

# Resolution

Number 25-0309

Adopted Date March 11, 2025

## HIRING JOHN REID AS COMMUNICATIONS SYSTEMS ANALYST I WITHIN THE TELECOMMUNICATIONS DEPARTMENT

BE IT RESOLVED, to approve the hiring of John Reid as Communications Systems Analyst 1 within the Warren County Telecommunications Department, classified, full-time permanent, non-exempt status, Pay Range 18, \$26.00 per hour, effective March 17, 2025, 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. Young. Upon call of the roll, the following vote resulted:

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 11<sup>th</sup> day of March 2025.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Ashley Watts, Deputy Clerk

cc: Telecom (file)  
J. Reid's Personnel file  
OMB – S. Spencer

# Resolution

Number 25-0310

Adopted Date March 11, 2025

**HIRING DANIEL R. KNECHT AS STAFF ENGINEER, WITHIN THE WARREN COUNTY  
WATER AND SEWER DEPARTMENT**

BE IT RESOLVED, to hire Daniel R. Knecht as Staff Engineer within the Warren County Water and Sewer Department, classified, full-time, permanent, exempt status, Pay Range B, \$2,692.31 bi-weekly, effective August 11, 2025 subject to a negative drug screen, back ground check, and a 365-day probationary period.

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

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 11<sup>th</sup> day of March 2025.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Ashley Watts, Deputy Clerk

H/R

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

# Resolution

Number 25-0311

Adopted Date March 11, 2025

ACCEPTING THE RESIGNATION OF CLAYTON HARPER, EMERGENCY COMMUNICATIONS OPERATOR, WITHIN THE WARREN COUNTY EMERGENCY SERVICES DEPARTMENT, EFFECTIVE MARCH 19, 2025

BE IT RESOLVED, to accept the resignation of Clayton Harper, Emergency Communications Operator, within the Warren County Emergency Services Department, effective March 19, 2025.

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

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 11<sup>th</sup> day of March 2025.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Ashley Watts, Deputy Clerk

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

# Resolution

Number 25-0312

Adopted Date March 11, 2025

ACCEPTING THE RESIGNATION OF JADE HOLLON, ELIGIBILITY REFERRAL SPECIALIST II, WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, HUMAN SERVICES DIVISION, EFFECTIVE MARCH 7, 2025

BE IT RESOLVED, to accept the resignation of Jade Hollon, Eligibility Referral Specialist II, within the Warren County Department of Job and Family Services, Human Services Division, effective March 7, 2025.

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

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 11<sup>th</sup> day of March 2025.

BOARD OF COUNTY COMMISSIONERS

  
Ashley Watts, Deputy Clerk

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

# Resolution

Number 25-0313

Adopted Date March 11, 2025

AUTHORIZING THE POSTING FOR "ADMINISTRATIVE SUPPORT" POSITION, WITHIN OHIOMEANSJOBS WARREN COUNTY, IN ACCORDANCE WITH WARREN COUNTY PERSONNEL POLICY MANUAL, SECTION 2.02(A)

WHEREAS, there exists one opening for an "Administrative Support" position within OhioMeansJobs Warren County.

NOW THEREFORE BE IT RESOLVED, to authorize the posting of the position of "Administrative Support" 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 February 27, 2025.

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

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 11<sup>th</sup> day of March 2025.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Ashley Watts, Deputy Clerk

cc: OhioMeansJobs (file)  
OMB Sue Spencer

# Resolution

Number 25-0314

Adopted Date March 11, 2025

## APPROVING REAPPOINTMENTS TO THE BOARD OF TRUSTEES OF THE COMMUNITY AUTHORITY OF UNION VILLAGE

WHEREAS, on March 21, 2017, this Board created the Community Authority of Union Village (the "Authority"), a new community authority organized in accordance with and pursuant to Chapter 349 of the Ohio Revised Code, by adopting Resolution #17-0454; and

WHEREAS, this Board constitutes the "organizational board of commissioners" for the proposed Authority, as that term is defined in Section 349.01(F) of the Ohio Revised Code; and

WHEREAS, as the organizational board of commissioners, this Board shall make appointments to the Board of Trustees of the Authority, pursuant to Resolution #17-0454 and Section 349.04 of the Ohio Revised Code; and

WHEREAS, the term of one citizen member and one local government member of the Board of Trustees of the Authority expires on March 28, 2025.

NOW THEREFORE BE IT RESOLVED, by the Board Of Commissioners of the County of Warren, Ohio, that:

Section 1. This Board hereby approves the reappointment of the following members to the Community Authority of Union Village Board of Trustees for the terms specified herein:

### Citizen Member

### Term

Martin Russell

two (2) year term to expire on March 28, 2027

### Local Government Member

### Term

Tammy Boggs

two (2) year term to expire on March 28, 2027

Section 2. This Board finds and determines that all formal actions of this Board and any of its committees concerning and relating to the passage of this Resolution were taken in an open meeting of this Board or its committees, and that all deliberations of this Board and any of its committees that resulted in those formal actions were in meetings open to the public, all in compliance with the law, including Section 121.22 of the Ohio Revised Code.

