: Arrasmith@wcdtf.org **County:** Warren

Website:

I. Subgrantee: Prefix: Mr. First Name: David M.I.: G Last Name: Young Suffix:

Title: County Commissioner - President **Agency:** Warren County Commissioners

Address: 406 Justice Drive **City:** Lebanon **Zip:** 45036 - 2355

Phone: 513-695-1250 Ext. **Fax:** 513-695-2054 **Subgrantee**

Email: david.young@co.warren.oh.us **County:** Warren **Tax I.D.:** 316000058

Vendor ID and Address code to be completed by OCJS:

Duns Number: VK7ZTVVZ8EE
5

Non-State Agency OAKS Vendor ID	OAKS Address Code	Primary Place of Performance:
		City: Lebanon
State Agency OAKS Vendor ID	Vendor Location	State: Ohio
		Zip: 45036 - 2355

Overage

* UPDATED SUBGRANTEE - NEW COUNTY COMMISSIONER PRESIDENT FOR PROJECT PERIOD - 1/10/24



Title Page

Split Funding

Edward Byrne Memorial Justice Assistance Grant (JAG) 2023

Organization: Greater Warren County Drug Task Force

2023-JG-A01-6252

Budget Request By Resource & Cost Category

	1. Matching Funds		2. OCJS Funds	3. Total
	Cash	InKind		
1. Personnel	\$16,911.59		\$50,734.77	\$67,646.36
2. Consultant/Contracts				\$0
3. Travel				\$0
4. Equipment				\$0
5. Supplies				\$0
6. Other Costs				\$0
7. Confidential Funds				\$0
8. Indirect Cost				\$0
9. Total Project Budget	\$16,911.59	\$0	\$50,734.77	\$67,646.36
OCJS decision				

Please list other Federal, State and Local funding sources received or projected to be received by your Agency in support of the proposed project. If funding is pending please state the projected award date.

Funding Source	Amount	Award Date	Projected Award Date (if applicable)
See Below			

What other funding sources are received by your agency in support of your overall program?

- \$184,000.00 (Ohio HIDTA Program - Approximate annual funding for covert facility rent and radio fees)
- \$163,000.00 (Warren County Commissioners - Approximate annual contribution. Used toward operating costs of task force and a portion of salary costs for Investigative Assistant, Commander (Major), Field Commander (Lieutenant), and Assistant Field Commander (Sergeant), Annual cost of Records Management System (RMS).
- \$250,000.00+ (Various annual contributions from governmental entities within Warren County) - Contributions vary each year. Used toward operating costs of task force and salary cost for prescription drug diversion detective.
- \$50,000.00 to \$60,000.00 (Justice Assistant Grant) – If funded this award will assist with a portion of the salary of our Assistant Field Commander (Sergeant).
- \$50,000.00-\$131,000.00 (Recovery Ohio Law Enforcement Fund) – If funded this will assist with a portion of the salary cost of our Commander (Major), Field Commander (Lieutenant), and Assistant Field Commander (Sergeant).
- \$80,000.00-\$120,000.00 (Drug Law Enforcement Grant Fund) - If funded this will assist with a portion of the salary cost of our Commander (Major), Field Commander (Lieutenant), and Assistant Field Commander (Sergeant).

	Amount	Percentage %
OCJS Funds Requested:	\$50,734.77	75.00
Cash Match:	\$16,911.59	25.00
In-Kind Match:	\$0	0.00

Edward Byrne Memorial Justice Assistance Grant (JAG) 2023

Organization: Greater Warren County Drug Task Force

2023-JG-A01-6252

Budget Request By Resource & Cost Category

Total Project Budget:	\$67,646.36	100.00
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SK

Problem Statement/Target Population

Please see the Request For Proposal (RFP) for this grant program for guidance on completing this section. The RFP can be found at www.ocjs.ohio.gov

NATURE AND SCOPE OF THE PROBLEM: Our primary problem to be addressed by this project are the ongoing drug trafficking activities and other drug related offenses occurring throughout the communities we serve. As our population continues to grow, so too does our number of addicted citizens. Our growing population provides a significant customer base for local drug traffickers, as well as traffickers operating from nearby Dayton and Cincinnati, Ohio. These two large metropolitan areas remain the most significant source cities for the majority of illegal drugs impacting our jurisdiction on a daily basis. The collateral damage of all drug trafficking activities continues to negatively impact people's lives and effects overall crime throughout our jurisdiction.

We have continued to experience a changing primary drug threat from heroin and fentanyl, to crystal methamphetamine. The availability of crystal methamphetamine remains consistent, with unlimited sources of supply located throughout our jurisdiction and southwest Ohio. Regardless of this trend shift, the devastation of the heroin/fentanyl crisis remains present in our communities. Although crystal methamphetamine and heroin/fentanyl remain our greatest threats, other commonly trafficked and abused drugs such as cocaine, marijuana, hash products and others continue to be readily available.

SUPPORTING DATA: Consistent with other jurisdictions in the state, we continue to experience overdoses and overdose deaths impacting our target population. Overdoses continue to involve various drug cocktails of fentanyl mixed with methamphetamine, cocaine and other drugs. A review of local data provided by the Warren County Coroner's Office indicates 45 drug related deaths in 2022 in comparison to 75 drug related deaths in 2021. This indicates a decrease of approximately 42%. As of May 2023, our jurisdiction has experienced 17 drug related deaths, in comparison to 19 deaths during May 2022. The reality of drug trafficking and addiction within our target population continue to support the need for specialized drug investigations to continue to reduce supply. Our efforts must also continue to include other services such as drug education, especially involving our school aged children, and treatment options and resources for our addicted population.

Drug Task Force activity in 2021 resulted in 476 cases & tips and 192 arrests. Our investigative team also executed 122 search warrants and seized 64 firearms. Our 2022 investigative activity includes 437 new cases & tips resulting in 134 arrests, 132 search warrants and 79 firearms seized. First quarter reports for 2023 indicate the start of another busy year with 117 new cases & tips, 29 arrests, 40 search warrants and the seizure of 15 firearms. A review of statewide seizure data, as provided by the Ohio Department of Public Safety (DPS), ranked Warren County drug seizures as some of the highest in the state in 2021. Data recorded for 2022 indicated another year of significant drug seizures as a result of drug task force operations. According to the DPS, year-end 2022 statewide report, Warren County drug seizures in comparison to other Ohio counties ranked as follows: Fentanyl (15th), methamphetamine (4th), cocaine (4th), marijuana (5th), and prescription drugs (2nd). Task force seizures in 2022 included 1.5 pounds of fentanyl, 13.1 pounds of methamphetamine, 29.1 pounds of cocaine, 287.1 pounds of marijuana and hash products, and over 11,000-unit doses of various prescription drugs.

The High Intensity Drug Trafficking Area (HIDTA) Threat Assessment & Strategy for 2022 indicates that fentanyl and methamphetamine remain two of the greatest drug threats in the Ohio HIDTA area of responsibility. HIDTA further indicates that synthetic opioids (fentanyl) and crystal methamphetamine are highly available throughout all participating jurisdictions, with 75% of task forces reporting fentanyl and other synthetic opioids as readily available, and their greatest drug threat. Additionally, HIDTA reports an 81% increase in the availability of crystal methamphetamine across reporting task forces in 2022. Ohio HIDTA task forces seized 1,497 kilos of methamphetamine in 2021 indicating a 219% increase from 2020. Fentanyl seizures by Ohio HIDTA task forces were recorded as 472 kilos in 2021 which indicated a 123% increase in seizures from 2020. Various DEA threat assessment publications also support this data, indicating moderate to high availability for these same drugs nationally. According to DEA methamphetamine continues to be readily available throughout the United States with the highest availability reported in the west and mid-west regions of the country. DEA also reports that nationally, over 70% of all drug overdose deaths involve heroin, fentanyl or other opioids. Additional data provided by DEA indicate that 17 of 23 DEA Field Divisions report high availability of fentanyl and other opioids in their areas of operation. The available data at the national level supports the state and local activity previously described. This national picture clearly mirrors our local problem, supporting the need for our ongoing project.

SHORT AND LONG-TERM CONSEQUENCES: The long-term sustainability of our task force is dependent upon maximizing all available funding sources, which allows us to address the previously described problem. If not addressed, the immediate short-term impact on our target population would be increased sources of supply saturating our neighborhoods with illegal drugs, thereby worsening the problem of addiction in the communities we serve. Without consistent support and project funding the short-term

Problem Statement/Target Population

consequences would be immediate and would likely result in increased overdoses and overdose deaths. Long term impacts would include worsening addictions that would create catastrophic consequences to the quality of life in our communities. Worsening addictions over time would not only affect law enforcement and corrections facilities, but hospitals, emergency services, and treatment programs. Our task force and ongoing project are essential as our drug task force remains the only unit in our jurisdiction responsible for conducting specialized drug investigations.

TARGET POPULATION: The Warren County Drug Task Force serves a diverse community encompassing a rural and urban population made up of all of Warren County and the City of Wilmington in Clinton County. According to the most recent available data obtained through the Ohio Department of Development and the United States Census Bureau, our combined target population is 259,055 citizens. This includes 246,553 in Warren County and 12,502 in the City of Wilmington in Clinton County.

We are located in southwest Ohio, between Dayton and Cincinnati. We are flanked by two major interstate highways (I-75 and I-71), allowing the flow of illegal drugs into our communities. This provides easy access for drug traffickers in Dayton and Cincinnati to prey upon our addicted population. The United States Census Bureau records our target population in Warren County as 84% white, 3.9% African American, 6.9% Asian, 2% two or more races, 3.2% Hispanic/other. The City of Wilmington reports 87.6% white, 4% African American, 1.1% Asian, 4.6% two or more races, 2.7% Hispanic/other.

Projected growth estimates anticipate a +20.70% population increase in Warren County by 2050, making our jurisdiction one of the top four fastest growing counties in the State of Ohio. Our enforcement area is currently over 414 square miles and covers 15 law enforcement jurisdictions, all of which rely solely on our drug task force for their specialized drug enforcement services. Without our drug task force, specialized drug investigations would not exist in our jurisdictions as other law enforcement agencies lack adequate staffing to replace our enforcement efforts.

Project Description

Please see the Request For Proposal (RFP) for this grant program for guidance on completing this section. The RFP can be found at www.ocjs.ohio.gov

PROJECT DESCRIPTION & ACTION PLAN: Our project description and action plan to address the previously mentioned problem involves a three-part strategy. Part-One is the continued coordination of specialized drug investigations with our existing multi-jurisdictional drug task force. These investigations directly impact the supply of drugs within the communities we serve. Part Two involves a new strategy for our task force involving collaboration with existing treatment services to expand access to recovery and support options to our addicted population. Part three is a continued coordinated effort to increase drug education and prevention strategies within our schools and throughout our community, with the assistance of a fully funded drug education professional.

Part One will involve the application of a variety of specialized investigative techniques to address the ongoing drug trafficking and drug abuse related problems, previously mentioned in our project application. These specialized techniques remain consistent regardless of changing drug threats throughout our jurisdiction. Our supervisory staff, partially funded by this project, will participate in and monitor all daily operations of our task force to include the activities and investigations of a highly trained team of detectives, as well as a uniform highway interdiction team. These specialized enforcement areas of our task force are essential to accomplishing our mission and reducing the overall availability of drugs being trafficked and abused throughout our jurisdiction .

The overall supervision of our task force is necessary to maintain the ongoing integrity and public trust expected of a professional law enforcement operation in 2023-2024. Approved project funding will be used to maintain our Assistant Field Commander (Sergeant) position. This is one of three current supervisory positions that also include the Commander (Major) and Field Commander (Lieutenant). These positions are necessary to serve our target population and provide consistent specialized drug enforcement operations, treatment and recovery support, and drug education services.

Our efforts to decrease the supply of drugs in our jurisdiction will include the use of a detective staff of ten personnel focusing on undercover operations, as well as drug diversion investigations. These detectives will utilize current and accepted techniques to target drug traffickers operating in and impacting our jurisdiction . In addition, our uniform interdiction team of three troopers and one uniform supervisor from the Ohio State Highway Patrol will continue to target the flow of illegal drugs into our jurisdiction and throughout southwest Ohio. This team is currently assisted by two drug detection canines. These enforcement efforts will be supported by our Investigative Assistant and a Criminal Intelligence Analyst from the Ohio National Guard Counter Drug Unit .

Our project model remains one of consistent and aggressive enforcement, in full compliance with Best Practices as developed by the Ohio Task Force Commanders Association. In addition, our project model also includes investigative techniques recommended through the Center for Problem-Oriented Policing as listed in Guide No. 31, for drug trafficking in open-air markets. This includes arresting drug sellers in buy and bust operations, intelligence-led investigative work, operating a telephone hotline for tips, and the encouragement of community action, that has been in existence at the Warren County Drug Task Force for 23+ years. These techniques have a lengthy history of producing positive results regardless of changing drug threats and continue to improve the overall quality of life in our communities.

The diversity of our task force increases our effectiveness and allows us to simultaneously address various drug trafficking and related offenses resulting in the maximum impact on the communities we serve. Historical data for 23+ years of task force operations, and the successes of our project model include approximately 6,700 criminal cases, 4,100+ felony drug arrests and approximately 1,229 search warrants. Additionally, as a result of these investigations, our task force has seized over 867 firearms and multi-millions of dollars in illegal drugs and drug proceeds. This type of enforcement activity is essential to maintaining the quality of life for our target population, in one of the fastest growing counties in Ohio.

Part Two is a newly established initiative within our task force. This new program includes our collaboration with the Helping Overdose through Prevention & Education Team ("HOPE Team"), operating in Warren County. This new initiative will include the production of trifold informational pamphlets containing current treatment and recovery resources for distribution during task force enforcement operations. This new program will also include direct coordination with the BRIDGE initiative through the Ohio Department of Public Safety to provide immediate treatment resources to our addicted population.

Part three of our project will require our continued commitment to providing drug education to our community with an emphasis on parents and our school aged children. This involves our collaboration with the Substance Abuse Prevention Coalition of Warren

Project Description

County. We will continue to utilize various public events such as National Night Out, Touch a Truck, and other gatherings to present drug education presentations to the public. These public events provide a platform for us to engage with our community to emphasize the devastation associated with drug abuse. Our continued partnership with the Substance Abuse Coalition allows us to further extend our message by reaching parents and school age children during conferences, open houses and other individual and group school sessions. This remains part of our ongoing effort to stop addiction before it starts.

* Pre-award Condition approved per Drug Enforcement Strategy Administrator Richard Meadows, due to no further space in Project Description Section. - (SA)

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

Resolution

Number 24-0088

Adopted Date January 16, 2024

APPROVING AN AGREEMENT WITH HOLMES COUNTY JUVENILE COURT DIVISION
ON BEHALF OF THE WARREN COUNTY JUVENILE COURT MARY HAVEN YOUTH
CENTER DIVISION

BE IT RESOLVED, to approve an agreement with Holmes County Juvenile Court on behalf of
Mary Haven Youth Center to provide placement services from January 01, 2024 through
December 31, 2024. Copy of said agreement is attached hereto and made a part hereof.

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

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

Resolution adopted this 16th day of January 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: c/a—Holmes County
Juvenile (file)
Mary Haven Youth Center (file)
Holmes County Juvenile Court

1 East Jackson Street
Suite 201
Millersburg, Ohio 44654

Probate: (330) 674-5881
Juvenile: (330) 674-5841
Fax: (330) 674-5820



Megan M. Hoxworth, CCM
Court Administrator

The Court of Common Pleas
PROBATE & JUVENILE DIVISIONS
HOLMES COUNTY, OHIO
Thomas C. Lee, Judge

January 5, 2024

Mary Haven Youth Center
Attn: Mike Goodlett
900 Memorial Drive
Lebanon, OH 45036

RE: Contract for Residential Treatment Services CY24 – Holmes County

Dear Mr. Goodlett,

Enclosed you will find a signed original of the CY24 contract between Warren County and Holmes County for residential treatment services. Please review, sign and return a completed copy to me at your earliest convenience.

If I may be of further assistance in any way please do not hesitate to contact me.

Sincerely,

Megan M. Hoxworth, CCM
Court Administrator

**Contract for Residential Treatment Services
Between
Warren County, Ohio and Holmes County, Ohio**

This contract is entered into and effective as of the date last signed below, by and between the Warren County Board of Commissioners on behalf of the Warren County Probate Juvenile Court, whose address is 406 Justice Drive, Lebanon, Ohio 45036 (hereinafter "Warren County") and the Holmes County Board of Commissioners on behalf of the Holmes County Juvenile Court, whose address is 1 East Jackson Street, Suite 201, Millersburg, Ohio 44564 (hereinafter "Holmes County").

Whereas, Holmes County is in need of secure residential treatment services for male juvenile offenders; and

Whereas, Warren County has such a program, referred to as the Mary Haven Youth Center, and is willing to provide this service to Holmes County...