Section 3. This Resolution shall be full force and effect immediately upon its adoption.

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

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 11<sup>th</sup> day of March 2025.

BOARD OF COUNTY COMMISSIONERS

  
Ashley Watts, Deputy Clerk

cc: Appointment file

Appointees

L. Lander

# Resolution

Number 25-0315

Adopted Date March 11, 2025

CANCELLING THE REGULARLY SCHEDULED COMMISSIONERS' MEETING OF  
THURSDAY, MARCH 13, 2025

BE IT RESOLVED, to cancel the regularly scheduled Commissioners' Meeting of Thursday,  
March 13, 2025.

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

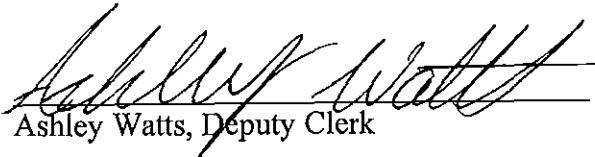
Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 11<sup>th</sup> day of March 2025.

BOARD OF COUNTY COMMISSIONERS

  
Ashley Watts, Deputy Clerk

/kp

cc: Auditor ☒  
Commissioners' file  
Press

# Resolution

Number 25-0316

Adopted Date March 11, 2025

## ADVERTISING FOR BIDS FOR THE 2025 RESURFACING PROJECT

BE IT RESOLVED, to advertise for bids for the 2025 Resurfacing Project for the County Engineer;  
and


BE IT FURTHER RESOLVED, to advertise said bid for one (1) week in a newspaper of general circulation and for two (2) consecutive weeks on the Warren County website, beginning the week of March 16, 2025; bid opening to be April 3, 2025 @ 10:00 a.m.

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

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

Resolution adopted this 11<sup>th</sup> day of March 2025.

BOARD OF COUNTY COMMISSIONERS

  
Ashley Watts, Deputy Clerk

ll/

cc: Engineer (file)  
Bid file



# Resolution

Number 25-0317

Adopted Date March 11, 2025

## ADVERTISING FOR BIDS FOR THE 2025 CHIP SEAL PROJECT

BE IT RESOLVED, to advertise for the 2025 Chip Seal Project for the County Engineer; and

BE IT FURTHER RESOLVED, to advertise said bid for one (1) week in a newspaper of general circulation and for two consecutive weeks on the County website, beginning the week of March 16, 2025; bid opening to be April 3, 2025 @ 10:15 a.m.

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

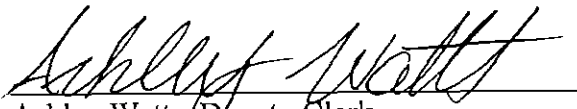
Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 11<sup>th</sup> day of March 2025.

BOARD OF COUNTY COMMISSIONERS

  
Ashley Watts, Deputy Clerk

ll/

cc: Engineer (file)  
Bid file

# Resolution

Number 25-0318

Adopted Date March 11, 2025

**ADVERTISING FOR BIDS FOR THE SYCAMORE AND MULBERRY STREET  
IMPROVEMENTS PROJECT FOR THE WARREN COUNTY WATER AND SEWER  
DEPARTMENT**

BE IT RESOLVED, to advertise for bids for the Sycamore and Mulberry Street Improvements 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 March 16, 2025; bid opening to be April 10, 2025 @ 11:00 a.m.

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

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 11<sup>th</sup> day of March 2025.

BOARD OF COUNTY COMMISSIONERS

  
Ashley Watts, Deputy Clerk

11/

cc: Water/Sewer (file)  
Bid file

# Resolution

Number 25-0319

Adopted Date March 11, 2025

APPROVING COUNTY MOTOR VEHICLE TAX (CVT-388) FOR THE VILLAGE OF WAYNESVILLE IN THE AMOUNT OF \$91,388.45

BE IT RESOLVED, to approve the following County Motor Vehicle Tax (CVT-388) for the Village of Waynesville.

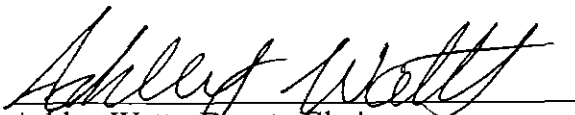
<u>Project No.</u>	<u>Description</u>	<u>CVT Funds</u>
CVT – 388	Traffic signal at SR 42 and North St. Project	\$91,388.45

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

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

Resolution adopted this 11<sup>th</sup> day of March 2025.

BOARD OF COUNTY COMMISSIONERS

  
Ashley Watts, Deputy Clerk

cc: Engineer (file)  
Village of Waynesville

# Resolution

Number 25-0320

Adopted Date March 11, 2025

APPROVING EMERGENCY SERVICES TO CLEAN AND INSPECT SEWER LATERAL ON CHAPMAN ST IN WAYNESVILLE.

WHEREAS, the Water & Sewer Department experienced a 4" line that was unable to be televised or cleaned properly due to its size in Waynesville; and

WHEREAS, the cleaning and inspection is critical and time sensitive to the Sewer operations as the sewer line was backing up into a home in Waynesville.

NOW THEREFORE BE IT RESOLVED, to approve Purchase Order No. 25001428, with Tele-Vac Environmental in the amount of \$4,740.00 for the lateral clean and inspection at 367 Chapman St in Waynesville.

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

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 11<sup>th</sup> day of March 2025.

BOARD OF COUNTY COMMISSIONERS

  
Ashley Watts, Deputy Clerk

jad

cc:

Auditor ☒

Water/Sewer (file)

# Resolution

Number 25-0321

Adopted Date March 11, 2025

TERMINATING GOODRX HEALTH REIMBURSEMENT ARRANGEMENT (HRA) PLANS  
2 & 3 WITH CHARD SNYDER EFFECTIVE JANUARY 1, 2025

WHEREAS, the Board of County Commissioners utilizes Chard Snyder to administer HRA plans related to the Warren County Healthcare Plan; and

WHEREAS, Good Rx HRA Plan 2 & 3 were implemented specifically due to limitations of the previous Prescription Benefit Manager (PBM); and

WHEREAS, due to the cost to administer the GoodRx HRA's and low participation, and due to a change in the PBM effective January 1, 2025, where such limitations no longer apply.

NOW THEREFORE BE IT RESOLVED, to terminate GoodRx HRA Plans 2 & 3 with Chard Snyder effective January 1, 2025.

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

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 11<sup>th</sup> day of March 2025.

BOARD OF COUNTY COMMISSIONERS

  
Ashley Watts, Deputy Clerk

HR/

cc: c/a—GoodRx  
HUB  
Chard Snyder  
OMB Benefits File  
Tammy Whitaker, OMB



## **General Termination Information**

**Runout Fees-** The runout fee is the current administrative fee per enrolled employee as of the termination date – regardless of their balance – times the number of months in your runout period.

**Debit Cards-** Debit cards will be turned off on the termination date. Any claims after the termination date will need to be filed manually through the participant portal, mobile app, or fax for reimbursement.

**Balance Reports-** One week after the last reimbursement, a balance report will be provided in our standard format. This will serve as a closeout report and can be used to give carryover balances to your new administrator.

**Final Reimbursement Processing-** The final reimbursement processing will be done one week after the end of your run out period. Any documentation received after the final reimbursement will not be considered for reimbursement.

**Billing and Treasury Timing-** All applicable fees will be invoiced within 30 days of the above form being completed and returned.

## **COBRA and Billing Termination Information**

### **COBRA Event/Notice Processing**

- Once the termination has been completed, we will no longer be able to process qualifying events, initial rights notices, collect premiums or collect election notices. All communications received, including payments will be returned to the member for sending to the new administrator.
- We highly recommend sending a letter at least 30 days in advance advising members of the new administrator and where their payments/elections should be sent in the future.
- If a participant's COBRA start date is prior to end of termination, these should continue to be sent to us for handling. If a participant's COBRA start date is on or after the administration termination date please send it to your new administrator.

### **FILES (if applicable)**

- Inbound Files: Any event files need to be received at least 7 days prior to termination date to ensure proper processing and notification.
- Outbound Files: If you currently have outbound files being sent to carriers, we will continue to send up to termination date unless otherwise indicated.

### **Reporting**

- Reporting Dates: We will send 2 reports advising Enrolled/Pending Individuals prior to termination end date.
- Final Report: Typically sent 10 days after termination date for latest enrollees

### **Participant Communication**

- If you would like a note regarding termination details added to the participant portal, please reach out to your client services representative with details.

## **EVS Termination Information**

**EVS Ongoing Event Processing-** Verification windows may continue to be opened until the date of termination. Open verification windows will operate per client rules until all verification windows are closed. Any documents received following the close of the verification windows will not be processed and employees will be referred to their employer for instruction. Documents will not be returned to employees. All documents and images will be destroyed or purged per agreement. Images with an index file may be provided via SFTP upon request with approval (fee may apply).



Thank you for allowing us to administer your plan(s). Regretfully, it has come to our attention that you wish to terminate some or all of our services. **In order to ensure a smooth transition, please complete and return the following form in full.** After receipt, our teams will partner with you on what to expect during the offboarding process.

**Note:** Please refer to your client Service Agreement regarding our policy requiring advanced written notice for termination of the plan and fees related to termination amendment processing and runout administration. All fees invoiced prior to the required termination notice are still payable.