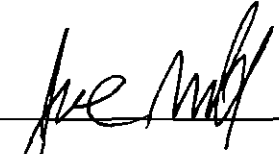
Now, Therefore, the parties mutually agree as follows:

1. Contingent on available space, Warren County agrees to provide secured residential treatment including the Response Ability Pathways (RAP) program. The program encourages an individualized treatment program for each resident. Programming utilized includes Cognitive Behavior Modification, Education, Recreation, and Religious Opportunities. Treatment available to residents includes Counseling, Sex Offender Treatment, Trauma and Grief Component Treatment for Adolescents (TGCTA), and Substance Abuse Treatment.
2. Holmes County will pay a per diem of **\$200.00** per bed or individual placed with Warren County.
3. The parties agree the initial term of said Agreement shall be from January 1, 2024 through December 31, 2024. The parties may extend this contract by executing written extensions at the end of the initial term. The parties further agree that the per diem shall be renegotiated and calculated before each annual extension.
4. The parties herein acknowledge that adjudicated delinquent juvenile(s) will be accepted into the Mary Haven Youth Center only after a thorough assessment has been performed by Mary Haven Youth Center to assure the juvenile(s) meet the criteria for admission/acceptance into the program for residential treatment services. Warren County has the sole discretion to determine whether a child will be placed in the Mary Haven Youth Center.
5. Holmes County agrees and acknowledges that medical and dental care are not provided by Warren County. Further, all expenses for any medical, dental, counseling, or any other extraordinary costs which are not provided by the Mary Haven Youth Center as part of the routine services provided shall be paid for by the juvenile's parent/guardian/custodian, their insurance provider or lastly, the Court which placed said juvenile at the Mary Haven Youth Center. Holmes County shall provide notice of this responsibility to the parent/guardian/custodian in advance of any placement with Warren County at the Mary Haven Youth Center.
6. Warren County shall prepare a monthly invoice for Holmes County and provide details of attendance with that invoice for the services provided by this Agreement. The payment is to be made from Holmes County in full within thirty (30) days from the date of the invoice. The failure of Holmes County to make timely payments pursuant to this Agreement may result in a suspension or termination of this Agreement and the services provided herein. The payment shall be made payable to Warren County Juvenile Court and mailed to **Warren County Juvenile Justice Center, 900 Memorial Drive, Lebanon, Ohio, 45036.**

7. The parties to this Agreement acknowledge that all juveniles placed at the Mary Haven Youth Center will be required to participate in the programs provided at said facility in order to maintain placement. A refusal to participate in programs may result in a child being removed from the program. Reasonable advanced notice will be provided Holmes County prior to any child being removed from the Mary Haven Youth Center.
8. The parties acknowledge and agree that Warren County shall provide the educational requirements for all juveniles in the Mary Haven Youth Center and shall prepare and submit invoices for the same to the juvenile's home school district. Holmes County agrees to provide appropriate orders to identify each child's home school district and to establish their responsibility for payment of said child's education. The parties agree that any modification or amendments to this Agreement must be agreed to, in writing, by both parties.
9. Either party may terminate this agreement for convenience by providing 15 days advanced written notice of the termination. Holmes County shall pay in full for all services provided by Warren County prior to the effective date of the termination.
10. 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.
11. This Agreement shall be construed in accordance with and governed by the laws of the State of Ohio, the venue for any legal disputes arising under this Agreement shall be Warren County Common Pleas Court.
12. This Agreement shall not be modified or amended in any way unless it is done so in a written document executed by both parties.
13. The Parties agree that the terms recited herein are the entire Agreement.

In Execution Whereof, the undersigned parties have set their hands to this Agreement and agree to terms and conditions contained herein.

Holmes County Board of Commissioners:



President
Joe D. Miller
Printed Name

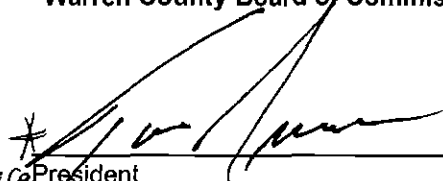
1-4-2024
Date

Resolution No. 12-04-23-18

Approved as to form only
Holmes County Prosecutor's Office

Date


Warren County Board of Commissioners:



Vice President
Tom Grossmann
Printed Name

1-26-24
Date

Resolution No. 24-0088



Approved as to form only
Warren County Prosecutor's Office

1/9/24
Date

AFFIDAVIT OF NON COLLUSION

STATE OF OHIO
COUNTY OF HOLMES

I, Thomas C. Lee, holding the title and position of Judge at the firm Holmes Co. Juvenile Court, 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 Holmes County Juvenile Court Judge

Subscribed and sworn to before me this 11th day of December 2023

[Signature]
(Notary Public),
Holmes County.



Megan M. Hoxworth
Notary Public, State of Ohio
My Commission Expires
6-18-24

My commission expires June 18th 2024



HOLMES COUNTY COMMISSIONERS

2 COURT STREET, SUITE 14
MILLERSBURG, OHIO 44654-2001
PHONE (330) 674-0286 FAX (330) 674-0566
E-MAIL: HCC@CO.HOLMES.OH.US



Resolution #12-04-23-18

A RESOLUTION ACCEPTING THE CONTRACT FOR RESIDENTIAL TREATMENT SERVICES BETWEEN WARREN COUNTY, OHIO AND HOLMES COUNTY, OHIO

WHEREAS, the Board of County Commissioners has received a Contract for the Residential Treatment Services Between Warren County, Ohio and Holmes County, Ohio

WHEREAS, the Board of County Commissioners have agreed to this Contract;

THEREFORE, BE IT RESOLVED that the Board of County Commissioners hereby executes the Contract for the Residential Treatment Services Between Warren County Probate/Juvenile Court and Holmes County Board of Commissioners for their Respective Juvenile Court Judge, Ohio, in the amount of \$200.00 per day and the Contract will be from January 01, 2024 through December 31, 2024.

Mr. *Hall* moved for adoption of the preceding Resolution. Mr. *Eyler* seconded the motion. Upon roll call the vote was as follows:

Joe D. Miller	<i>Joe Miller</i>	<input checked="" type="radio"/> yes/no
Raymond Eyler	<i>Raymond Eyler</i>	<input checked="" type="radio"/> yes/no
David L. Hall	<i>David L. Hall</i>	<input checked="" type="radio"/> yes/no

The below signed Clerk to the Board hereby certifies that the preceding Resolution is a true and exact copy of a Resolution adopted during the regular business meeting of December 04, 2023 and recorded in Commissioners Journal 54 under that date.

Susan L. Schie, Clerk to the Board
Holmes County Board of Commissioners

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

Resolution

Number 24-0089

Adopted Date January 16, 2024

**APPROVING AMENDMENT #1 FOR FISCAL YEAR 2024 RECLAIM OHIO PROGRAM
ON BEHALF OF THE WARREN COUNTY JUVENILE COURT**

BE IT RESOLVED, to approve amendment #1 for FY 2024 Reclaim Ohio Program application on behalf of the Warren County Juvenile Court and authorize the Vice President of this Board to sign documents relative thereto; as attached hereto and made a part hereof.

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

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

Resolution adopted this 16th day of January 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: c/a—Ohio Department of Youth Services
Juvenile (file)

CAROLYN A. DUVELIUS
JENNA L. SEITZ
JEFFREY W. STUEVE
MEGAN M. DAVENPORT
Magistrates



LAURA A. SCHNECKER
Court Administrator

JOHN C. KASPAR
Staff Attorney/Mediator

January 9, 2024

To: Warren County Board of Commissioners
From: Laura Schnecker
Re: FY23 RECLAIM Grant Amendment

Attached you will find FY24 RECLAIM grant amendment #1 from the Warren County Juvenile Court. The original RECLAIM grant application was approved by you on May 30, 2023. The amendment is necessary to reflect the following revisions:

1. Increase hourly wages for employee Gordon Bell (employee of Mary Haven Youth Center) by an additional 3% for the time period of 1/1/24-6/30/24 and for employee Melissa Harrison by an additional 2% for the time period of 1/1/24-6/30/24. This is an increase in spending of \$1237.60.
2. Increase the budget for clinical services by \$8,000.00 as the Court has had an increase in the number of cases where competency and restoration services are necessary.
3. Increase the budget for the community service program by \$1890.00. This will allow us to monitor more hours of community service completed by our youth.

****All of the additional monies are from unallocated grant funding for a total of \$11,127.60.**

Documents included for the amendment are:

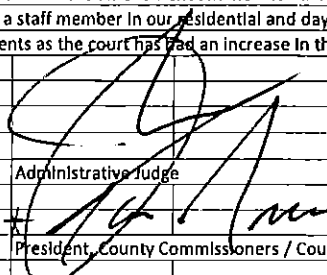
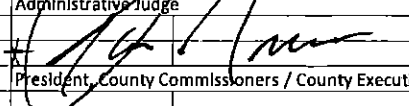
- Amendment Form/Fiscal Accountability, Attachment A, Page 1
- Attachment A, Page 2
- Updated budget pages for programs Mary Haven Youth Center, Day treatment, Clinical Services, and Community Services program

Please feel free to contact me if you have any questions or concerns. Thank you in advance for your time and consideration.

Sincerely,

Laura Schnecker M.A CCE
513-695-1615
Laura.schnecker@co.warren.oh.us

ATTACHMENT A
Page 2

County:	WARREN			Prepared By:	Laura Schnecker
FY:	24			Phone #	513-695-1615
Amendment #	1		Amendment Type:	Realignment of Funds	
Funding Category	Activity Purpose	Local Program Name	Current Budget	Adjustment (+/-)	Program Funding
Subsidy Grant	Behavioral Change	Residential-Mary Haven Youth Center	\$ 763,792.39	\$ 759.20	\$ 764,551.59
Subsidy Grant	Behavioral Change	Evening Reporting Center	\$ 191,890.96		\$ 191,890.96
Subsidy Grant	Skill Knowledge	Day Treatment Program-SOS	\$ 217,526.32	\$ 478.40	\$ 218,004.72
Subsidy Grant	Skill Knowledge	Truancy Education Group	\$ 35,000.00		\$ 35,000.00
Subsidy Grant	Skill Knowledge	Parent Success	\$ 25,000.00		\$ 25,000.00
Subsidy Grant	Skill Knowledge	Family Conflict Resolution	\$ 50,000.00		\$ 50,000.00
Subsidy Grant	Support Activity Tracking	GPS	\$ 25,200.00		\$ 25,200.00
Subsidy Grant	Support Activity Admission	Drug Testing	\$ 6,300.00		\$ 6,300.00
Subsidy Grant	Support Activity Admission	Detention Services	\$ 12,030.00		\$ 12,030.00
Subsidy Grant	Support Activity Admission	Clinical Assessments	\$ 5,000.00	\$ 8,000.00	\$ 13,000.00
Subsidy Grant	Support Activity Admission	Court Appointed Special Advocates	\$ 142,293.60		\$ 142,293.60
Subsidy Grant	Support Activity Admission	Organized Community Activities	\$ 3,000.00		\$ 3,000.00
Subsidy Grant	Grant Administration	Training	\$ 20,000.00		\$ 20,000.00
Subsidy Grant	Support Activity Tracking	Mentoring Services	\$ 39,000.00		\$ 39,000.00
Subsidy Grant	Support Activity Tracking	Community Service-Restitution	\$ 19,920.00	\$ 1,890.00	\$ 21,810.00
JDAI	Support Activity Tracking	Emergency Foster Care	\$ 3,858.75		\$ 3,858.75
JDAI	Behavioral Change	Intensive Home Based	\$ 10,000.00		\$ 10,000.00
JDAI	Grant Administration	JDAI	\$ 1,600.00		\$ 1,600.00
JDAI	Skill Knowledge	Online Interventions	\$ 3,600.00		\$ 3,600.00
		Total Program Costs	\$ 1,575,012.02	\$ 11,127.60	\$ 1,586,139.62
Provide an explanation for the amendment and how it will impact the stated objectives in the Grant Agreement:					
Salary increase for a staff member in our residential and day treatment programs. Add additional hours to community service program. Add additional monies to clinical assessments as the court has had an increase in the number of cases where competency assessments and restoration services are necessary.					
Signatures:					
	Administrative Judge			Date	1/9/24
				Date	1-10-24

Amendment Form / Fiscal Accountability
(To Replace Attachment A Page 1 of the Grant Agreement)

County:	WARREN	Amendment #	1
Allocations			
FY 2024 Tentative Base Allocation (YSG/510)	(1A)	\$	326,551.00
FY 2024 Tentative Variable Allocation (RECLAIM/401)	(2A)	\$	1,049,703.59
FY 2024 Supplemental RECLAIM Allocation	(3A)	\$	_____
FY 2024 Targeted RECLAIM Allocation	(4A)	\$	_____
FY 2024 Competitive RECLAIM Allocation	(5A)	\$	_____
FY 2024 JDAI Allocation	(6A)	\$	_____
FY 2024 Y/E EVB Program Development Allocation	(7A)	\$	_____
FY 2024 Behavioral Health/Juvenile Justice (BHJJ)	(8A)	\$	_____
Allocations Subtotal			(A) \$ 1,376,254.59
Tentative Carryover Balance as of 6/30/23 and Carryover Limit			
Subsidy Grant Carryover (YSG + RECLAIM)*	(1B)	\$	459,111.89
Targeted RECLAIM Carryover	(2B)	\$	_____
Competitive RECLAIM Carryover	(3B)	\$	_____
JDAI Carryover	(4B)	\$	19,142.64
Y/E EVB Program Development Carryover (include any former HB-153 Funds)	(5B)	\$	_____
Behavioral Health/Juvenile Justice (BHJJ)	(6B)	\$	_____
Tentative Carryover Subtotal			(B) \$ 478,254.53
Carryover Limit			(C) \$ 278,553.64
<i>(25% of Total FY 2022 RECLAIM and Youth Services Grant Allocations)</i>			
Exemptions			
Subsidy Grant Carryover Exemption (YSG + RECLAIM)*	(1D)	\$	18,315.31
Targeted RECLAIM Exemption	(2D)	\$	_____
Competitive RECLAIM Exemption	(3D)	\$	_____
JDAI Exemption	(4D)	\$	19,142.64
Y/E EVB Program Development	(5D)	\$	_____
Behavioral Health/Juvenile Justice (BHJJ)	(6D)	\$	_____
Total Exemptions			(D) \$ 37,457.95
Withholdings			
Subsidy Grant (YSG + RECLAIM)*	(1E)	\$	162,242.94
Targeted RECLAIM	(2E)	\$	_____
Competitive RECLAIM	(3E)	\$	_____
JDAI	(4E)	\$	_____
Y/E EVB Program Development	(5E)	\$	_____
Behavioral Health/Juvenile Justice (BHJJ)	(6E)	\$	_____
Withholding Estimate (to be withheld from FY 2024 payments)			(E) \$ 162,242.94
Available Program Funds			
Subsidy Grant (YSG + RECLAIM)*	(1F)	\$	1,673,123.54
Targeted RECLAIM	(2F)	\$	_____
Competitive RECLAIM	(3F)	\$	_____
JDAI	(4F)	\$	19,142.64
Y/E EVB Program Development	(5F)	\$	_____
Behavioral Health/Juvenile Justice (BHJJ)	(6F)	\$	_____
Total Available FY 2024 Program Funds			(F) \$ 1,692,266.18
Estimated Program Costs			
Subsidy Grant Estimated Program Costs (YSG & RECLAIM)*	(1G)	\$	1,567,080.87
Targeted RECLAIM Estimated Program Costs	(2G)	\$	_____
Competitive RECLAIM Estimated Program Costs	(3G)	\$	_____
JDAI Estimated Program Costs	(4G)	\$	19,058.75
Y/E EVB Program Development Costs	(5G)	\$	_____
Behavioral Health/Juvenile Justice (BHJJ)	(6G)	\$	_____
Total Estimated FY 2024 Expenditures			(G) \$ 1,586,139.62
Unallocated Funds			
Subsidy Grant Unallocated (YSG & RECLAIM)*	(1H)	\$	106,042.67
Targeted RECLAIM Unallocated	(2H)	\$	_____
Competitive RECLAIM Unallocated	(3H)	\$	_____
JDAI Unallocated	(4H)	\$	83.89
Y/E EVB Program Development Unallocated	(5H)	\$	_____
Behavioral Health/Juvenile Justice (BHJJ)	(6H)	\$	_____
Total Unallocated FY 2024 Funds			(H) \$ 106,126.56
<i>* Supplemental Allocation Included In RECLAIM amount</i>			

Staff Positions Budget Form

COUNTY: Warren

FUNDING CATEGORY: Subsidy Grant

Activity Purpose Behavioral Change

LOCAL PROGRAM / ACTIVITY NAME: Residential-Mary Haven Youth Center

Name	Title	New or Existing	Number of Hours	Hourly Rate	Total
Peter Highley	YouthCare Specialist	Existing	1040	20.74	\$ 21,569.60
Peter Highley	YouthCare Specialist	Existing	1040	21.78	\$ 22,651.20
Elton Frauenknecht	YouthCare Supervisor	Existing	1040	30.28	\$ 31,491.20
Elton Frauenknecht	YouthCare Supervisor	Existing	1040	31.79	\$ 33,061.60
Mike Box	YouthCare Supervisor	Existing	1040	29.55	\$ 30,732.00
Mike Box	YouthCare Supervisor	Existing	1040	31.03	\$ 32,271.20
TOTAL STAFF POSITIONS					\$ 171,776.80

Fringe Benefits

Type	<u>OPERS</u>	\$ 24,048.75	
Type	<u>Medicare</u>	\$ 2,404.88	
Type	<u>Worker's Compensation</u>	\$ 3,263.76	
Type	<u>Health/Life Insurance</u>	\$ 47,332.28	
			TOTAL FRINGE BENEFITS
			\$ 77,049.67
			TOTAL STAFF and FRINGE BENEFITS
			\$ 248,826.47

Budget Narrative - Describe the services that the positions will provide.

YouthCare Specialists administer the daily programming and correction and feedback as appropriate to the youth including all documentation.

Staff Positions Budget Form

COUNTY: Warren

FUNDING CATEGORY: Subsidy Grant

Activity Purpose Behavioral Change

LOCAL PROGRAM / ACTIVITY NAME: Residential-Mary Haven Youth Center

Name	Title	New or Existing	Number of Hours	Hourly Rate	Total
Gordon Lewis	YouthCare Specialist	Existing	1040	24.49	\$ 25,469.60
Gordon Lewis	YouthCare Specialist	Existing	1040	25.71	\$ 26,738.40
Barri Pfister	YouthCare Specialist	Existing	1040	29.41	\$ 30,586.40
Barri Pfister	YouthCare Specialist	Existing	1040	30.87	\$ 32,104.80
Gordon Bell	YouthCare Specialist	Existing	1040	24.35	\$ 25,324.00
Gordon Bell	YouthCare Specialist	Existing	1040	26.3	\$ 27,352.00
TOTAL STAFF POSITIONS					\$ 167,575.20

Fringe Benefits

Type	<u>OPERS</u>	\$ 23,354.24	
Type	<u>Medicare</u>	\$ 2,335.42	
Type	<u>Workers Compensation</u>	\$ 3,169.50	
Type	<u>Health/Life Insurance</u>	\$ 34,732.40	
			TOTAL FRINGE BENEFITS
			\$ 63,591.56
			TOTAL STAFF and FRINGE BENEFITS
			\$ 231,166.76

Budget Narrative - Describe the services that the positions will provide.

YouthCare Specialists administer the daily programming and correction and feedback as appropriate to the youth including all documentation.

Staff Positions Budget Form

COUNTY: Warren

FUNDING CATEGORY: Subsidy Grant

Activity Purpose Behavioral Change

LOCAL PROGRAM / ACTIVITY NAME: Residential-Mary Haven Youth Center

<u>Name</u>	<u>Title</u>	<u>New or Existing</u>	<u>Number of Hours</u>	<u>Hourly Rate</u>	<u>Total</u>
Kim Barton	YouthCare Specialist	Existing	1040	26.33	\$ 27,383.20
Kim Barton	YouthCare Specialist	Existing	1040	27.65	\$ 28,756.00
Alison Wagner	ubstance Abuse Intervention Specialis	Existing	1040	24.44	\$ 25,417.60
Alison Wagner	ubstance Abuse Intervention Specialis	Existing	1040	25.66	\$ 26,686.40
Harry Lyons	YouthCare Specialist	Existing	1040	23.19	\$ 24,117.60
Harry Lyons	YouthCare Specialist	Existing	1040	24.35	\$ 25,324.00
TOTAL STAFF POSITIONS					\$ 157,684.80
Fringe Benefits					
Type	OPERS				\$ 22,075.87
Type	Medicare				\$ 2,207.59
Type	Workers Compensation				\$ 2,996.01
Type	Health/Life Insurance				\$ 42,898.09
TOTAL FRINGE BENEFITS					\$ 70,177.56
TOTAL STAFF and FRINGE BENEFITS					\$ 227,862.36
Budget Narrative - Describe the services that the positions will provide.					
YouthCare Specialist administer the daily programming and correction and feedback as appropriate to the youth including all documentation. The Substance Abuse Intervention Specialist provides substance abuse treatment and general intervention and support for all youth in the program.					

Staff Positions Budget Form

COUNTY: Warren

FUNDING CATEGORY: Subsidy Grant

Activity Purpose Behavioral Change

LOCAL PROGRAM / ACTIVITY NAME: Residential-Mary Haven Youth Center

<u>Name</u>	<u>Title</u>	<u>New or Existing</u>	<u>Number of Hours</u>	<u>Hourly Rate</u>	<u>Total</u>
Overtime		Existing			\$ 30,000.00
Two retention incentives for the nine YouthCare Specialists-\$500 each					\$ 9,000.00
TOTAL STAFF POSITIONS					\$ 39,000.00
Fringe Benefits					
Type	OPERS				\$ 4,200.00
Type	Medicare				\$ 546.00
Type					
Type					
Type					
TOTAL FRINGE BENEFITS					\$ 4,746.00
TOTAL STAFF and FRINGE BENEFITS					\$ 43,746.00
Budget Narrative - Describe the services that the positions will provide.					

Purchased or Contract Services Budget Form

COUNTY: Warren

FUNDING CATEGORY: Targeted RECLAIM

Activity Purpose Behavioral Change

LOCAL PROGRAM / ACTIVITY NAME: Residential-Mary Haven Youth Center

<u>Agency Name/Individual (List all Providers by Name)</u>	<u>Public/ Private</u>	<u>Services to be provided</u>	<u>Quantity</u>	<u>Unit Costs</u>	<u>Total</u>
Undetermined	Private	Summer school teacher	30	\$ 100.00	\$ 3,000.00
Undetermined	Private	Summer school teacher	30	\$ 100.00	\$ 3,000.00
Total Purchased or Contract Services					\$ 6,000.00

Note: If the services to be provided are out-of-home placement, the facilities must either be approved by the Department of Youth Services per the minimum standards or licensed by the authorized state agency.

Program Maintenance Costs Budget Form

COUNTY: Warren

FUNDING CATEGORY: Subsidy Grant

Activity Purpose Behavioral Change

LOCAL PROGRAM / ACTIVITY NAME: Residential-Mary Haven Youth Center

<u>Item Description</u>	<u>Quantity</u>	<u>Unit Cost</u>	<u>Total</u>	<u>Briefly explain the reason needed.</u>
Materials for Progamming	12	\$ 250.00	\$ 3,000.00	Supplies & materials for Life Skills/Independent
				Living groups (estimate to spend \$250 a month)
Incentives/Rewards	12	\$ 200.00	\$ 2,400.00	Incentives/Rewards will be given to youth to
				promote and reward behavior while in the
				program.
Screenagers Curriculum	1	\$ 1,550.00	\$ 1,550.00	curriculum covers safety measures for youth in
				regards to social media use, video games,
				navigating the digital world, stress, anxiety,
				depression, and substance use.
Total Maintenance Costs			\$ 6,950.00	

Note: If the services to be provided are out-of-home placement, the facilities must either be approved by the Department of Youth Services per the minimum standards or licensed by the authorized state agency.

Staff Positions Budget Form

COUNTY: Warren

FUNDING CATEGORY: Subsidy Grant

Activity Purpose Skills Knowledge

LOCAL PROGRAM / ACTIVITY NAME: Day School Treatment-SOS

Name	Title	New or Existing	Number of Hours	Hourly Rate	Total
Zachary McCormick	Youth Care Specialist	Existing	1040	23.54	\$ 24,481.60
Zachary McCormick	Youth Care Specialist	Existing	1040	24.72	\$ 25,708.80
Eric Coulter	Youth Care Specialist	Existing	1040	26.31	\$ 27,362.40
Eric Coulter	Youth Care Specialist	Existing	1040	27.63	\$ 28,735.20
Melissa Harrison	Intervention Specialist	Existing	1040	22.81	\$ 23,722.40
Melissa Harrison	Intervention Specialist	Existing	1040	24.41	\$ 25,386.40
*retention incentives for these staff- twice a year at \$500 each					\$ 3,000.00
TOTAL STAFF POSITIONS					\$ 158,396.80

Fringe Benefits

Type	<u>OPERS</u>	\$ 21,755.55	
Type	<u>Medicare</u>	\$ 2,217.56	
Type	<u>Workers Compensation</u>	\$ 3,009.54	
Type	<u>Health/Life Insurance</u>	\$ 29,458.04	
			TOTAL FRINGE BENEFITS
			\$ 56,440.69
			TOTAL STAFF and FRINGE BENEFITS
			\$ 214,837.49

Budget Narrative - Describe the services that the positions will provide.

Youth Care Specialists provide transportation to and from this program as needed. They also provide daily feedback and direction in regard to youth's behavior in the program, support for school, and facilitate programming groups. The Intervention Specialist oversees the daily operation of this program to include enrollment, coordination with schools, custodians, probation, court, etc. This person can also facilitate programming groups.

Program Maintenance Costs Budget Form

COUNTY: Warren

FUNDING CATEGORY: Subsidy Grant

Activity Purpose Skill Knowledge

LOCAL PROGRAM / ACTIVITY NAME: Day School Treatment-SOS

<u>Item Description</u>	<u>Quantity</u>	<u>Unit Cost</u>	<u>Total</u>	<u>Briefly explain the reason needed.</u>
Fuel	10	\$ 250.00	\$ 2,500.00	Fuel to transport youth to and from the program.
Vehicle Maintenance	1	\$ 750.00	\$ 750.00	Maintenance on vehicle used to transport youth to and from the program.
Total Maintenance Costs			\$ 3,250.00	

Note: If the services to be provided are out-of-home placement, the facilities must either be approved by the Department of Youth Services per the minimum standards or licensed by the authorized state agency.

Purchased or Contract Services Budget Form

COUNTY: Warren

FUNDING CATEGORY: Subsidy Grant

Activity Purpose: Support Activity Admissions

LOCAL PROGRAM / ACTIVITY NAME: Clinical Assessments

Agency Name/Individual (List all Providers by Name)	Public/ Private	Services to be provided	Quantity	Unit Costs	Total
Various	Private	Clinical Assessments to include	11	\$ 500.00	\$ 5,500.00
		but not limited to: competency,			
		psychological, psychiatric, restoration,			
		and possibly testimony regarding			
		completed assessments.			
Various	Private	Restoration & attainment services	5	\$ 1,500.00	\$ 7,500.00
Total Purchased or Contract Services					\$ 13,000.00

Note: If the services to be provided are out-of-home placement, the facilities must either be approved by the Department of Youth Services per the minimum standards or licensed by the authorized state agency.

Staff Positions Budget Form

COUNTY: Warren

FUNDING CATEGORY: Subsidy Grant

Activity Purpose: Support Activity Tracking

LOCAL PROGRAM / ACTIVITY NAME: Community Service/Restitution

<u>Name</u>	<u>Title</u>	<u>New or Existing</u>	<u>Number of Hours</u>	<u>Hourly Rate</u>	<u>Total</u>
Various	Community Service Facilitators	Existing	425	25.2	\$ 10,710.00
TOTAL STAFF POSITIONS					\$ 10,710.00

Fringe Benefits

Type	_____	_____	
Type	_____	_____	
Type	_____	_____	
Type	_____	_____	
Type	_____	_____	
TOTAL FRINGE BENEFITS			_____
TOTAL STAFF and FRINGE BENEFITS			\$ 10,710.00

Budget Narrative - Describe the services that the positions will provide.
 The Court will utilize existing staff employed by the Court and will pay them for their time focused on this program outside of their normal work day. These staff will offer direct supervision and assist youth in completing community service as well as provide transportation. Fringe benefits are not necessary.

Program Maintenance Costs Budget Form

COUNTY: Warren

FUNDING CATEGORY: Subsidy Grant

Activity Purpose: Support Activity Tracking

LOCAL PROGRAM / ACTIVITY NAME: Community Service/Restitution

<u>Item Description</u>	<u>Quantity</u>	<u>Unit Cost</u>	<u>Total</u>	<u>Briefly explain the reason needed.</u>
Supplies	1	\$ 1,000.00	\$ 1,000.00	Supplies needed for youth and staff
Financial Assistance	1000	\$ 10.10	\$ 10,100.00	Restitution for victims
Total Maintenance Costs			\$ 11,100.00	

Note: If the services to be provided are out-of-home placement, the facilities must either be approved by the Department of Youth Services per the minimum standards or licensed by the authorized state agency.

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

Resolution

Number 24-0090

Adopted Date January 16, 2024

ACCEPTING MICROSOFT 365 ASSESSMENT STATEMENT OF WORK WITH eGROUP HOLDING COMPANY, LLC ON BEHALF OF WARREN COUNTY TELECOMMUNICATIONS

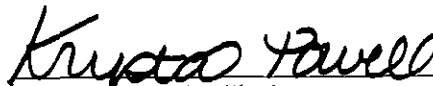
BE IT RESOLVED, to accept Microsoft 365 Assessment Statement of Work with eGroup Holding Company, LLC for review and ensure that Microsoft environments are ready for the replacement multi-factor authentication installation and meets best practices on behalf of Warren County Telecommunications, copy of said agreement attached hereto and made a part hereof.

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

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

Resolution adopted this 16th day of January 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: eGroup
Telecom (file)

Warren County
Microsoft 365 Assessment (SOW)

Microsoft 365 Assessment (SOW)



Prepared By:
eGroup Holding Company, LLC
Account Executive
(843) 997-3253
daniel.navarro@eGroup-us.com
Quote#: 020340 Version: 1
Delivery Date: 11/29/2023
Expiration Date: 12/31/2023

Prepared For:
Warren County
520 Justice Drive
Lebanon, OH 45036
Gary Estes

gary.estes@wcoh.net

eGroup Fixed Fee Project: Microsoft 365 Assessment (SOW)

Description	Price	Qty	Ext. Price
<p>Project services fees and expenses shall be billed monthly based upon the progression of work within a calendar month, not to exceed the total contracted fees amount of \$12,900 plus Incurred travel expenses.</p> <p>The total estimated travel expense is estimated at \$0, based on 100% local project delivery. As required, travel expenses are charged for on-site services for engineers traveling more than thirty-five (35) miles from their base office and are billed at actual cost. Travel expenses may include mileage, meals, hotel stay, and other associated expenses as applicable. Actual travel expenses shall be billed separately on a weekly basis, as incurred.</p> <p>Terms of payment are Net 30 Days. Late fees will be applied on invoices greater than 60 days from the date invoiced.</p>			
eGroup Fixed Fee Project: Microsoft 365 Assessment	\$12,900.00	1	\$12,900.00
Subtotal:			\$12,900.00

Acceptance

This quote numbered 020340v1 is governed by the Master Services Agreement executed between Warren County and eGroup. This quote, together with the Master Services Agreement constitutes the full agreement ("Agreement") between eGroup and for the services and/or products described herein.

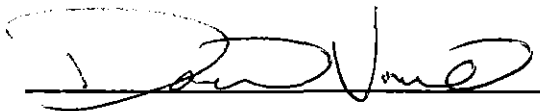
The undersigned parties acknowledge their acceptance of this Agreement and the terms and conditions described herein. Furthermore, the undersigned parties certify that they are authorized representatives of their respective companies with full authority to execute this quote and enter into this Agreement on behalf of their respective organizations.

One-Time Costs Summary


Description	Amount
eGroup Fixed Fee Project: Microsoft 365 Assessment (SOW)	\$12,900.00
One-Time Total:	\$12,900.00

Taxes, shipping, handling and other fees may apply.

eGroup Holding Company, LLC

Signature: 
Name: Daniel Navarro
Title: VP of Sales
Date: 12/20/23

Warren County

Signature: 
Name: Tom Grossmann
Title: Vice President
Date: 1-16-24

~~APPROVED AS TO FORM~~


Derek B. Faulkner
Asst. Prosecuting Attorney

Quote #020340 - V1

November 29, 2023

Warren County

M365 Assessment

Statement of Work

Prepared by William Dingle

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1 Disclaimer

The following Statement of Work and subsequent engagement assumes that eGroup performs 100% of the work effort, delivery, deployment, and/or general effort associated with the tasks and activities identified herein. This Statement of Work does not provide for training, consulting, or other customer-enablement and enrichment activities unless explicitly stated within each section.

If training, consulting, or customer-enablement and enrichment activities are requested then eGroup may provide these activities for an additional fee. These fees can be included within this Statement of Work or separately billed at an agreed upon per-hour billable rate.

2 Introduction

Warren County ("Warren County") has engaged eGroup Holding Company, LLC ("eGroup") and Enabling Technologies (a division of eGroup and hereafter referred to as "Enabling Technologies Corp" or "Enabling") to perform high-level services related to Warren County's M365 Assessment.

This Statement of Work ("SOW") numbered Quote 20340 v1 and dated 10/17/2023 sets forth the scope of services and deliverables to be provided by eGroup and the terms and conditions under which the services shall be conducted.

3 Project Background

Warren County wishes to perform an assessment of their existing Microsoft 365 ("M365") environment. The user mailboxes are currently hosted in Exchange Online with no on-premises Exchange server in place. Warren County is planning an upgrade from G3 to G5 licensing, including implanting Intune MDM for mobile devices and endpoints. In support of this, they'd like to ensure that their tenant is configured according to best practices for their desired end state.

4 Project Objectives

This engagement has the following objectives:

1. Tenant:
 - a. Review existing Tenant structure.
 - b. Review users assigned in tenant.
 - c. Review security settings for tenant.
 - d. Review tenant assignment.
 - e. Record Recommendations for improvement.
2. Licensing:
 - a. Review licensing assignments and availability.
 - b. Record recommendations for improvement/efficiency.
3. Exchange:
 - a. Review existing Exchange environment.
 - b. Review mail routing.
 - c. Review the users tenant assignments.
 - d. Review best practices for security and configuration relative to Exchange.
 - e. Record Recommendations for improvements.

4. SharePoint Online & OneDrive for Business:
 - a. Review baseline configuration.
 - b. Review external sharing settings.
 - c. Review retention and DLP configuration.

4.1.1 Assessment Deliverables:

eGroup | Enabling Technologies will provide the following deliverables:

1. A final report with key recommendations for the technical components of this statement of work will be provided in Word format (10+ pages):
 - a. Summary of the present technical state of client environment.
 - b. Technical analysis and gaps for relevant areas that touch Microsoft 365 Solutions.
2. Final Q&A discussion with the eGroup | Enabling Architects and the Project Manager about the report.