**Client Name:** Warren County Ohio

**Date Notified of Termination:** 2/14/2025 **Termination Effective Date:** 1/1/2025

**Contact Name(s):** Tammy Whitaker Faith Stone

**Plan(s) terminating (please mark all that apply):**

FSA		HSA		ACA		Transit	
DCA		POP		EVS		Parking	
LMT		WRAP		FMLA		COBRA	
LSA		QSEHRA		Retiree		State Continuation	
HRA		ICHRA		Billing		<b>ALL PLANS</b>	
Other (please list):		GoodRx HRA2 & GoodRx HRA3					

**Termination Reason: Select Below**

Cost		Other (please explain):
Company Merger, acquisition, closure		
Low plan participation	<input checked="" type="checkbox"/>	
Plan(s) no longer needed	<input checked="" type="checkbox"/>	
Service		

**Are You Transferring to a New Service Provider** YES ☐ NO ☒

**New Service Provider Name:** \_\_\_\_\_ **Phone:** \_\_\_\_\_

**Claims Run-Out, if applicable:**

Would you like for us to reimburse employees for expenses incurred prior to the Termination Effective Date if it is submitted after the Termination Effective Date? YES ☐ NO ☒

If yes, what is the last day employees may submit claims? \_\_\_\_\_

**Grace Period, if applicable:**

Would you like for us to reimburse employees after the Termination Effective Date for expenses incurred during the plan's Grace Period? YES ☐ NO ☒

If yes, would you like the debit card to remain active for this period? YES ☐ NO ☐

NOTES:	Plan Termination specifically for the GoodRx HRAs, not all HRAs.
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**Printed Name:** Tom Grossmann

**Date Signed:** 3/11/25

**Signature:** [Signature]

# Resolution

Number 25-0322

Adopted Date March 11, 2025

ENTERING INTO A PROFESSIONAL SERVICE CONTRACT WITH THE CITY OF WILMINGTON RELATIVE TO BUILDING INSPECTION SERVICES

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

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

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 11<sup>th</sup> day of March 2025.

BOARD OF COUNTY COMMISSIONERS

  
Ashley Watts, Deputy Clerk

cc: c/a—City of Wilmington  
Building Department (file)



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

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This Professional Services Contract (the Agreement) is made by and between the CITY OF WILMINGTON, an Ohio municipal corporation, whose mailing address is 69 N. South Street, Wilmington, Ohio 45177 (the "CITY") and the WARREN COUNTY BOARD OF COMMISSIONERS, an Ohio county and political subdivision, whose mailing address is 406 Justice Drive, Lebanon, Ohio 45036 (the "COUNTY"):

1. **Professional Services:** The COUNTY agrees to perform professional services as outlined in Appendix A (Scope of Services) attached hereto and made a part hereof.
2. **Terms:** The performance of professional services by the COUNTY shall commence upon the effective date of this agreement. The effective date of the Agreement shall be upon the CITY having fully complied with the second sentence of paragraph 4; paragraph 6; and, all parties have adopted authorizing legislation and have executed this Agreement pursuant thereto. All terms of the Agreement shall remain in force and effect unless and until such time that either party terminates the Agreement as provided in Section 7 hereinafter.
3. **Compensation:** The CITY agrees to compensate COUNTY in accordance with the terms and conditions set forth in Appendix B (Compensation).
4. **Responsibilities of the CITY:** If the services performed by the COUNTY are dependent upon the CITY furnishing data or other information to the COUNTY, all such data, information, reports, and other material as are existing, available, and necessary for the carrying out of the work shall be furnished to the COUNTY without charge by the CITY, and the CITY shall cooperate with the COUNTY in every way possible in carrying out the professional services. The CITY must provide the COUNTY a copy of all its certifications from the Ohio Board of Building Standards empowering the CITY to enforce, or contract to enforce, the Ohio Residential Code (OAC 4101:8) and the Ohio Building Code (OAC 4101:1).
5. **Personnel:** The COUNTY represents that it currently employs all personnel required in performing the services under the Agreement. Such personnel shall not be deemed employees of, or have any personal contractual or agency relationship with, the CITY.
6. **Insurance:** The CITY shall provide COUNTY with a Certificate of Insurance (or other documentation satisfactory to the COUNTY) that the CITY has in effect, without interruption, during the term of this Agreement, a policy of general commercial liability insurance or the equivalent thereof that names the County and its elected officials and employees as additional insureds relating to the scope of services of this Agreement. The Certificate of Insurance shall further require the COUNTY be given advance notice at the address in the introductory paragraph in the event of termination of such policy during the term of this Agreement. The CITY'S insurance coverage shall be the primary liability coverage and the COUNTY'S self-insured pooled coverage shall be secondary. The COUNTY is self-insured for Worker's Compensation and its employees shall be covered under the COUNTY'S worker's compensation coverage.
7. **Termination of Contract:** The Agreement may be terminated by either party, without cause, which shall be evidenced by receipt of a thirty (30) day prior written notice from the other party of its intent to terminate, and upon expiration of the thirty (30) days the Agreement shall be terminated.

8. **Waivers or Revisions:** To be valid, any waiver, amendment, or revision of any portion of this Agreement shall be in writing and shall not take effect until signed by the duly authorized representatives of both the CITY and the COUNTY.

9. **Computerized Records:** Upon request, and to the extent the COUNTY's software program can generate such reports, the COUNTY shall furnish the CITY such reports as requested pertaining to the services undertaken pursuant to this Agreement. All records produced for the purpose provided herein will remain a part of the COUNTY archives, subject to the COUNTY's records retention schedule, and shall be considered public records unless an express exception or exemption provided by state or federal law applies.