5 Current Environment Readiness

This Statement of Work assumes that Warren County's physical and cloud-based environments and network infrastructures are prepared to accommodate the equipment and services to be provided by eGroup | Enabling within the scope of this project. Upon discovering any deficiency that would prevent or otherwise hinder project execution, eGroup | Enabling shall notify Warren County of the deficiency in writing and work in good faith with Warren County to adjust the project schedule to accommodate Warren County's remediation of the issue. Services that are dependent on the remediation of the deficiency will be postponed or suspended until the remediation is complete. eGroup | Enabling is not liable for any delays to the overall project plan necessitated by Warren County's remedial activities and shall be held harmless for changes in the schedule resulting from such activities.

At present, eGroup | Enabling is not aware of any limitations to a successful engagement.

5.1 Project Prerequisites:

The following items have been identified as critical to the overall success of this engagement and should be completed prior to commencement of this engagement:

1. Project stakeholders identified, and necessary design and discussion sessions scheduled.
2. Assign an Organizational Change Management primary point of contact for eGroup | Enabling to coordinate deliverables through.
 - a. Participate in Organizational Change Management planning sessions as outlined in support of this Statement of Work.
3. Administrative access to environments related to the scope of this engagement.
4. Licensing required for successful deployment of the items described in this statement of work.
5. Timely access to Warren County's IT personnel for Q&A support.
6. Participate in planning sessions as outlined in support of this Statement of Work.
7. eGroup | Enabling Technologies to provide policies and procedures with respect to change management, project management, and governance.
8. Warren County to coordinate attendance of all relevant parties for planning sessions.
9. If applicable, identify and communicate any applicable compliance and regulatory mandates.

5.2 Customer Environment Access Protocol:

As part of eGroup | Enabling's commitment to assuring secure and protected client environments, eGroup | Enabling requires the use of named accounts for all eGroup | Enabling resources who will engage in activities that involve access to on-premises or cloud-based client-owned systems. eGroup | Enabling strongly recommends not utilizing shared accounts. The use of shared accounts can lead to an increase in system vulnerability, as well as a reduction in auditing and compliance capabilities. Warren County accepts all liability for the use of shared accounts.

eGroup | Enabling asks that the following policies be applied to accounts created for eGroup | Enabling resources engaging in project work:

- Based on the initial project plan, the account expiration be set to 8 AM on the day following the scheduled project completion. The eGroup | Enabling Project Manager shall request extensions as necessary to accommodate project delays, change orders, or other events that may cause a project to take longer than initially anticipated.
- Named user accounts shall be configured to require password resets per the client's standard policy and shall not be set to disable required password changes.
- The length and complexity of named user account passwords shall be configured per the client's standard policy. eGroup | Enabling suggests that passwords be at least 10 characters in length and utilize a combination of upper and lower-case numbers, numeric values, and special characters i.e., strong passwords.
- A named user account shall be granted no more than the minimal required permissions to perform the specific tasks assigned to the eGroup | Enabling resource.
- For larger projects that involve multiple systems, care shall be taken to not grant a single named user account access across those systems in such a way that could lead to a system-wide compromise. For example, the ability to create and set permissions on Active Directory accounts, as well as the ability to modify Access Control Lists on network security devices shall not be granted. In these cases, separate accounts may be created, or eGroup | Enabling resources will collaborate sufficiently to complete the necessary objectives.

If Warren County requires and would like assistance in remediating insecure environments to ensure that the policies above can be implemented and enforced, eGroup | Enabling can provide these services through a separate agreement. If any deviations to this policy are required to satisfy project objectives, eGroup | Enabling requests that the specific deviation and justification be communicated to the assigned Project Manager, so it may be evaluated, and potential alternative approaches identified. This will also allow the eGroup | Enabling Project Manager to communicate the removal of approved deviations when they are no longer required to satisfy the project's objectives.

5.3 Project Completion Criteria:

This statement outlines the specific criteria that must be met for the project to be considered complete. It provides clear guidelines for both eGroup | Enabling and Warren County to ensure that all parties are aware of what is expected for successful project completion.

The project will be considered complete when the following criteria have been met:

- All objectives outlined within this document have been completed.
- All deliverables have been provided.
- All approved change orders have been fulfilled.

6 Project Management

eGroup | Enabling shall provide project management services to lead the execution of this project from inception to completion. The project manager shall develop and implement project controls to facilitate the management of project tasks and communication of project status. The project manager shall work in close collaboration with Warren County to ensure the project is meeting expectations and to ensure that Warren County is also fulfilling its responsibilities on the project. The tasks to be performed by the eGroup | Enabling project manager are as follows:

1. Secure resources to complete the project tasks assigned to eGroup | Enabling.
2. Coordinate all eGroup | Enabling-provided services throughout the course of the project.
3. Serve as the central contact for project communication, escalation, and issue resolution.
4. Build and maintain the master project plan.
5. Provide periodic status updates to designated Warren County contacts and project participants with at least weekly frequency.

6.1 Start of Work:

The start of this project's work will be dependent upon engineer availability. eGroup | Enabling's typical lead time for professional services is four to six (4-6) weeks upon completion of the following activities: Execution of this Statement of Work, Warren County's approval of the project delivery schedule, completion of project prerequisites, and, if applicable, availability of required hardware and/or software.

6.2 Cancellation Policy:

eGroup | Enabling, in collaboration with Warren County, will develop and review a delivery schedule that appropriately plans the delivery of services in a manner that best assures a successful outcome. As such, Warren County's Project Manager will work with Warren County to plan the delivery cadence of this project.

Should the requirement for changes to the jointly approved delivery schedule arise, Warren County shall notify their eGroup | Enabling Project Manager at least two (2) days in advance of prescheduled activities. Given the impact of such delays on eGroup | Enabling's resource management processes, Warren County shall be invoiced \$1,000 for postponements or cancellations for which two (2) business days' advance notice is not provided.

6.3 Work Stoppage Policy:

Should Warren County introduce project delays related to non-decision, lack of response, or other generally avoidable causes, eGroup | Enabling reserves the right to invoice for services rendered up to the time of stoppage.

Should an unexpected stoppage in work occur, and depending upon its nature, eGroup | Enabling will conduct a comprehensive Project Review prior to restarting work. This Project Review is intended to address several critical factors including, but not limited to:

- Revalidation of the Scope of Services.
- Revision of the project delivery plan.
- Review of the project budget.

Unexpected work stoppages have an impact on the project scope, budget, and timeline. Should a stoppage of work occur, eGroup | Enabling will review and determine the necessity of a Change Order to resume work. Should a Change Order be deemed necessary, work may not restart until a Change Order has been executed between eGroup | Enabling and Warren County.

7 Scope Exclusions

The following tasks are beyond the scope of services to be provided by eGroup | Enabling during this engagement:

1. Direct support of end-user workstations or other devices.
2. Any task not explicitly described as within the scope of this engagement.
3. Corrective measures for any issues or risks identified during this engagement.

NOTE: A change form(s) may be issued for approval and funding of requisite changes to scope.

8 Estimated Duration

Based on the work effort listed herein, and unless otherwise represented elsewhere in this Statement of Work, this engagement is forecasted to be complete no later than ninety (90) calendar days from the date of execution of this Statement of Work or from the date of delivery of the last piece of equipment that is physically required to complete the engagement, whichever is later.

This timeline reflects the work effort associated with each activity contained within this Statement of Work and the sense of urgency both parties acknowledge for completing the stated tasks. This timeline would not accommodate any change in scope, issues encountered, planned/unplanned maintenance windows, or other timeline-impacting business reasons experienced during execution. This timeline assumes that all customer-invoked processes and activities, including but not limited to change control procedures, will not introduce delays in the implementation of project tasks that would lead to a slip in the end date.

To ensure all parties maintain a sense of urgency towards completing the engagement, tasks not completed within this timeline forecast are subject to additional time and materials service fees outside of this Statement of Work. Your eGroup | Enabling Project Manager will work proactively with the Warren County team to ensure your engagement remains on track for completion within this timeframe.

9 Project Fees and Billing

Project services fees and expenses shall be billed monthly based upon the progression of work within a calendar month, not to exceed the total contracted fees amount of \$12,900 plus incurred travel expenses.

The total estimated travel expense is estimated at \$0, based on 100% local project delivery. As required, travel expenses are charged for on-site services for engineers traveling more than thirty-five (35) miles from their base office and are billed at actual cost. Travel expenses may include mileage, meals, hotel stay, and other associated expenses as applicable. Actual travel expenses shall be billed separately on a weekly basis, as incurred.

Terms of payment are Net 30 Days. Late fees will be applied on invoices greater than 60 days from the date invoiced.

10 Microsoft Cloud Partner of Record

eGroup | Enabling provide services that help clients achieve business and mission critical objectives using Microsoft products. As a certified Microsoft FastTrack Ready partner, eGroup | Enabling is offering FastTrack services to all clients at no cost as part of all ongoing relationships. The FastTrack program is designed to provide no-cost guidance to eligible customers with at least 150 Microsoft 365 license subscriptions, for the life of the subscription. Enrollment in this program allows our clients access to program resources such as remote guidance and consultation, documentation, and prebuilt collateral for: deployment and implementation, migrations, adoption and change management, pilots, advisory services, and Q&A for IT points of contact. The program is designed to offer guidance on qualifying M365 workloads.

When acting on behalf of their clients to assist in designing, managing, configuring, and support Azure and Microsoft 365 services the Azure Partner Admin Link (PAL) or the Microsoft 365 Claimed Partner of Record (CPOR) association will associate eGroup | Enabling's partner network ID to your Azure subscription or Microsoft 365 workloads.

PAL and CPOR associations enable Microsoft to confirm and track that eGroup | Enabling are helping our clients design, deploy, migrate, drive adoption, manage, and/or support specific workloads in their Microsoft Azure and Microsoft 365 environments.

Public Disclosure: Through the assignment of CPOR or PAL, eGroup | Enabling may result in monetary fees, commission, or compensation paid by Microsoft to eGroup | Enabling.

10.1 Attribution Methods:

Attribution methods consist of one or more of the following:

1. CSP Subscription from eGroup | Enabling.
2. Partner Admin Link (PAL) for Azure, detailed instructions to be supplied after the project begins.
3. Claimed Partner of Record (CPOR) for Microsoft 365, this is requested by eGroup | Enabling where an email notification may be sent directly from Microsoft, if you approve no action is required.

Note:

1. No new client data is collected from Microsoft, the association simply provides the telemetry to Microsoft that eGroup | Enabling is actively involved in assisting the client with their Microsoft Azure environment or Microsoft 365 workload.
2. The Partner of Record designation is at no cost to the client and can be changed, updated, or removed by the client at any point in time.

This engagement will require the following attribution methods:

<input type="checkbox"/>	CSP Subscription for Microsoft 365 Services	<input checked="" type="checkbox"/>	Claimed Partner of Record for M365 (CPOR)
<input type="checkbox"/>	Partner Admin Link (PAL) for Azure	<input type="checkbox"/>	Delegated Administration for M365

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10.2 Associated Workloads/Services:

The selected Microsoft 365 associated workloads are in scope of this agreement:

<input type="checkbox"/>	Azure Active Directory Premium Conditional Access (AADP CA)	<input checked="" type="checkbox"/>	Microsoft 365 Apps
<input checked="" type="checkbox"/>	Exchange Online	<input checked="" type="checkbox"/>	SharePoint Online
<input type="checkbox"/>	Intune	<input checked="" type="checkbox"/>	Teams Meetings
<input type="checkbox"/>	Microsoft Cloud App Security	<input type="checkbox"/>	Teams Phone System
<input type="checkbox"/>	Microsoft Defender for Endpoint (MDE)	<input checked="" type="checkbox"/>	Teams Platform
<input type="checkbox"/>	Microsoft Purview Information Protection	<input type="checkbox"/>	Viva Connections
<input type="checkbox"/>	Microsoft Defender for Identity (MDI)	<input type="checkbox"/>	Viva Insights
<input type="checkbox"/>	Viva Learning	<input type="checkbox"/>	Viva Topics
<input type="checkbox"/>	Insider Risk Manager (IRM)	<input type="checkbox"/>	

The selected Microsoft PAL associated workloads are in scope of this agreement:

<input type="checkbox"/>	Dynamics 365	<input type="checkbox"/>	Power Platform
<input type="checkbox"/>	Azure Consumption	<input type="checkbox"/>	Power Apps

11 Assumptions and Customer Responsibilities

11.1 General Assumptions:

This SOW is based upon the following assumptions:

1. eGroup | Enabling will perform project work as required by the work breakdown structure without more than a 2-day break of activity except for any planned Holidays unless this break is requested by Warren County.
2. eGroup | Enabling will provide project personnel knowledgeable with the aforementioned products based on the skills required at the appropriate times and in accordance with the work breakdown structure.
3. The normal "on-hours" workday for the project will be 8:00 AM to 6:00 PM Eastern Time, Monday through Friday. "Afterhours" is work performed between 6 PM and 8 AM Monday through Thursday (Friday at 8 AM) and is billed at 1.5X the standard rate. Weekend and Holiday is any work performed between 6PM Friday and 8 AM Monday or on a National Holiday and is billed at 2X the standard rate.

11.2 Customer Responsibilities:

If the project is to be successful, Warren County must commit to the following obligations:

1. Provide a single point of contact for project coordination between Warren County and eGroup | Enabling and that person will be responsible for ensuring Warren County project personnel are on target with their assigned duties in accordance with the work breakdown structure.
2. Warren County will assign an Organizational Change Management primary point of contact for eGroup | Enabling to coordinate deliverables through.
3. Ensure necessary backups have been successfully made and are operational.
4. Ensure eGroup | Enabling has appropriate access to buildings and spaces as required.
5. Ensure adequate access to wiring/equipment rack areas – if needed.
6. Provide eGroup | Enabling with all relevant system and network documentation, as requested.

7. Provide escorts when eGroup | Enabling personnel are required to access secure areas.
8. Ensure all essential stakeholders available to eGroup | Enabling throughout the duration of this engagement.
9. Make administrative and configuration information available to eGroup | Enabling prior to the commencement of this engagement.
10. Make timely decisions in collaboration with eGroup | Enabling regarding escalated or critical issues as they arise during the project.
11. Provide suitable work area spaces with desks, chairs, and telephones, as well as necessary Warren County systems accounts and passwords.
12. Provide LAN connections that enable access to the Internet and email for eGroup | Enabling's on-site project team.
13. Will assume responsibility for management and coordination of all non-eGroup | Enabling managed vendors.
14. Provide access with proper licenses to all necessary tools, software, and third-party products required for eGroup | Enabling to complete their assigned project tasks.
15. Maintain active vendor maintenance agreements for the technology impacted by this project or will otherwise obtain vendor maintenance as required to support this project throughout its duration.
16. Will notify eGroup | Enabling project management of any unscheduled or scheduled projects outside of this implementation that might interfere with the project schedule.
17. Schedule and obtain any downtime windows reasonably required to keep the project on schedule.
18. Will provide eGroup | Enabling with high priority access to team members with knowledge of current technology configurations and operational processes and with responsibility for administering the technologies that will be impacted by this project.
19. If applicable, identify and communicate any applicable compliance and regulatory mandates.
20. Provide eGroup | Enabling with advance notification of any change that is to be introduced in the IT environment and together assess the potential impact of the change to this engagement prior to its implementation. When business needs preclude advance notification, such as timely response to a critical support issue, Warren County shall notify eGroup | Enabling of such a change within the same business day that the change is implemented.
21. Provide eGroup | Enabling with the primary contact for each vendor supporting the Warren County IT infrastructure as requested, including, but not limited to, ISP and circuit providers.
22. Provide two (2) business days' advance notice of postponements and cancellations of previously scheduled activities. Given the impact of such delays on eGroup | Enabling's resource management processes, Warren County shall be invoiced \$1,000 for postponements or cancellations for which two (2) business days' advance notice is not provided.
23. eGroup | Enabling reserves the right to invoice for services rendered to date, should Warren County introduce project delays related to non-decision, lack of response, or other generally avoidable causes.

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12 Change Control Process

As eGroup | Enabling and Warren County collaborate on this project, it is possible that either party will find reasons to change the scope, timeline, or overall budget.

While this need might be identified by a member of Warren County's team or a member eGroup | Enabling's team, eGroup | Enabling's Project Manager will handle documentation and communication of the change to Warren County's designated point of contact. eGroup | Enabling and Warren County shall work together in good faith to assess the impact of the change and determine whether the proposed change shall be accepted or rejected.

13 Project Team

eGroup | Enabling Team:

The Project Manager is the person responsible for ensuring that the Project Team completes the project. The Project Manager develops the Project Plan with the team and manages the team's performance of project tasks. It is also the responsibility of the Project Manager to secure acceptance and approval of deliverables from the Project Sponsor and Stakeholders. The Project Manager is responsible for communication, including status reporting, risk management, escalation of issues that cannot be resolved in the team, and, in general, making sure the project is delivered in budget, on schedule, and within scope.

Engineers are responsible for executing tasks and producing deliverables as outlined in the Project Plan and directed by the Project Manager, at whatever level of effort or participation has been defined for them.

The Executive Sponsor acts as a vocal and visible champion, legitimizes the project's goals and objectives, keeps abreast of major project activities, and is a decision-maker for the project.

Stakeholders are all those groups, units, individuals, or organizations, internal or external to our organization, which are impacted by, or can impact, the outcomes of the project.

Warren County Team:

eGroup | Enabling engineers will work with a Primary Contact for each architecture type throughout the project. This person is responsible for maintaining the systems after the eGroup | Enabling engineers have completed the project and provide key data as the project is being completed. This person will shadow eGroup | Enabling's engineers as needed and should review documentation.

The Secondary Contact is someone who can handle issues and escalations should the primary contact be indisposed during the project and after the project is complete. This person will shadow eGroup | Enabling's engineers as needed and should review documentation.