10. **Authority:** The City and the County have each authorized and directed their undersigned representative to enter into this Agreement, and any addendums thereto, by and through their respective legislative authorities in accordance with Ordinance/Resolution No. 25-07 adopted by the Wilmington City Council on February 6, 2025 and Resolution No. 25-0322 adopted by the Warren County Board of Commissioners on March 11, 2025

11. **Governing Law and Venue.** This Agreement shall be construed under the laws of the State of Ohio regardless of choice of law rules. The parties irrevocably agree to the venue for any and all claims, disputes, interpretations, and litigation of any kind arising out of this Agreement or related thereto being exclusively in the Warren County, Ohio Court of Common Pleas (unless both parties mutually agree in writing to private mediation), and each party waives any right to bring or remove such matters in or to any other state or federal court. In the event any party breaches this provision, the non-breaching party shall be entitled to recover its costs and expenses, including reasonable attorney fees, to remove an action to the Warren County, Ohio Court of Common Pleas.

12. **SEVERABILITY.** In the event that any provision of this Agreement is declared or determined to be unlawful, invalid, or otherwise unenforceable, such declaration shall not affect, in any manner, the legality of the remaining provisions and each provision of the Agreement will be and is deemed to be separate and severable from each other provision.

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

City of Wilmington

By: Michael Crowe  
Name: Michael Crowe  
Title: Service Director  
Date: 02-06-2025

APPROVED AS TO FORM:

Josh Ellis  
Solicitor/Law Director

02-06-2025  
Date

Warren County Board of Commissioners

By: Tom Grossmann  
Name: Tom Grossmann  
Title: President  
Date: 3/11/25

Donna A. McLaughlin  
Assistant Warren County Prosecutor

3/4/25  
Date

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## **APPENDIX A: SCOPE OF SERVICES**

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

**SEE ATTACHED APPENDIX A**

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## **APPENDIX B: COMPENSATION**

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

**SEE ATTACHED APPENDIX B**

## APPENDIX A

1. CITY agrees that Contractor shall exercise enforcement authority for inspections and make inspections on behalf of the CITY of Wilmington, Ohio and shall review plans and specifications. Such authority conveyed to Contractor by this agreement shall be no more than the authority conveyed to the CITY of Wilmington, Ohio by its Building Codes and by the Ohio Revised Code Sections 3781.10 (E) (1) and (E) (2).
2. Contractor agrees to exercise enforcement authority for inspections and plan review within the CITY of Wilmington Ohio and to make inspections and plan review on behalf of the CITY of Wilmington, Ohio. No waiver of code requirements shall be issued by Contractor. Inspections shall be performed on a daily basis during regular business hours except for inspections that must be performed during hours of darkness or during commercial "Shut-down" conditions. Plan review shall routinely be performed within 72 hours of receipt of plans, for 1, 2, and 3 family dwellings. Plans to be reviewed under the requirements of the Ohio building Code will routinely be reviewed within 7 to 10 business days from receipt of plans but never longer than 30 days as required by code. Failure to render services in compliance with the Ohio Building Code will result in non-payment to Contractor. Plans are to be submitted to the CITY of Wilmington Building and Zoning Office at its address as identified above.
3. Contractor agrees that inspectors will be available by telephone to respond to citizen queries between 7am and 8am Monday through Friday. All inspectors and plan reviewers will maintain the relevant state certification as required by law.
4. CITY has established a statutory building permit fee schedule, as enumerated in the ordinances of the CITY of Wilmington, Ohio. The fee schedule may be changed upon approval by the CITY of Wilmington Council members. A substantial reduction in building permit fees may be cause for Contractor to terminate the agreement. Contractor agrees to submit any dispute regarding the CITY of Wilmington, Ohio Building code to the duly appointed Appeals Board for final decision and to accept such decision.
5. Contractor agrees to furnish the following specific services to the CITY of Wilmington, Ohio:
  - a. Examine plans and specifications for proposed work, as required by the CITY of Wilmington, Ohio Building Code, the Ohio Residential Code and the Ohio Building Code. Such examination and plan approval pertains only in general to technical, accessibility, fire and energy code compliance. Any part which may be in violation will not be considered as being approved. Site plan and related zoning permit fees shall be reviewed and retained by the CITY of Wilmington, Ohio. Contractor will not knowingly issue any building permit until a zoning certificate has been approved.
  - a. CITY shall process all building permits and appropriate fees at their location and shall pay Contractor based upon the agreed-upon fee as outlined in this agreement on a monthly basis.
  - b. Upon request, Contractor will advise applicants on Code Requirements, but shall not perform design services for the completion of inadequate applications.
  - c. Perform job inspections of all work described on the application and plans, including the installation of equipment. Such services shall be provided promptly in the order

received or scheduled without regard to type or extent of work, but within normal scheduling.

- d. Upon request of the CITY, make itself reasonably available for and shall testify in any judicial proceeding or any formal or informal dispute resolution proceeding involving issues arising from the performance of the services herein described. After the first appearance on a specific case, Contractor shall be paid \$100 per hour for the time any of its employees or principals shall take to fulfill the requirement as set forth in this section.
- e. Provide emergency inspections after normal working hours at a minimum rate of four (4) hours call out (at Inspector's pay rate) plus \$50 per hour for residential and \$100.00 per hour for commercial inspections.
- f. All documents including applications, plan review, job progress reports and inspections reports shall remain the property of the CITY of Wilmington, Ohio.
- g. Service as the Building Official for the CITY of Wilmington, Ohio. Responsibilities will include pre-permit submittal reviews and project evaluations for proposed projects as requested by CITY of Wilmington, Ohio at a rate of \$100.00 per hour commercial and \$50.00 per hour residential.

## **APPENDIX B**

The CITY shall pay the COUNTY for services rendered on a monthly basis in the amount \$6, 166.67, for a total cost of \$74,000.04. The supplemental 1% or 3% Ohio Board of Building Standards (OBBS) fee shall be paid directly to the OBBS.

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

**ORDINANCE NO. Q-25-07**

**AUTHORIZING THE DIRECTOR OF PUBLIC SERVICE TO ENTER INTO A PROFESSIONAL SERVICE CONTRACT FOR BUILDING CODE ENFORCEMENT WITH WARREN COUNTY BOARD OF COMMISSIONERS; AND DECLARING AN EMERGENCY**

WHEREAS, the Warren County Building Department has been certified by the State of Ohio Board of Building Standards to exercise enforcement authority, to accept and approve plans and specifications, and to make inspections pursuant to sections 3781.10 (B) (1) and (B) 2 of the Ohio Revised Code; and

WHEREAS, the City of Wilmington, Ohio desires to engage the services of the Contractor to perform Services as listed in the Professional Service Contract as defined in Exhibit A; and

WHEREAS, the Contractor is authorized to enter into this Professional Service Contract with the City of Wilmington, Ohio pursuant to section 3017.15 (A) (1) of the Ohio Revised Code; and

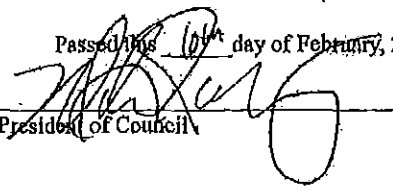
NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF WILMINGTON, STATE OF OHIO:

Section 1. That the Director of Public Service is authorized to enter into an agreement with Warren County Board of Commissioners, attached hereto and incorporated herein by reference as "Exhibit A," for the provision of Building Code Enforcement services.

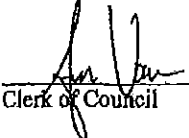
Section 2. It is found that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council that resulted in this formal action were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Section 3. That this Ordinance is hereby declared to be an emergency measure necessary to the immediate preservation of the public health, safety and welfare of the City and its inhabitants and accordingly, shall be in full force and effect immediately upon its passage.

Passed this 10<sup>th</sup> day of February, 2025.

  
President of Council

ATTEST:

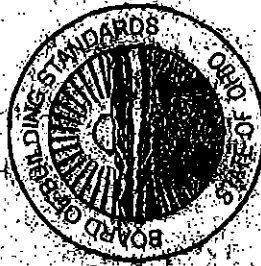
  
Clerk of Council

Passed this 10<sup>th</sup> day of February, 2025.

  
Mayor



BOARD OF BUILDING STANDARDS  
3506 Tussing Road  
P.O. Box 4009  
Reynoldsburg, OH 43068-9009



GERALD C. HOLLAND, CHAIRMAN

# CERTIFICATION OF BUILDING DEPARTMENT

## CITY OF WILMINGTON, OHIO

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

4101:2-71-64 Certification of the building department of the city of  
Wilmington, Ohio.

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

Certification by the Board is based upon the data submitted on application and comments and information submitted at Public Hearing on 10/31/03. The rule for certification was adopted and recorded in the minutes of the Ohio Board of Building Standards meeting 12/13/03 with an effective date of 12/01/04. Such certification is subject to review, and may be revoked or suspended with respect to the enforcement authority granted by the Ohio Board of Building Standards, after a public hearing pursuant to Section 3781.10 of the Revised Code, upon petition by any person affected by such enforcement or by the Board on its own motion and is further subject to review upon receipt of the Yearly Operational Report.

*John W. Grant*

John W. Grant, Executive Secretary

December 13, 2003

Date

CERTIFICATE NO.

ISSUE DATE

9418

**CERTIFICATE OF COVERAGE**

12/31/24

**Miami Valley Risk Management Association (MVRMA)**

3085 Woodman Drive, Suite 200

Kettering, OH 45420

PHONE (937) 438-8878 / FAX (937) 438-8330

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE SELF-INSURED POOL OR POLICIES BELOW.