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14 Escalation Path

Engineers and Organizational Change Management Consultants will work closely with the assigned primary point of contact to manage project issues, risks, and change requests as described in the sections above. The standard escalation process for review and approval and/or dispute resolution is as follows:

1. Project Team (assigned Project Manager, Change Management Consultant, Engineers).
2. eGroup | Enabling Director of Project Management.
3. Executive Sponsor.

THIS AREA IS LEFT INTENTIONALLY BLANK

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

Resolution

Number 24-0091

Adopted Date January 16, 2024

ENTERING INTO A MEMORANDUM OF UNDERSTANDING WITH THE DEERFIELD TOWNSHIP BOARD OF TRUSTEES FOR THE OPERATIONAL TESTING AND MAINTENANCE OF WARREN COUNTY FIRE HYDRANTS

WHEREAS, the Warren County Water and Sewer Department is the owner and operator of approximately 6,500 fire hydrants located across eight townships; and

WHEREAS, the Deerfield Township Fire Department has offered to assist the County with the operation, maintenance, and testing of the County's fire hydrants; and

WHEREAS, the County wishes to partner with the Deerfield Township Fire Department for the performance of routine preventative maintenance and functional testing of the fire hydrants and hydrant valves.

NOW THEREFORE BE IT RESOLVED, to enter into a Memorandum of Understanding with the Deerfield Township Fire Department for the operation and testing of Warren County Fire Hydrants, a copy of said memorandum is attached hereto and made a part hereof.

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

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

Resolution adopted this 16th day of January 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: c/a—Deerfield Township
Water/Sewer (file)

**MEMORANDUM OF UNDERSTANDING BETWEEN WARREN COUNTY AND DEERFIELD
TOWNSHIP BOARD OF TRUSTEES**

The Board of Commissioners of Warren County, Ohio (the "County") on behalf of the Warren County Water & Sewer Department, and the Deerfield Township Board of Trustees, on behalf of the Deerfield Township Fire Department (the "Fire Department"), or jointly the "Parties" or separately a "Party", hereby enter into this Memorandum of Understanding ("MOU"), effective immediately upon execution.

WHEREAS, the Parties desire to enter into this Memorandum of Understanding ("MOU") for the purpose of the Fire Department assisting the County by providing limited operational testing and maintenance of the County's fire hydrants and associated appurtenances connected to existing County waterlines in Deerfield Township.

UNTIL EITHER PARTY GIVES NOTICE OF REVOCATION, THE PARTIES AGREE AS FOLLOWS:

1. This memorandum authorizes the Fire Department to perform routine preventative maintenance and functional testing of the County's fire hydrants and hydrant valves. The terms of this MOU do not apply to the Fire Department's use of the County's hydrants for emergency response for fire protection.

All maintenance activities performed under this MOU shall be coordinated with the County. Prior to the start of work, the Fire District shall notify the Water Department of the intention to perform hydrant maintenance activities. The County shall review the request based on current water production rates, water distribution staffing levels, and frequency of water main breaks and provide prompt feedback to the Fire District. The Parties shall coordinate to develop a plan of activities that includes notification of customers, maps identifying watermains/valves/hydrants, name and contact of the employee in responsible charge, list of Fire District employees to perform the work, and confirmation that all employees performing the work are trained and knowledgeable regarding County hydrant maintenance. Upon approval of the plan, the County shall determine if representatives from the County need to be present to train, supervise, monitor and/or assist with activities. All work performed shall be recorded and tracked on Warren County Fire Hydrant Maintenance Forms include with this agreement as **Exhibit A**.

Due to the potential of damage to the distribution system and staffing requirements, flushing of hydrants shall not be performed on Fridays, Saturdays, or Sundays, or workdays prior to holidays. Should an emergency arise that affects the integrity of the County's water system, the Fire District will immediately cease all maintenance activities when notified by the County.

2. All hydrant maintenance activities shall be performed in accordance with County standards as outlined below.
 - a. Hydrant Operation Training – All Fire Department employees participating in maintenance activities shall receive field training before performing operation and maintenance on the County's hydrants. Training shall be administered by the County or by County approved instructors from the Fire Department. If training is performed by the Fire Department the County shall be provided the opportunity to participate. Training shall be performed annually or biannually as determined appropriate by the Parties.
 - b. Customer Notification for flushing – The Fire Department shall notify customers a minimum of 48 hours prior to performing hydrant flushing. Multiple forms of notification should be used to contact customers including door hangers, customer mailers, roadway signage, Water Department social media, Township/Fire Department social media, and contact with Homeowner Associations.

- c. Fire Hydrant Operation & Inspection – As inspections are completed all issues including operational problems, failed/inoperable hydrants, and needed repairs shall be documented on the Fire Hydrant Maintenance Forms and provided to the County for follow-up action.
 - d. Painting of Hydrants – Hydrants shall be prepared for painting and must be clean, dry, and free from rust. Paint shall be industrial grade resistant to cracking, peeling, and protects against sunlight, weather, rust, oil, gasoline, corrosive chemicals and wear up to 5 years in outdoor conditions. Painting system shall be an aerosol ultra high solids system with enamel finish and shall be Inhibitaur High Solids Paint by Continental Research Corporation. The color shall be Fire Hydrant Red SKU: 09172.
 - e. Maintenance of Hydrant Caps – Inspect caps, threads, chains, and O-ring gaskets. Clean the treads with a wire brush and lubricate with an NSF Standard 61 approved graphite-based lubricant. Caps should be tightened slightly more than hand tight.
 - f. Inactive Hydrants – Hydrant rings fabricated from UV and weather resistant HDPE plastic with the wording “OUT OF SERVICE” shall be installed on the 4.5-inch pumper connection of inactive hydrants. The Fire Department shall contact the Water Distribution Superintendent within 1 working day upon the discovery of an inactive hydrant. All work associated with the repair of inactive hydrants shall be performed by the County or their designee.
 - g. Supplies – The County shall provide the Fire Department with paint, sanding supplies, wire brushes, lubrication supplies, out of service signs, metering equipment, and value keys.
3. No other operation and maintenance activities not listed herein shall be performed by the Fire Department. These activities include, but are not limited to, excavation, flow testing, removal, disassembly, and/or rebuilding of fire hydrants.
4. This MOU may be revoked by either Party at any time without cause.

Pursuant to Board Resolution No. 24-0091,
dated _____.

Pursuant to Board Resolution No. 2023-73,
dated 12.19.23.

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

BOARD OF DEERFIELD TOWNSHIP TRUSTEES

By: [Signature]
Name: Tiffany Zindel, County Administrator
Date: 1-16-24 Tom Grissmann,
Vice President

By: [Signature]
Name: Lelle Lutts Hedding, Board President
Date: 12.19.23

Recommended by:
[Signature]
Chris Brausch, Director of Warren County
Water & Sewer Department

Recommended by:
[Signature]
Chris Eisele, Fire Chief

Approved as to form by:
[Signature]
Assistant Prosecutor

Approved as form by:
[Signature]
Law Director/Legal Counsel

EXHIBIT A

WARREN COUNTY WATER & SEWER

HYDRANT ID NUMBER:	DATE:		
LOCATION:	INSPECTOR:		
MANUFACTURE:	CONTACT NO:		
MODEL NO:			
HYDRANT YEAR:			
HYDRANT INSPECTION:	YES	NO	NOTES
Hydrant is visible, accessible, and free of obstructions. All vegetation, landscaping, and other obstructions are sufficiently clear to operate the hydrant.			
Top of Hydrant is not leaking when hydrant is on.			
Cap gaskets are not leaking when hydrant is on.			
Hydrant barrel is in good condition without cracks or deep corrosion.			
Operating nut is not worn and does not have rounded corners.			
Outlet threads are not damaged.			
Outlet caps are secured slightly more than hand tight.			
Hydrant drains properly.			
HYDRANT MAINTENANCE:	YES	NO	NOTES
Outlet threads are clean and greased.			
Hydrant required painting.			
HYDRANT TESTING:	YES	NO	NOTES
Hydrant operates properly.			
Complete rotations to fully open:			
Static Pressure (psi):			
Approximatley amount of water flushed through hydrant (Gallons).			
HYDRANT VALVE:	YES	NO	NOTES
Valve box is at proper grade & not damaged.			
Valve box is clear of debris			
Operating nut is accessible			
Valve operates properly			
COMMENTS/NOTES:			

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 24-0092

Adopted Date January 16, 2024

ACKNOWLEDGING PAYMENT OF BILLS

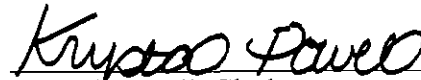
BE IT RESOLVED, to acknowledge payment of bills from 1/11/24 as attached hereto and made a part hereof.

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

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

Resolution adopted this 16th day of January 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

/kp

cc: Auditor

BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO

Resolution

Number 24-0093

Adopted Date January 16, 2024

ENTERING INTO A SUBDIVISION PUBLIC IMPROVEMENT PERFORMANCE AND MAINTENANCE SECURITY AGREEMENT WITH PIMLICO POINTE, LLC, FOR INSTALLATION OF CERTAIN IMPROVEMENTS IN THE PIMLICO POINTE SUBDIVISION, SITUATED IN DEERFIELD TOWNSHIP

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

SECURITY AGREEMENT

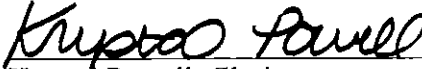
Bond Number	:	24-002 (W/S)
Development	:	Pimlico Pointe
Developer	:	Pimlico Pointe, LLC
Township	:	Deerfield
Amount	:	\$39,763.60
Surety Company	:	Capitol Indemnity Corporation (CIC1931523)

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

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

Resolution adopted this 16th day of January 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cgb

cc: Pimlico Pointe LLC, 9545 Kenwood Road, Suite 401, Cincinnati, OH 45242
Capitol Indemnity Corp, 1600 Aspen Commons, Suite 300, Middleton, WI 53562
Water/Sewer (file)
Bond Agreement file

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

Bond No. CIC1931523

WATER AND/OR SANITARY SEWER

Security Agreement No.

24-002 (w/s)

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

WITNESSETH:

WHEREAS, the Developer is required to install certain improvements in Pimlico Pointe Subdivision, Section/Phase _____ (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 \$ 397,636⁰⁰, 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 none 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 N/A 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 39,763⁶⁰ 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:

Pinnacle Pointe, LLC
9545 Kenwood Road
Suite 401
Cincinnati Ohio 45242
Ph. (513) 984 - 5360

D. To the Surety:

Capitol Indemnity Corporation

1600 Aspen Commons

Suite 300

Middleton, WI 53562

Ph. (608) 829 - 4200

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

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

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

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

Original Escrow Letter (attached)

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

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

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

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

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

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

DEVELOPER:

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

SIGNATURE: Harold R. Silverman

PRINTED NAME: Harold R. Silverman

TITLE: Manager

DATE: 1/4/24

SURETY:

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

SIGNATURE: Dustin Stevens

PRINTED NAME: Dustin Stevens

TITLE: Attorney in Fact

DATE: 01/04/2024

[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 24-0093, dated January 16, 2024

WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS

SIGNATURE: [Signature]

PRINTED NAME: TOM GROSSMANN

TITLE: Vice President

DATE: 1-16-24

RECOMMENDED BY:

By: [Signature]
SANITARY ENGINEER

APPROVED AS TO FORM:
By: [Signature]
COUNTY PROSECUTOR

Key:

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

CAPITOL INDEMNITY CORPORATION
POWER OF ATTORNEY

CIC1931523
Bond Number

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

Dustin Stevens
Name of Individual

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

\$ See Bond Form for CIC1931523 on behalf of Pimlico Pointe, LLC
Bond Amount Bond Number Principal

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

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

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

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

IN WITNESS WHEREOF, the CAPITOL INDEMNITY CORPORATION has caused these presents to be signed by its officer undersigned and its corporate seal to be hereto affixed duly attested, this 1st day of September, 2022.

Attest:

Ryan J. Byrnes
Ryan J. Byrnes
Senior Vice President,
Chief Financial Officer and Treasurer
Todd Burrick
Todd Burrick
Chief Underwriting Officer



CAPITOL INDEMNITY CORPORATION

Adam L. Sills
Adam L. Sills
Chief Executive Officer and President

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

On the 1st day of September, 2022 before me personally came Adam L. Sills, to me known, who being by me duly sworn, did depose and say: that he resides in the County of New York, State of New York; that he is Chief Executive Officer and President of CAPITOL INDEMNITY CORPORATION, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.



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

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

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

Signed and sealed at the City of Middleton, State of Wisconsin this 4th day of January, 202024



Suzanne M. Broadbent
Suzanne M. Broadbent
Secretary

Water Main (Public)

Connect To Existing 8" Watermain With 8" Valve & Tapping Sleeve	2.00 EACH	\$11,500.00	\$23,000.00
Connect To Existing 6" Watermain, Relocate Existing Fire Hydrant And Valve At Thornberry Court	1.00 EACH	\$6,200.00	\$6,200.00
8" WCWS Fire & Domestic Water Vault	2.00 EACH	\$68,900.00	\$137,800.00
8" DIP Water Main	1,317.00 LF	\$98.00	\$129,066.00
8" Gate Valves	5.00 EACH	\$3,000.00	\$15,000.00
Fire Hydrants - Includes 6" Gate Valve	4.00 EACH	\$8,750.00	\$35,000.00
3/4" Domestic Water Service For 1 Buildings (Clubhouse) - (METER BY DEVELOPER)	1.00 EACH	\$2,110.00	\$2,110.00
1.5" Domestic Water Services For 2 Buildings (Attached Ranches 9 & 10) - (METERS BY DEVELOPER)	2.00 EACH	\$3,160.00	\$6,320.00
2" Domestic Water Services For 3 Buildings (Flats 8-10, 2 Taps Per Building) (METERS BY DEVELOPER)	3.00 EACH	\$8,010.00	\$24,030.00
2" Domestic Water Services For Clubhouse (Added By TB On 4/5/2023) (METERS BY DEVELOPER)	1.00 EACH	\$4,110.00	\$4,110.00
Lower Water Under Storm	5.00 EACH	\$2,500.00	\$12,500.00
Hydrostatic Testing	1.00 EACH	\$2,500.00	\$2,500.00
Total Price for above Water Main (Public) Items:			<u>\$397,636.00</u>

Office of Risk Assessment
50 West Town Street
Third Floor - Suite 300
Columbus, Ohio 43215
(614)644-2658
Fax(614)644-3256
www.insurance.ohio.gov

Ohio Department of Insurance

Mike DeWine - Governor
Judith French - Director



Certificate of Compliance

Issued 03/22/2023

Effective 04/02/2023

Expires 04/01/2024

I, Judith French, hereby certify that I am the Director of Insurance in the State of Ohio and have supervision of insurance business in said State and as such I hereby certify that

CAPITOL INDEMNITY CORPORATION

of Wisconsin is duly organized under the laws of this State and is authorized to transact the business of insurance under the following section(s) of the Ohio Revised Code:

Section 3929.01 (A)

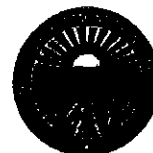
Accident & Health	Nonrenew- Stated Reasons (A&H)
Allied Lines	Other
Boiler & Machinery	Other Accident only
Burglary & Theft	Other Liability
Collectively Renewable A & H	Surety
Commercial Auto - Liability	
Commercial Auto - No Fault	
Commercial Auto - Physical Damage	
Fidelity	
Fire	
Glass	
Group Accident & Health	
Guaranteed Renewable A & H	
Inland Marine	
Medical Malpractice	
Multiple Peril - Commercial	
Noncancellable A & H	

CAPITOL INDEMNITY CORPORATION certified in its annual statement to this Department as of December 31, 2022 that it has admitted assets in the amount of \$714,523,665, liabilities in the amount of \$527,298,321, and surplus of at least \$187,225,344.

IN WITNESS WHEREOF, I have hereunto subscribed my name and caused my seal to be affixed at Columbus, Ohio, this day and date.

Judith L. French

Judith French, Director



CAPITOL INDEMNITY CORPORATION
POWER OF ATTORNEY

CIC1931523

Bond Number

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

Dustin Stevens
Name of Individual

Its true and lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf, as surety, and as its act and deed, any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of \$ See Bond Form for CIC1931523 on behalf of Pimlico Pointe, LLC
Bond Amount Bond Number Principal

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

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

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

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

IN WITNESS WHEREOF, the CAPITOL INDEMNITY CORPORATION has caused these presents to be signed by its officer undersigned and its corporate seal to be hereto affixed duly attested, this 1st day of September, 2022.

Attest:

RJ Byrnes
Ryan J. Byrnes
Senior Vice President,
Chief Financial Officer and Treasurer
Todd Burrick
Todd Burrick
Chief Underwriting Officer

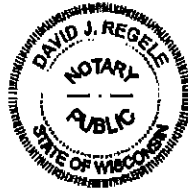


CAPITOL INDEMNITY CORPORATION

Adam L. Sills
Adam L. Sills
Chief Executive Officer and President

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

On the 1st day of September, 2022 before me personally came Adam L. Sills, to me known, who being by me duly sworn, did depose and say: that he resides in the County of New York, State of New York; that he is Chief Executive Officer and President of CAPITOL INDEMNITY CORPORATION, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.