COVERAGE  
AFFORDED BY:A **Miami Valley Risk Management Association (MVRMA)**B **Public Entity Property Insurance Program (PEPIP) -  
Lexington Insurance Company**

Insured:

CITY OF WILMINGTON  
69 N SOUTH STREET  
WILMINGTON, OH 45177

Miami Valley Risk Management Association (MVRMA) is not an insurance company. MVRMA is an Ohio joint self-insurance pool established in 1988 by contracting political subdivisions under ORC 2744.08. MVRMA administers a joint risk pool and purchases insurance and/or re-insurance, as it deems expedient.

**Coverages**

THIS IS TO CERTIFY THAT THE COVERAGES LISTED BELOW HAVE BEEN EXTENDED TO THE INSURED NAMED ABOVE FOR THE PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE COVERAGE AFFORDED AND DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSION, AND CONDITIONS OF SUCH POOL. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

CO LTR	TYPE OF COVERAGE	MEMORANDUM NUMBER	COVERAGE EFFECTIVE DATE (MM/DD/YYYY)	COVERAGE EXPIRATION DATE (MM/DD/YYYY)	LIMITS
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THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING SELF-INSURED POOL(S), INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

A	<input checked="" type="checkbox"/> General Liability <input checked="" type="checkbox"/> Auto Liability <input checked="" type="checkbox"/> Public Official's Errors & Omissions Liability	2025LY33A	1/1/25	1/1/26	Each Occurrence \$1,000,000 Annual Aggregate \$1,000,000 (applies separately to Products-Completed/Operation Liability and Errors & Omissions Liability) Auto Liability- Combined Single Limit - \$1,000,000
	OTHER				
B	<input checked="" type="checkbox"/> Auto Physical Damage <input checked="" type="checkbox"/> Property <input type="checkbox"/> Loss Payee	APIP2024 (Dec 01) - 0315	7/1/24	7/1/25	All-Risk Limit (Each Occ) \$25,000,000

Description of Operations/Locations/Vehicles/Special Items  
EVIDENCE OF COVERAGE

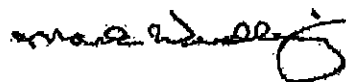
Certificate Holder

Cancellation

SHOULD ANY OF THE ABOVE DESCRIBED MEMORANDUMS BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

EVIDENCE OF COVERAGE

AUTHORIZED REPRESENTATIVE



Miami Valley Risk Management Association (MVRMA)

# Resolution

Number 25-0323

Adopted Date March 11, 2025

ENTERING INTO A PROFESSIONAL SERVICE CONTRACT WITH THE VILLAGE OF BUTLERVILLE RELATIVE TO BUILDING INSPECTION SERVICES

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

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

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 11<sup>th</sup> day of March 2025.

BOARD OF COUNTY COMMISSIONERS

  
Ashley Watts, Deputy Clerk

cc: c/a—Village of Butlerville  
Building Department (file)

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

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This Professional Services Contract (the Agreement) is made by and between the VILLAGE OF BUTLERVILLE, an Ohio municipal corporation, whose mailing address is P.O. Box 85, Pleasant Plain, Ohio 45162 (the "VILLAGE") and the WARREN COUNTY BOARD OF COMMISSIONERS, an Ohio county and political subdivision, whose mailing address is 406 Justice Drive, Lebanon, Ohio 45036 (the "COUNTY"):

1. **Professional Services:** The COUNTY agrees to perform professional services as outlined in Appendix A (Scope of Services) attached hereto and made a part hereof.
2. **Terms:** The performance of professional services by the COUNTY shall commence upon the effective date of this Agreement. The effective date of the Agreement shall be upon the VILLAGE having fully complied with the second sentence of paragraph 4; paragraph 6; and, all parties have adopted authorizing legislation and have executed this Agreement pursuant thereto. All terms of the Agreement shall remain in force and effect unless and until such time that either party terminates the Agreement as provided in Section 7 hereinafter.
3. **Compensation:** The VILLAGE agrees to compensate COUNTY in accordance with the terms and conditions set forth in Appendix B (Compensation).
4. **Responsibilities of the VILLAGE:** If the services performed by the COUNTY are dependent upon the VILLAGE furnishing data or other information to the COUNTY, all such data, information, reports, and other material as are existing, available, and necessary for the carrying out of the work shall be furnished to the COUNTY without charge by the VILLAGE, and the VILLAGE shall cooperate with the COUNTY in every way possible in carrying out the professional services. The VILLAGE must provide the COUNTY with a copy of all its certifications from the Ohio Board of Building Standards empowering the VILLAGE to enforce, or contract to enforce, the Residential Code of Ohio (OAC 4101:8) and the Ohio Building Code (OAC 4101:1).
5. **Personnel:** The COUNTY represents that it currently employs all personnel required in performing the services under the Agreement. Such personnel shall not be deemed employees of, or have any personal contractual or agency relationship with, the VILLAGE.
6. **Insurance:** The VILLAGE shall provide COUNTY with a Certificate of Insurance (or other documentation satisfactory to the COUNTY) that the VILLAGE has in effect, without interruption, during the term of this Agreement, a policy of general commercial liability insurance or the equivalent thereof that names the County and its elected officials and employees as additional insureds relating to the scope of services of this Agreement. The Certificate of Insurance shall further require the COUNTY be given advance notice at the address in the introductory paragraph in the event of termination of such policy during the term of this Agreement. The VILLAGE'S insurance coverage shall be the primary liability coverage and the COUNTY's self-insured pooled coverage shall be secondary. The COUNTY is self-insured for Worker's Compensation and its employees shall be covered under the COUNTY'S worker's compensation coverage.