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

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

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

Signed and sealed at the City of Middleton, State of Wisconsin this 4th day of January, 20 2024



Suzanne M. Broadbent
Suzanne M. Broadbent
Secretary

Resolution

Number 24-0094

Adopted Date January 16, 2024

ENTERING INTO STREET AND APPURTENANCES (INCLUDING SIDEWALKS) SECURITY AGREEMENT WITH GRAND COMMUNITIES, LLC FOR INSTALLATION OF CERTAIN IMPROVEMENTS IN SHAKER RUN SECTION EIGHT, PHASE C SITUATED IN TURTLECREEK 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

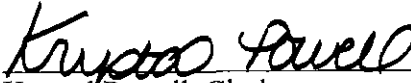
Bond Number	:	24-001 (P/S)
Development	:	Shaker Run Section Eight, Phase C
Developer	:	Grand Communities, LLC
Township	:	Turtlecreek
Amount	:	\$64,016.55
Surety Company	:	RLI Insurance Company (CMS0356107)

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

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

Resolution adopted this 16th day of January 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

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

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

**STREETS AND APPURTENANCES
(Including Sidewalks)**

Security Agreement No.

24-001 (P/S)

This Agreement made and concluded at Lebanon, Ohio, by and between Grand Communities, LLC (1) (hereinafter the "Developer") and the Warren County Board of County Commissioners, (hereinafter the "County Commissioners"), and RLI Insurance Company (2) (hereinafter the "Surety").

WITNESSETH:

WHEREAS, the Developer is required to install certain improvements in Shaker Run Subdivision, Section/Phase Sec8 PhC(3) (hereinafter the "Subdivision") situated in Turtlecreek (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 \$207,639.11, and that the Improvements that have yet to be completed and approved may be constructed in the sum of \$49,243.50; 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 \$64,016.55 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 Two (2) years from the date of the execution of this agreement, as determined by the County Engineer. The same shall apply whenever construction of the Improvements is not performed in accordance with the Warren County subdivision regulations.
4. The condition of the Performance Obligation shall be that whenever the Developer shall be declared by the County Commissioners to be in default, the Surety and the Developer shall, upon written notification of default by the County Commissioners to the Surety promptly make sufficient funds available to the County Commissioners to pay the cost of the completion of the construction of the uncompleted or unapproved Improvements in accordance with Warren County subdivision regulations, including any costs incurred by the County Commissioners which are incidental to the completion of the construction of the uncompleted or unapproved Improvements, including, but not limited to costs associated with publication of legal notices, preparation of such additional plans, specifications and drawings as may, in the judgment of the County Commissioners, be necessary, preparation of bid documents, etc., but not exceeding the amount set forth in Item 1 hereof. The Developer shall have the opportunity to respond in writing within two (2) weeks of receipt of notice of intent to find the Developer in default. In the case that the performance security given is in the form of a cashier's check or certified check provided directly to the County Commissioners, the County Commissioners may apply such funds as set forth herein upon notification of default to the Surety. The determination of the amount of funds to be disbursed by Surety to the County Commissioners as set forth in the aforesaid notification is final and binding upon the parties hereto. However, the foregoing shall not release Developer from any liability for any deficiency between the amount of funds disbursed and the actual costs incurred by the County Commissioners in the completion of the construction or installation of the uncompleted or unapproved Improvements and Developer expressly agrees to be liable to the County Commissioners for any such deficiency.
5. **The County Commissioners, the Developer and Surety mutually agree that the Performance Obligation created herein shall continue until the completion of the installation of the Improvements in accordance with Warren County subdivision regulations and that upon the Improvements having been inspected and approved for two years maintenance, the Performance Obligation shall become null and void after the Developer posts the maintenance security provided for herein.**
6. The Developer will provide **maintenance security** to the County Commissioners in the sum of \$41,527.82 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:

Grand Communities, LLC

3940 Olympic Blvd Suite 400

Erlanger, KY 41018

Ph. (859) 341 - 4709

D. To the Surety:

RLI Insurance Company
9025 N Lindbergh Drive
Peoria, IL 61615
Ph. (309) 692 - 1000

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

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

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

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

Original Escrow Letter (attached)

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

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

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

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

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

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

DEVELOPER:

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

SIGNATURE: Michael Kady
 PRINTED NAME: Michael Kady
 TITLE: President
 DATE: 12/13/23

SURETY:

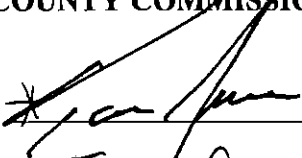
Pursuant to an instrument authorizing the undersigned to execute this agreement.

SIGNATURE: Dustin Stevens
 PRINTED NAME: Dustin Stevens
 TITLE: Attorney in Fact
 DATE: 12/8/2023

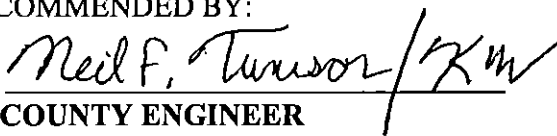
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IN EXECUTION WHEREOF, the Warren County Board of County Commissioners have caused this security agreement to be executed by the President of the Board, on the date stated below, pursuant to Board Resolution Number 24-0094, dated January 16, 2024

**WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS**

SIGNATURE: 
PRINTED NAME: Tom Grossmann
TITLE: Vice President
DATE: 1-16-24

RECOMMENDED BY:

By: 
COUNTY ENGINEER

APPROVED AS TO FORM:

By: 
COUNTY PROSECUTOR

Key:

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

POWER OF ATTORNEY

RLI Insurance Company Contractors Bonding and Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615
Phone: 800-645-2402

Know All Men by These Presents:

Bond No. CMS0356107

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes, but may be detached by the approving officer if desired.

That this Power of Attorney may be effective and given to either or both of **RLI Insurance Company and Contractors Bonding and Insurance Company**, required for the applicable bond.

That **RLI Insurance Company and/or Contractors Bonding and Insurance Company**, each Illinois corporations (as applicable), each authorized and licensed to do business in all states and the District of Columbia do hereby make, constitute and appoint:

Dustin Stevens in the City of Cincinnati, State of OH,

it's true and lawful Agent and Attorney in Fact, with full power and authority hereby conferred upon him/her to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed Twenty Five Million Dollars (\$25,000,000) for any single obligation, and specifically for the following described bond.

Principal: Grand Communities, LLC

Obligee: Warren County Board of Commissioners

RLI Insurance Company and Contractors Bonding and Insurance Company, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and now in force, to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the Corporation shall be executed in the corporate name of the Corporation by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Corporation. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the Corporation. The signature of any such officer and the corporate seal may be printed by facsimile or other electronic image."

IN WITNESS WHEREOF, **RLI Insurance Company and/or Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 21st day of January, 2021.



**RLI Insurance Company
Contractors Bonding and Insurance Company**

B. W. Davis
Barton W. Davis Vice President

State of Illinois }
County of Peoria } SS

CERTIFICATE

On this 21st day of January, 2021, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company and/or Contractors Bonding and Insurance Company**, and acknowledged said instrument to be the voluntary act and deed of said corporation.

I, the undersigned officer of **RLI Insurance Company and/or Contractors Bonding and Insurance Company**, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company and/or Contractors Bonding and Insurance Company** this 11th day of December, 2023.

By: Catherine D. Glover
Catherine D. Glover Notary Public

**RLI Insurance Company
Contractors Bonding and Insurance Company**
By: Jeffrey D. Dick
Jeffrey D. Dick Corporate Secretary



BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO

Resolution

Number 24-0095

Adopted Date January 16, 2024

ENTERING INTO A SUBDIVISION PUBLIC IMPROVEMENT PERFORMANCE AND MAINTENANCE SECURITY AGREEMENT WITH GRAND COMMUNITIES, LLC, FOR INSTALLATION OF CERTAIN IMPROVEMENTS IN SHAKER RUN, SECTION EIGHT, PHASE C, SITUATED IN TURTLECREEK TOWNSHIP

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

SECURITY AGREEMENT

Bond Number	:	24-001 (W/S)
Development	:	Shaker Run, Section Eight, Phase C
Developer	:	Grand Communities, LLC
Township	:	Turtlecreek
Amount	:	\$8,024.35
Surety Company	:	RLI Insurance Company (CMS0354822)

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

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

Resolution adopted this 16th day of January 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cgb

cc: Grand Communities, LLC, 3940 Olympic Blvd, Suite 400, Erlanger, KY 41018
RLI Insurance Company, 9025 N. Lindbergh Drive, Peoria, IL 61615
Water/Sewer (file)
Bond Agreement file

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

WATER AND/OR SANITARY SEWER

Security Agreement No.

This Agreement made and concluded at Lebanon, Ohio, by and between Grand Communities, LLC
_____ (1) (hereinafter the "Developer") and the
Warren County Board of County Commissioners, (hereinafter the "County Commissioners"), and
RLI Insurance Company _____ (2) (hereinafter the "Surety").

WITNESSETH:

WHEREAS, the Developer is required to install certain improvements in Shaker Run
Subdivision, Section/Phase Sec8 PhC (3) (hereinafter the "Subdivision") situated in
Turtlecreek _____ (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 \$80,243.47
and that the Improvements that have yet to be completed and approved may be constructed in the sum of
\$0.00 _____; and,

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

NOW, THEREFORE, be it agreed:

1. The Developer will provide **performance security** to the County Commissioners in the sum
of \$0.00 _____ to secure the performance of the construction of the
uncompleted or unapproved Improvements in accordance with Warren County subdivision
regulations (hereinafter the Performance Obligation). If any sum greater than zero (0) is
inserted herein, the **minimum performance security** shall be ten percent (10%) of the total
cost of the Improvements.

2. The County Commissioners will, upon approval of the County Sanitary Engineer of all Improvements in the Subdivision, tentatively accept all Improvements.
3. The Developer shall be in default of the Performance Obligation if the construction or installation of any Improvement by the Developer is not completed within one (1) years from the date of the execution of this agreement, as determined by the County Sanitary Engineer. The same shall apply whenever construction of the Improvements is not performed in accordance with the Warren County subdivision regulations.
4. The condition of the Performance Obligation shall be that whenever the Developer shall be declared by the County Commissioners to be in default, the Surety and the Developer shall, upon written notification of default by the County Commissioners to the Surety promptly make sufficient funds available to the County Commissioners to pay the cost of the completion of the construction of the uncompleted or unapproved Improvements in accordance with Warren County subdivision regulations, including any costs incurred by the County Commissioners which are incidental to the completion of the construction of the uncompleted or unapproved Improvements, including, but not limited to costs associated with publication of legal notices, preparation of such additional plans, specifications and drawings as may, in the judgment of the County Commissioners, be necessary, preparation of bid documents, etc., but not exceeding the amount set forth in Item 1 hereof. The Developer shall have the opportunity to respond in writing within two (2) weeks of receipt of notice of intent to find the Developer in default. In the case that the performance security given is in the form of a cashier's check or certified check provided directly to the County Commissioners, the County Commissioners may apply such funds as set forth herein upon notification of default to the Surety. The determination of the amount of funds to be disbursed by Surety to the County Commissioners as set forth in the aforesaid notification is final and binding upon the parties hereto. However, the foregoing shall not release Developer from any liability for any deficiency between the amount of funds disbursed and the actual costs incurred by the County Commissioners in the completion of the construction or installation of the uncompleted or unapproved Improvements and Developer expressly agrees to be liable to the County Commissioners for any such deficiency.
5. The County Commissioners, the Developer and Surety mutually agree that the Performance Obligation created herein shall continue until the completion of the installation of the Improvements in accordance with Warren County subdivision regulations and that upon the Improvements having been inspected and approved for one year maintenance, the Performance Obligation shall become null and void.
6. The Developer will provide **maintenance security** to the County Commissioners in the sum of \$8,024.35 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:

Grand Communities, LLC

3940 Olympic Blvd

Suite 400

Erlanger, KY 41018

Ph. (859) 344 - 5956

D. To the Surety:

RLI Insurance Company

9025 N Lindbergh Drive

Peoria, IL 61615

Ph. (309) 692 - 1000

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

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

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

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

___ **Original Escrow Letter** (attached)

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

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

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

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

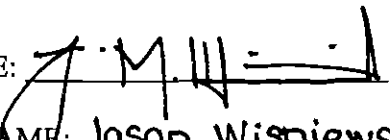
17. This Agreement shall not be assignable or transferrable by the Developer or Surety to any third party or parties without the express written consent of the County Commissioners. Developer and Surety waive any successor developer or successor surety claim or defense unless the County Commissioners have executed a written consent of assignment.

18. This Agreement shall be construed under the laws of the State of Ohio. The Developer and Surety hereby stipulate to the venue for any and all claims, disputes, interpretations and litigation of any kind arising out of this Agreement, being exclusively in the Warren County, Ohio Court of Common Pleas (unless both parties mutually agree in writing to attempt to resolve by alternate dispute resolution prior to litigation), and do further waive any right to bring or remove such claims, disputes, interpretation and litigation of any kind arising out of this Agreement, in or to any other state or a federal court.

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


DEVELOPER:

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

SIGNATURE: 
 PRINTED NAME: Jason Wisniewski
 TITLE: VP of Planning and Entitlement
 DATE: 12/6/23

SURETY:

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

SIGNATURE: 
 PRINTED NAME: Dustin Stevens
 TITLE: Attorney In Fact
 DATE: 12/11/2023

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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 24-0095, dated JANUARY 16 2024

WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS

SIGNATURE: [Signature]

PRINTED NAME: TOM Grossmann

TITLE: Vice President

DATE: 1-16-24

RECOMMENDED BY:

By: [Signature]
SANITARY ENGINEER

APPROVED AS TO FORM:

By: [Signature]
COUNTY PROSECUTOR

Key:

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

POWER OF ATTORNEY

RLI Insurance Company Contractors Bonding and Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615
Phone: 800-645-2402

Bond No. CMS0354822

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes, but may be detached by the approving officer if desired.

That this Power of Attorney may be effective and given to either or both of RLI Insurance Company and Contractors Bonding and Insurance Company, required for the applicable bond.

That RLI Insurance Company and/or Contractors Bonding and Insurance Company, each Illinois corporations (as applicable), each authorized and licensed to do business in all states and the District of Columbia do hereby make, constitute and appoint: Dustin Stevens in the City of Cincinnati, State of OH, it's true and lawful Agent and Attorney in Fact, with full power and authority hereby conferred upon him/her to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed Twenty Five Million Dollars (\$25,000,000) for any single obligation, and specifically for the following described bond.

Principal: Grand Communities, LLC
Obligee: Warren County Board of Commissioners

RLI Insurance Company and Contractors Bonding and Insurance Company, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and now in force, to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the Corporation shall be executed in the corporate name of the Corporation by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Corporation. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the Corporation. The signature of any such officer and the corporate seal may be printed by facsimile or other electronic image."

IN WITNESS WHEREOF, RLI Insurance Company and/or Contractors Bonding and Insurance Company, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 21st day of January, 2021.



RLI Insurance Company
Contractors Bonding and Insurance Company
B. W. Davis
Barton W. Davis Vice President

State of Illinois }
County of Peoria } SS

CERTIFICATE

On this 21st day of January, 2021, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the RLI Insurance Company and/or Contractors Bonding and Insurance Company, and acknowledged said instrument to be the voluntary act and deed of said corporation.

I, the undersigned officer of RLI Insurance Company and/or Contractors Bonding and Insurance Company, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the RLI Insurance Company and/or Contractors Bonding and Insurance Company this 11th day of December, 2023.

By: Catherine D. Glover
Catherine D. Glover Notary Public

RLI Insurance Company
Contractors Bonding and Insurance Company
By: Jeffrey D. Fick
Jeffrey D. Fick Corporate Secretary



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

Resolution

Number 24-0096

Adopted Date January 16, 2024

ENTERING INTO A SUBDIVISION PUBLIC IMPROVEMENT PERFORMANCE AND MAINTENANCE SECURITY AGREEMENT WITH JOHN CANDLE HOMES, LLC FOR INSTALLATION OF CERTAIN IMPROVEMENTS IN LONG COVE LAKES PHASE 2 SUBDIVISION, 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	:	24-003 (W/S)
Development	:	Long Cove Lakes Subdivision, Phase 2
Developer	:	Long Cove Lakes, LLC
Township	:	Deerfield
Amount	:	\$22,642.10
Surety Company	:	Cashier's Check (Heritage No. 002582)

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

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

Resolution adopted this 16th day of January 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cgb

cc: John Candle Homes, LLC, 4700 Duke Drive,, Mason, OH 45040
Water/Sewer (file)
Bond Agreement file
J. Stilgenbauer - OMB

Sewer & water
Candlestone phase 1
Deerfield Township
8 lots

Sanitary Sewer

8" sanitary	41,018	
6" sanitary	64,040	
Wye, bend, plug, marker	4,000	
Manhole	18,640	
T to 8"	2,500	
SUBTOTAL		130,198

Water

8" water	44,923	
fire hydrant (2)	14,800	
Service branch	34,000	
Tap to existng main	2,500	
SUBTOTAL		96,223
		226,421

Total
10% maintenance Bond amount 22,642.10

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

WATER AND/OR SANITARY SEWER

Security Agreement No.

24-003(4%)

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

WITNESSETH:

WHEREAS, the Developer is required to install certain improvements in Long Cove Lakes Dearfield Subdivision, Section/Phase 2 (3) (hereinafter the "Subdivision") situated in _____ (4) Township, Warren County, Ohio, in accordance with the Warren County Subdivision regulations (hereinafter called the "Improvements"); and,

WHEREAS, it is estimated that the total cost of the Improvements is 226,421 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 22,642.10 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 2 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 22,642.10 to secure the performance of all maintenance upon the Improvements as determined to be necessary by the County Sanitary Engineer (hereinafter the Maintenance Obligation). In no event shall the sum provided for herein be less than ten percent (10%) of the estimated total cost of the Improvements as set forth above.

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

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

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

A. To the County Commissioners:

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

B. To the County Sanitary Engineer:

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

C. To the Developer:

John Candle Homes, LLC
4700 Duke Drive
Mason Ohio 45040
Ph. (513) 492 - 7300

D. To the Surety:

Ph. (_____) _____ - _____

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 #** HERITAGE #002582)
- Original Letter of Credit** (attached) (**LETTER OF CREDIT #** _____)
- Original Escrow Letter** (attached)
- Surety Bond** (this security agreement shall serve as the bond when signed by an authorized representative of a surety company authorized to do business within the State of Ohio with a **power of attorney attached** evidencing such authorized signature).
- Surety obligation of national bank** (by signing this security agreement the authorized representative of the national bank undertaking this surety obligation does certify, for and on behalf of the undersigned national bank, that the bank has a segregated deposit sufficient in amount to the bank's total potential liability).

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

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

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

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

DEVELOPER:

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

SIGNATURE: *Rick Seitz*

PRINTED NAME: Rick Seitz

TITLE: owner

DATE: 1/3/24

SURETY:

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

SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____

DATE: _____

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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 24-0096, dated January 16, 2024

**WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS**

SIGNATURE: [Signature]

PRINTED NAME: TOM Grossmann

TITLE: Vice President

DATE: 1-16-24

RECOMMENDED BY:

By: [Signature]
SANITARY ENGINEER

APPROVED AS TO FORM:

By: [Signature]
COUNTY PROSECUTOR

Key:

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

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

Resolution

Number 24-0097

Adopted Date January 16, 2024

ENTERING INTO A STREET AND APPURTENANCES (INCLUDING SIDEWALKS) SECURITY AGREEMENT WITH JOHN CANDLE HOMES FOR INSTALLATION OF CERTAIN IMPROVEMENTS IN LONG COVE LAKES, PHASE 2 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

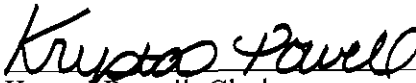
Bond Number	:	24-002 (P/S)
Development	:	Long Cove Lakes, Phase 2
Developer	:	John Candle Homes
Township	:	Deerfield
Amount	:	\$85,389.16
Surety Company	:	Heritage Bank Cashier Check # 002583

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

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

Resolution adopted this 16th day of January 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Developer
J. Stilgenbauer - OMB
Bond Agreement file
Engineer (file)

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

**STREETS AND APPURTENANCES
(including Sidewalks)**

Security Agreement No.

24-002(P/S)

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

WITNESSETH:

WHEREAS, the Developer is required to install certain improvements in LongCove Lakes
_____ Subdivision, Section/Phase 2 (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 426,945.80
and that the Improvements that have yet to be completed and approved may be constructed in the sum of
30,395; 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 85,389.16 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 3 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 85,389.16 to secure the performance of all maintenance upon the Improvements as determined to be necessary by the County Engineer (hereinafter the Maintenance Obligation). In no event shall the sum provided for herein be less than twenty percent (20%) of the estimated total cost of the Improvements as set forth above.

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

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

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

A. To the County Commissioners:

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

B. To the County Engineer:

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

C. To the Developer:

John Cardillo Homes, LLC
4700 Duke Drive
Mason Ohio 45040

Ph. (513) 498-7300

D. To the Surety:

Ph. (_____) _____ - _____

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 #** 002583)
- Original Letter of Credit** (attached) (**LETTER OF CREDIT #** _____)
- Original Escrow Letter** (attached)
- Surety Bond** (this security agreement shall serve as the bond when signed by an authorized representative of a surety company authorized to do business within the State of Ohio with a **power of attorney attached** evidencing such authorized signature).
- Surety obligation of national bank** (by signing this security agreement the authorized representative of the national bank undertaking this surety obligation does certify, for and on behalf of the undersigned national bank, that the bank has a segregated deposit sufficient in amount to the bank's total potential liability).

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

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

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

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

DEVELOPER:

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

SIGNATURE: *Rick Seitz*

PRINTED NAME: Rick Seitz

TITLE: owner

DATE: 1/3/24

SURETY:

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

SIGNATURE: _____

PRINTED NAME: _____

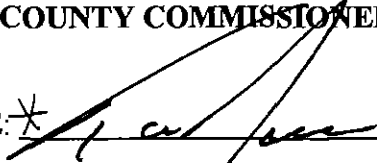
TITLE: _____

DATE: _____

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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 24-0097, dated January 16, 2024

**WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS**

SIGNATURE: 

PRINTED NAME: Tom Grassmann

TITLE: Vice President

DATE: 1-16-24

RECOMMENDED BY:

By: 
COUNTY ENGINEER

APPROVED AS TO FORM:

By: 
COUNTY PROSECUTOR

Key:

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

Long Cove Lakes Phase 2

Subdivision Name

#	DESCRIPTION	QTY	UNITS	UNIT COST	TOTAL COST	UNCOMP QTY	UNCOMP ITEMS	CONSTRUCTION STATUS				
								REPORTS		COMPLETE		COMMENTS
								TEST	INSP	YES	NO	
1	Clearing and Grubbing	0	LS	\$0.00	\$6,500.00	0	\$0.00					
2	Excavation & Embankment	32,347	CY	\$4.80	\$155,265.60	0	\$0.00					
3	Redistribute stripping	6,448	CY	\$3.00	\$19,344.00							
4	Storm Sewer (by size & type)	924	LF	\$56.42	\$52,132.08	0	\$0.00					
5	Culverts (by size & type)	0	LF		\$0.00	0	\$0.00					
6	Manhole	1	EA	\$3,005.00	\$3,005.00	0	\$0.00					
7	Catch Basin (type)	9	EA	\$2,946.00	\$26,514.00	0	\$0.00					
8	Headwall (type)	1	EA	\$1,800.00	\$1,800.00	0	\$0.00					
9	Curb & Gutter (type)	971	LF	\$24.00	\$23,304.00	0	\$0.00					
10	weir wall	1	LS	\$14,500.00	\$14,500.00	0	\$0.00					
11	flex a mat	56	SY	\$120.00	\$6,720.00	0	\$0.00					
12	Master Sump Line	608	LF	\$24.89	\$15,133.12	0	\$0.00					
13	Street Base (5" - 301)	1909	SY	\$24.00	\$45,816.00	0	\$0.00					
14	Asphalt, Intermediate leveling course (2" - 448)	1909	SY	\$8.00	\$15,272.00		\$0.00					
15	Tack Coat	0	Gal		\$0.00		\$0.00					
16	Street Surface (1 1/2" - 448)	1909	SY	\$9.00	\$17,181.00	1909	\$17,181.00					
17	Existing Road Improvements	1	LS	\$5,450.00	\$5,450.00		\$0.00					
18	Street Name Signs (Including Post)	1	EA	\$325.00	\$325.00	1	\$325.00					
19	Stop Signs (Including Post)	0	EA	\$350.00	\$0.00		\$0.00					
20	Guard Rail	0	LF		\$0.00		\$0.00					
21	Street Lighting	1	LS	\$2,750.00	\$2,750.00	1	\$2,750.00					
22	Wheel Chair Ramps	0	EA	\$400.00	\$0.00		\$0.00					
23	Sodding	0	SY		\$0.00		\$0.00					
24	Seeding & Mulching	5,540	SY	\$0.50	\$2,770.00	0	\$0.00					
25	Monuments	0	EA	\$8,150.00	\$0.00		\$0.00					
26	Lot Corner Pins	64	EA	\$50.00	\$3,200.00	0	\$0.00					
27	Speed Limit Signs	0	EA	\$175.00	\$0.00	1	\$175.00					
28	Sidewalk	3,760	SF	\$2.65	\$9,964.00	3760	\$9,964.00					
	TOTAL COST UNCOMPLETED COST				\$426,945.80		\$30,395.00					
	MAINTEN. AMOUNT BOND AMOUNT				\$85,389.16		\$39,513.50					

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 24-0098

Adopted Date January 16, 2024

APPROVING VARIOUS RECORD PLATS

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

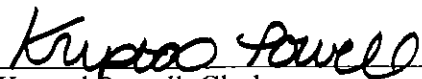
- Shaker Run Section 8, Phase C Final Plat – Turtlecreek Township
- Long Cove Lakes Phase 2 Final Plat – Deerfield Township
- Pimlico Pointe Final Plat – Deerfield Township
- Upton Plat Replat – Harlan Township

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

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

Resolution adopted this 16th day of January 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Plat File
RPC

BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO

Resolution

Number 24-0099

Adopted Date January 16, 2024

ACCEPTING AN AMENDED CERTIFICATE FOR MASON MORROW MILLGROVE ROAD (PIKE STREET) BRIDGE PROJECT FUND 4456 AND TOWNSHIP LINE ROAD BRIDGE #134-3.76 REPLACEMENT PROJECT FUND 4461 AND APPROVING A SUPPLEMENTAL APPROPRIATION INTO FUND 4461

WHEREAS, in order for the Warren County Engineer's Office to be able to encumber funds for the Mason Morrow Millgrove Road (Pike Street) Bridge Project, and the Township Line Road Bridge Project, amended certificates and a supplemental appropriation is necessary.

NOW THEREFORE BE IT RESOLVED, to accept an amended certificate from the Budget Commission in the amount of \$581,685.94 for the Mason Morrow Millgrove Road (Pike Street) Bridge Project fund 4456 and \$10,000.00 in the Township Line Road Bridge Replacement Project fund 4461; and

BE IT FURTHER RESOLVED, to approve the following supplemental appropriation for the Engineer's Fund #4461 Township Line Road Bridge Project:

\$4,618.00 into 44613130-5320 (Capital Purchases)

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

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

Resolution adopted this 16th day of January 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Auditor
Amended Certificate file
Supplemental App. file
Engineer (file)
OMB

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 24-0100

Adopted Date January 16, 2024

ACCEPTING AN AMENDED CERTIFICATE FOR THE HEALTH INSURANCE FUND
6632

WHEREAS, the Health Insurance had underestimated 2024 anticipated revenue.

NOW THEREFORE BE IT RESOLVED, to accept the amended certificate for the Warren County Budget Commission in the amount of \$13,601,460.97 for the Health Insurance Fund 6632.

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

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

Resolution adopted this 16th day of January 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Auditor ✓
OMB (file)

AMENDED OFFICIAL CERTIFICATE OF ESTIMATED RESOURCES


Rev. Code, Sec 5705.36

Office of Budget Commission, County of Warren, Lebanon, Ohio, January 10, 2024

To the TAXING AUTHORITY of Warren County Commissioners

The following is the amended certificate of estimated resources for the fiscal year beginning January 1st, 2024, as revised by the Budget Commission of said county, which shall govern the total of appropriations made at any time during such fiscal year.

FUND TYPE - Internal Service Fund	Jan. 1st, 2024	Taxes	Other Sources	Total
Health Insurance	\$676,289.97		\$12,925,171.00	\$13,601,460.97
Fund 6632				
TOTAL	\$676,289.97	\$0.00	\$12,925,171.00	\$13,601,460.97

_____)
 _____)
)
 _____) Budget
 _____) Commission
 _____)

AMEND 24 01
 Fund ~~6650~~⁶⁶³² +650,000.00
 6632 41095 +200,000.00
 6632 41097 +200,000.00
 6632 45001 +250,000.00

BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO

Resolution

Number 24-0101

Adopted Date January 16, 2024

APPROVING AN OPERATIONAL TRANSFER FROM VETERANS FUND #11015210 INTO
COMMON PLEAS COURT #2288

WHEREAS, the Veterans Service Office has entered into an MOU with Common Pleas Veterans
Court to transfer funds into their Fund #2288; and

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


\$5,000.00	from	#11015210-5997	(Veterans – Operational Transfer Out)
\$5,000.00	into	#2288 -49000	(Common Pleas Vet Court – Transfer In)

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

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

Resolution adopted this 16th day of January 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Auditor
Operational Transfer file
Veterans (file)
Common Pleas (file)
OMB

BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO

Resolution

Number 24-0102

Adopted Date January 16, 2024

APPROVING OPERATIONAL TRANSFER OF INTEREST EARNINGS FROM COMMISSIONERS FUND #11011112 INTO WATER FUNDS #5510, #5583, SEWER FUNDS #5580, AND #5575

WHEREAS, pursuant to Resolution #90-502, adopted May 3, 1990, and amended by Resolution #18-1854, adopted November 27, 2018, relative to the transfer of interest earned by the County on revenues earned on various funds held by the County to the benefit of the Water and Sewer system.

NOW THEREFORE BE IT RESOLVED, to approve the following operational transfers of interest earnings for the period of December 2023:


\$ 37,018.85	from #11011112 5997	(Operational Transfers)
	into #5510 44100 55103200 AAREVENUE	(Water Revenue - Interest Earnings)
\$ 9,332.45	from #11011112 5997	(Operating Transfers)
	into #5575 44100 55753300 AAREVENUE	(Sewer Construction Project - Interest Earnings)
\$ 40,608.13	from #11011112 5997	(Operational Transfers)
	into #5580 44100 55803300 AAREVENUE	(Sewer Revenue - Interest Earnings)
\$ 5,807.50	from #11011112 5997	(Operational Transfers)
	into #5583 44100 55833200 AAREVENUE	Water Construction Projects - Interest Earnings)

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

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

Resolution adopted this 16th day of January 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

JS/

cc: Auditor Water/Sewer (file)

OMB
Operational Transfer file

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

Resolution

Number 24-0103

Adopted Date January 16, 2024

APPROVING A SUPPLEMENTAL APPROPRIATION INTO LOCAL FISCAL RECOVERY
FUND #2211

BE IT RESOLVED, to approve the following supplemental appropriation into #2211:

\$12.00 into #22111110-5820 (Loc Fiscal Rec – Health & Life Insurance)

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

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

Resolution adopted this 16th day of January 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Auditor
Supplemental Appropriation file
OMB (file)
OGA

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 24-0104

Adopted Date January 16, 2024

APPROVING SUPPLEMENTAL APPROPRIATION INTO LOCAL FISCAL RECOVERY –
ENHANCED CHILDCARE ASSISTANCE FUND 2211

BE IT RESOLVED, to approve the following supplemental appropriation into Local Fiscal
Recovery Enhanced Childcare Assistance fund 2211:

\$ 50,000.00 into 22111111-5400 (Fiscal Rec – Purchased Services)

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

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

Resolution adopted this 16th day of January 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Auditor
Supplemental App. file
Human Services (file)
OGA
OMB

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

Resolution

Number 24-0105

Adopted Date January 16, 2024

APPROVING A SUPPLEMENTAL APPROPRIATION INTO THE CLERK OF COURT'S
CERTIFICATE OF TITLE ADMINISTRATION FUND #2250

BE IT RESOLVED, to approve the following supplemental appropriation:

\$ 30,000.00 into #22501260-5400 (Purchased Services)

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

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

Resolution adopted this 16th day of January 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Auditor _____
Supplemental Appropriation file
Clerk of Courts (file)

BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO

Resolution

Number 24-0106

Adopted Date January 16, 2024

APPROVING SUPPLEMENTAL APPROPRIATIONS INTO INDIGENT DRIVER FUND
#2269

BE IT RESOLVED, to approve the following supplemental appropriations into #2269:

\$65,000.00	into	#22691280-5102	22691326 AAEXPENSE	(Regular Salaries)
\$ 9,000.00	into	#22691280-5811	22691326 AAEXPENSE	(PERS)
\$ 8,000.00	into	#22691280-5820	22691326 AAEXPENSE	(Health & Life Insurance)
\$ 1,000.00	into	#22691280-5871	22691326 AAEXPENSE	(Medicare)
\$10,000.00	into	#22691280-5210	22691326 AAEXPENSE	(Material & Supplies)
\$65,000.00	into	#22691280-5910	22691326 AAEXPENSE	(Other Expense)
\$10,000.00	into	#22691280-5317	22691326 AAEXPENSE	(Non Capital Purchases)
\$ 6,000.00	into	#22691280-5850	22691326 AAEXPENSE	(Training)
\$20,000.00	into	#22691280-5421	22691326 AAEXPENSE	(Rent or Lease)
\$ 6,000.00	into	#22691280-5940	22691326 AAEXPENSE	(Travel)

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

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

Resolution adopted this 16th day of January 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Auditor
Supplemental Appropriation file
County Court (file)
OMB

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

Resolution

Number 24-0107

Adopted Date January 16, 2024

APPROVING SUPPLEMENTAL APPROPRIATIONS INTO THE CLERK OF COURT'S
COMPUTER FUND #2282 AND CERTIFICATE OF TITLE FUND #2250

BE IT RESOLVED, to approve the following supplemental appropriations:

\$ 5,490.00 into #22821410-5318 (Data Bd Approval Non-Capital Purchase)

\$ 2,022.19 into #22501260-5882 (Vacation Leave Payout)

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

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

Resolution adopted this 16th day of January 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Auditor
Supplemental App. file
Clerk of Courts (file)

BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO

Resolution

Number 24-0108

Adopted Date January 16, 2024

APPROVING A SUPPLEMENTAL APPROPRIATION INTO FACILITIES MANAGEMENT
FUND #4491

BE IT RESOLVED, to approve the following supplemental appropriation into Fund #4491:

\$10,632,920.00 into #44913700-5320 (Capital Purchases)

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

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

Resolution adopted this 16th day of January 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Auditor
Supplemental App. file
Facilities Management (file)

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

Resolution

Number 24-0109

Adopted Date January 16, 2024

APPROVING A SUPPLEMENTAL APPROPRIATION ADJUSTMENT INTO SHERIFF'S OFFICE FUND #2295

BE IT RESOLVED, to approve the following supplemental appropriation adjustment into Warren County Sheriff's Office Fund #2295:

\$5500.00 into 22952200 5317 (Non-Capital Purchases)

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

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

Resolution adopted this 16th day of January 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Auditor
Supplemental App. file
Sheriff (file)

BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO

Resolution

Number 24-0110

Adopted Date January 16, 2024

APPROVING AN APPROPRIATION DECREASE FROM TELECOMMUNICATIONS
DEPARTMENT FUND #4492

BE IT RESOLVED, to approve the following appropriation decrease:

\$ 167,000.00 from #44923814-5320 (Community Project – Capital Purchases)

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

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

Resolution adopted this 16th day of January 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Auditor
Appropriation Decrease file
Telecom (file)
OMB

BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO

Resolution

Number 24-0111

Adopted Date January 16, 2024

APPROVING APPROPRIATION DECREASES FROM FACILITIES MANAGEMENT FUND
#4494

BE IT RESOLVED, to approve the following appropriation decreases:

\$10,000,000.00 from #44943732-5320 (Capital Purchases)

\$ 379,116.33 from #44943729-5320 (Capital Purchases)

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

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

Resolution adopted this 16th day of January 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Auditor
Appropriation Decrease file
Facilities Management (file)

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

Resolution

Number 24-0112

Adopted Date January 16, 2024

**APPROVING AN APPROPRIATION ADJUSTMENT WITHIN CHILDREN SERVICES
FUND #2273**

BE IT RESOLVED, to approve the following appropriation adjustment to process a vacation leave payout for former employee of Children Services, Emilia Donald:

\$2,315.00 from #22735100-5102 (Regular Salaries)
 into #22735100-5882 (Accum. Vacation Payout)

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

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

Resolution adopted this 16th day of January 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

jc/

cc: Auditor
Appropriation Adj. file
Children Services (file)
OMB

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

Resolution

Number 24-0113

Adopted Date January 16, 2024

**APPROVING AN APPROPRIATION ADJUSTMENT WITHIN CHILDREN SERVICES
FUND #2273**

BE IT RESOLVED, to approve the following appropriation adjustment to process vacation leave payouts for former employees of Children Services, Abbie Downey, Cara Harrison and Natia Hill:


\$7,853.00	from	#22735100-5102	(Regular Salaries)
	into	#22735100-5882	(Accum. Vacation Payout)

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

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

Resolution adopted this 16th day of January 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

jc/

cc: Auditor
Appropriation Adj. file
Children Services (file)
OMB

BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO

Resolution

Number 24-0114

Adopted Date January 16, 2024

APPROVING APPROPRIATION ADJUSTMENTS FROM COMMISSIONERS GENERAL FUND #11011110 INTO CLERK OF COURTS/COUNTY COURT FUND #11011282

BE IT RESOLVED, to approve the following appropriation adjustments from Commissioners Fund #11011110 into Clerk of Courts/County Court Fund #11011282 in order to process vacation and sick leave payout for Linda Steinbrugge, former employee of Clerk of Courts/County Court:

\$11,589.00 from #11011110-5882 (Commissioners – Vacation Leave Payout)
into #11011282-5882 (COC/County Court – Vacation Leave Payout)

\$1,437.00 from #11011110-5881 (Commissioners – Sick Leave Payout)
into #11011282-5881 (COC/County Court – Sick Leave Payout)

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

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

Resolution adopted this 16th day of January 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Auditor
Appropriation Adjustment file
Clerk of Courts (file)
OMB

BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO

Resolution

Number 24-0115

Adopted Date January 16, 2024

APPROVING AN APPROPRIATION ADJUSTMENT WITHIN COMMON PLEAS COURT
FUND #11011220

BE IT RESOLVED, to approve the following appropriation adjustment:


\$ 15,000.00 from 11011220-5820 (Health/Life Insurance)
into 11011220-5317 (Non-Capital Purchase)

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

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

Resolution adopted this 16th day of January 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Auditor
Appropriation Adjustment file
Common Pleas Court (file)

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

Resolution

Number 24-0116

Adopted Date January 16, 2024

APPROVING AN APPROPRIATION ADJUSTMENT WITHIN SHERIFF'S OFFICE FUND
11012200

BE IT RESOLVED, to approve the following appropriation adjustment within Warren County
Sheriff's Office Fund #1101:

\$13,000.00	from	11012200 5317	(Sheriff Non-Capital Purchase)
	into	11012200 5320	(Sheriff Capital Purchase)

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

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

Resolution adopted this 16th day of January 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Auditor
Appropriation Adjustment file
Sheriff's Office (file)

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 24-0117

Adopted Date January 16, 2024

APPROVING REQUISITIONS AND AUTHORIZING COUNTY ADMINISTRATOR TO SIGN DOCUMENTS RELATIVE THERETO

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

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

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

Resolution adopted this 16th day of January 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

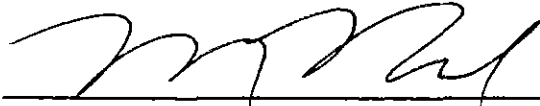
/kp

cc: Commissioners' file

REQUISITIONS

Department	Vendor Name	Description	Amount
WAT	OHIO MACHINERY CO	SEW HEAVY TRAILER INTERSTATE M	\$ 32,000.00 *capital purchase
WAT	MURPHY TRACTOR & EQUIPMENT CO INC	SEW SKID LOADER	\$ 83,384.00 *capital purchase
ENG	ROSE M HUTZEL	ENG.PERM/TEMP EASEMENT STEPHEN	\$ 7,620.00 *contract in packet
WAT	WESSLER ENGINEERING INC	WAT CB MIDDLETOWN JUNCTION WF	\$ 195,100.00 *RFQ
TEL	eGROUP	TEL M365 ASSESSMENT SOW	\$ 12,900.00 *contract in packet

1/16/2024 APPROVED:



Martin Russell, County Administrator

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

Resolution

Number 24-0118

Adopted Date January 16, 2024

AUTHORIZING COUNTY ADMINISTRATOR TO SIGN A LETTER OF ENGAGEMENT FOR THE EMPLOYMENT OF LEGAL COUNSEL RELATIVE TO ANY MATTER OF PUBLIC BUSINESS COMING BEFORE THE BOARD OF COMMISSIONERS CONCERNING CLAIMS RELATED TO DISTRIBUTION OF RESTITUTION

WHEREAS, the Warren County Prosecutor is statutory legal counsel for the Warren County Board of Commissioners that has interest in claims and allegations relating to the disbursement of restitution; and

WHEREAS, the Warren County Prosecutor has a duty to seek restitution orders for the victims of crime and to enforce such court orders, and as such may have a conflict of interest, or at least the appearance of a conflict, in representing the Warren County Board of Commissioners on public business, claims, or allegations related to the disbursement of restitution; and

WHEREAS, pursuant to Ohio Rev. Code § 305.14(A), upon the joint application of the prosecuting attorney and the Board of County Commissioners it may authorize the Board to employ legal counsel to assist the Board in any matter of public business coming before such Board and in the prosecution or defense of any action or proceeding in which such Board is a party or has an interest, in its official capacity; and

WHEREAS, Bricker Graydon LLP is willing to provide legal representation for the Warren County Board of Commissioners concerning any matters of public business or claims related to the disbursement of restitution.

NOW THEREFORE BE IT RESOLVED, that the Board hereby authorizes the County Administrator to sign a letter of engagement for the appointment of legal counsel to represent the Warren County Board of Commissioners on matters of public business or claims coming before the Board of Commissioners concerning the disbursement of restitution; and

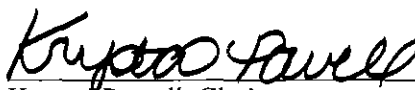
BE IT FURTHER RESOLVED, that on behalf of the Warren County Board of Commissioners, the Warren County Administrator is hereby authorized to sign the letter of engagement for appointment of legal counsel, a copy of which is attached hereto.

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

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

Resolution adopted this 16th day of January 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: c/a—Bricker Graydon LLP
Commissioners' file
Litigation file



Bricker Graydon LLP
2 East Mulberry Street
Lebanon, OH 45036-2204
513.870.6700 Office
www.brickergraydon.com

Brodi J. Conover
Partner
513.870.6693 Direct Phone
bconover@brickergraydon.com

January 5, 2024

via electronic mail

Warren County
406 Justice Drive
Lebanon, Ohio 45036

Attention: Martin Russell
County Administrator
martin.russell@co.warren.oh.us

Re: Agreement for Legal Services

Dear Mr. Russell:

We are pleased that you have asked Bricker Graydon LLP (the "Firm") to serve as your counsel in the matter described below. This letter will confirm the engagement of our Firm and will describe the scope and terms on which we will provide legal services to you.

Accordingly, we submit for your approval the following provisions governing our engagement. If you are in agreement, please sign a copy of this letter in the space provided and return the copy to me. If you have any questions about these provisions, or if you would like to discuss possible modifications, do not hesitate to call. Again, we are pleased to have the opportunity to serve you.

The Client

Our client in this matter will be Warren County, Ohio (hereinafter the "County" or the "Client"). Our representation in the matter described below does not extend to any affiliates or related parties of the Client. Accordingly, representation of the Client in this matter will not give rise to any conflict of interest in the event other clients of the Firm are or become adverse to any of the Client's affiliates or related parties.

Scope of Engagement

The Firm is being engaged to assist the Board of County Commissioners in resolving a dispute over restitution overpayments, including looking at the subrogation agreement in the coverage agreement and potential suit from victim (the "Matter").



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

Unless otherwise agreed, our engagement does not include providing any advice or legal services relating to federal or state securities laws, including appearing or practicing before the U.S. Securities and Exchange Commission (the "SEC") or your disclosure obligations under such laws, and we agree that you will not, without our prior written consent, include documents we provide to you in filings with federal or state securities regulators, including the SEC.

Compensation

We customarily charge an hourly fee for legal services. The Firm is applying a blended rate of \$325 for all attorneys working on this Matter.

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

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

Disbursements and Third Party Expenses

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

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



Invoices and Payments

Our invoices are typically sent on a monthly basis. If charges incurred in any month are nominal, however, billing may be deferred until the next month. We offer a variety of invoice formats to summarize the services performed, the fees, and related disbursements in a manner that you prefer.

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

Professional Responsibility and Conflicts of Interest

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

Advance Consent to Conflicts

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

For example:

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



your interests are adverse, including an unrelated matter arising out of that employment relationship.

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

You agree that our representation of you concerning the Matter will not disqualify our Firm from representing other clients in matters, including litigation, that are substantially unrelated to the Matter. You consent to waive any conflict of interest as to those other, substantially unrelated representations. Bricker Graydon agrees, per the applicable Rules of Conduct, not to divulge any confidential or nonpublic information about you that we acquire as a result of our work on the Matter, or to use any such information to your material disadvantage in connection with any substantially unrelated matter in which we represent a party adverse to you.

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

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

Client Information and Communications

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



Internal Consultation with Counsel to the Firm

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

Litigation Matters – Litigation Holds

If our representation in the Matter requires the production of information to another party, whether or not that party is adverse, applicable laws and rules likely require the Firm and the Client to preserve information. Any failure to do so may result in severe financial and procedural consequences. The duty to preserve is generally called a "Litigation Hold." A Litigation Hold requires preservation of both hard-copy and electronically stored information (ESI). It applies to information that exists at the time of the engagement as well as that which is created later.

By signing this letter, the Client agrees and acknowledges the Client's duty to preserve all information, including ESI, relating to the Matter, regardless of where it is located or what form it is in, until otherwise notified. That means all records, communications, and data. For example, memoranda, letters, spreadsheets, databases in your possession or under the Client's control, calendars, cellular and land-line phone data and logs, electronic storage devices, computer drives, emails (including attachments), voice mails, instant messages, audio, video, CD's, charts, handwritten notes, drafts, files, backups, and other materials. This applies to your entire organization and will almost certainly require IT assistance to preserve, or "hold," the information properly. You acknowledge that you understand Litigation Hold duties.

Resolving Disagreements

We hope that no disagreements ever arise concerning any aspect of our professional relationship. If there is a dispute concerning our fees, services, or relationship, we encourage prompt conversations with the attorney you are working with to resolve any disagreement. If the issue is not resolved satisfactorily, we urge you to discuss your concerns with either Firm Counsel, Quintin Lindsmith (direct dial: 614-227-8802) or Stephen Smith (direct dial: 859-578-3070).

Conclusion of Representation

Either party may terminate the engagement before the Matter is concluded, at any time and for any reason, by written notice. The Firm's right to terminate the engagement is subject to the applicable Rules of Conduct. Upon your authorization, we will provide the "Client File" to



successor counsel selected by you. Client Files include such things as third-party communications, communications with counsel, transactional documents, documents received from other parties, documents received from the Client, public filings, and the like. Client Files do not include Firm Files, described below. If permission to withdraw is required by a court or other authority, you agree to cooperate with such application for withdrawal and to engage successor counsel to represent you.

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

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

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

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

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



Conclusion

If the foregoing is agreeable, please sign the Acceptance and Agreement below.

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

Very truly yours,
BRICKER GRAYDON LLP

A handwritten signature in black ink, appearing to read "BC", with a horizontal line extending to the right.

Brodi J. Conover
Partner

Attachment: Exhibit A - Standard Terms of Representation



ACCEPTANCE

The foregoing terms of this engagement are in accordance with our understanding of the same and are hereby approved and accepted, *subject to the terms of the Resolution.*

Martin Russell

1/16/24

Date

Approved as to Form:

Bruce A. McGary
Assistant Prosecutor



Exhibit A

Standard Terms of Representation

Professional Fees. Generally, the principal basis for computing our charges for services rendered by our attorneys and paralegals are based on the time devoted to work on a particular legal matter multiplied by hourly rates for each professional performing such services.

The Firm charges for all time devoted to legal matters, including the following examples: meetings and telephone conferences with clients and others relevant to the case or transaction; legal research, drafting, reviewing and commenting on documents; correspondence; interviewing or deposing witnesses; travel time; discussions among attorneys in our office involved in the matter; hearings and trials; answering requests for information from third parties.

Retention and Disposition of Documents. When our representation of you in this or any particular matter terminates, we may ask you if you desire your papers and property returned to you. If you do not respond requesting the return of your papers and property, you agree we may upon reasonable notice dispose of such papers and property. Our own files pertaining to the matter will be retained by the Firm. These Firm files include, for example, Firm administrative records, time and expense reports, personnel and staffing materials, and credit and accounting records; and internal lawyers' work product such as drafts, notes, internal memoranda, and legal and factual research, including investigative reports, prepared by or for the internal use of lawyers. All such documents retained by the Firm may be transferred to the person responsible for administering our records retention program. For various reasons, including the minimization of unnecessary storage expenses, we reserve the right to destroy or otherwise dispose of any such documents or other materials retained by us within a reasonable time after the termination of the engagement.

Expenses/Disbursements. In addition to charges for professional services as described above, the Firm also bills for expenses incurred on our client's behalf. These expenses may include but are not limited to the following examples: duplication and binding of documents; telecopy, telex, fax and long distance telephone calls; messengers, couriers and postal services; secretarial overtime, word processing and other special staffing requirements; expenses for computerized legal research and other automated services; and travel expenses including, where appropriate, meals, transportation, lodging and other business expenses.

In addition, our services frequently require engaging the services of third parties on our client's behalf. Generally, clients are asked to pay such third parties directly. Where small amounts are involved, the Firm may advance payments to third parties and include them in its periodic bills. These disbursements may include the following examples: state agency filing fees; outside duplication of documents; fees for commencing lawsuits and service of process; deposition and court stenographer fees; expert witness and consultant fees; real estate recording fees and taxes; Uniform Commercial Code search fees; and, in general, any fees or charges the Firm pays to governmental or quasi-governmental agencies on behalf of its clients.

Subject to the forgoing, it will be your responsibility to pay as billed for disbursements made on your behalf as indicated below:



Telephone charges. Our long distance telephone charges will be based upon AT&T direct dial rates. In the event that telephone calls are made from locations other than our offices, the cost will be based upon our credit card or cellular telephone costs. We will not bill you for local telephone service.

Photocopies. We will bill you for photocopies at 20 cents per page.

Outside Computer Research (Lexis® or Westlaw®). We will bill at standard Lexis® or Westlaw® rates.

Filing Fees. We will bill you the charges incurred by the Firm.

Travel Expenses. We will bill travel expenses at our cost without markup.

Express Delivery Services (UPS, etc.). We will bill you for our actual out of cost expenses.

Local Delivery or Local Filing Services. Local delivery services will be billed to you at our cost without markup.

Facsimile. We will charge you for facsimile copies at \$1 per page both incoming and outgoing. Telephone usage for the facsimile will be charged at the telephone rate indicated above.

Court Reporters, Expert Witnesses, Accountant, etc. We will bill you at our cost without markup.

Post-Engagement Matters. You are engaging the Firm to provide legal services in connection with a specific matter. After completion of the matter, changes may occur in the applicable laws or regulations that could have an impact upon your future rights and liabilities. Unless you engage us after completion of the matter to provide additional advice on issues arising from the matter, the Firm has no continuing obligation to advise you with respect to future legal developments.

Insurance Coverage. You may have commercial general liability or other insurance coverage which may provide some reimbursement for the legal fees associated with our engagement. We urge you to contact your insurer or broker to determine the nature and extent of the applicable coverage, if any. It is the client's responsibility to pay the Firm for services rendered and to obtain reimbursement from the insurer.

Secure Encryption of Records. It is our policy not to post documents to a public cloud and /or shared file system. In order to protect your data, we may deliver certain data to you in an encrypted manner. You agree to the safe transfer of these documents to maintain their security and confidentiality.