7. **Termination of Contract:** The Agreement may be terminated by either party, without cause, which shall be evidenced by receipt of a thirty (30) day prior written notice from the other party of its intent to terminate, and upon expiration of the thirty (30) days the Agreement shall be terminated.
8. **Waivers or Revisions:** To be valid, any waiver, amendment, or revision of any portion of this Agreement shall be in writing and shall not take effect until signed by the duly authorized representatives of both the VILLAGE and the COUNTY.
9. **Computerized Records:** Upon request, and to the extent the COUNTY's software program can generate such reports, the COUNTY shall furnish the VILLAGE such reports as requested pertaining to the services undertaken pursuant to this Agreement. All records produced for the purpose provided herein will remain a part of the COUNTY archives, subject to the COUNTY's records retention schedule, and shall be considered public records unless an express exception or exemption provided by state or federal law applies.
10. **Authority:** The Village and the County have each authorized and directed their undersigned representative to enter into this Agreement, and any addendums thereto, by and through their respective legislative authorities in accordance with Ordinance/Resolution No. 20250218 adopted by the Butlerville Village Council on Feb 18, 2025 and Resolution No. 25-0323 adopted by the Warren County Board of Commissioners on March 11, 2025.
11. **Governing Law and Venue.** This Agreement shall be construed under the laws of the State of Ohio regardless of choice of law rules. The parties irrevocably agree to the venue for any and all claims, disputes, interpretations, and litigation of any kind arising out of this Agreement or related thereto being exclusively in the Warren County, Ohio Court of Common Pleas (unless both parties mutually agree in writing to private mediation), and each party waives any right to bring or remove such matters in or to any other state or federal court. In the event any party breaches this provision, the non-breaching party shall be entitled to recover its costs and expenses, including reasonable attorney fees, to remove an action to the Warren County, Ohio Court of Common Pleas.
12. **SEVERABILITY.** In the event that any provision of this Agreement is declared or determined to be unlawful, invalid, or otherwise unenforceable, such declaration shall not affect, in any manner, the legality of the remaining provisions and each provision of the Agreement will be and is deemed to be separate and severable from each other provision.

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

Village of Butlerville

Warren County Board of Commissioners

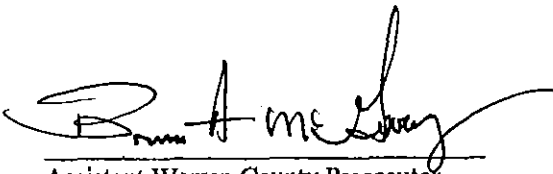
By: Mayer  
Name: Tom Bitter  
Title: Mayor  
Date: 2/18/25

By: X  
Name: Tom Grossman  
Title: President  
Date: 2/11/25

APPROVED AS TO FORM:

\_\_\_\_\_  
Solicitor/Law Director

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Assistant Warren County Prosecutor

3/4/25 Date

---

## **APPENDIX A: SCOPE OF SERVICES**

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

### **DESCRIPTION OF SERVICES**

Provide Building, HVAC and Electrical inspections for Residential and Commercial structures, along with Plan Review.

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## **APPENDIX B: COMPENSATION**

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The compensation for the services rendered in the attached Agreement shall be as follows:  
COUNTY to receive 75% of all fees taken in and the VILLAGE will receive 25% of all fees taken in, except for the required state fees of 1% for residential and 3% commercial for each permit. Checks will be calculated and requested from the auditor's office at the end of each month.



**ORDINANCE NO. 2025-02-18**

**AN ORDINANCE CREATING THE VILLAGE OF BUTLERVILLE BUILDING DEPARTMENT; AUTHORIZING A REQUEST TO THE OHIO BOARD OF BUILDING STANDARDS TO CERTIFY THE VILLAGE OF BUTLERVILLE FOR ENFORCEMENT OF THE OHIO BUILDING CODE AND RESIDENTIAL CODE OF OHIO WITH THE CONDITION THAT THE WARREN COUNTY BUILDING DEPARTMENT EXERCISE ENFORCEMENT AUTHORITY AND ACCEPT AND APPROVE PLANS AND SPECIFICATIONS, AND MAKE INSPECTIONS; AUTHORIZING AN AGREEMENT FOR THE INSPECTIONS OF RESIDENTIAL AND COMMERCIAL STRUCTURES ALONG WITH PLAN REVIEW BETWEEN THE VILLAGE OF BUTLERVILLE AND WARREN COUNTY; AND DECLARING AN EMERGENCY**

**WHEREAS**, the Village of Butlerville desires to enforce the Residential Code of Ohio and Ohio Building Code for the purpose of providing uniform standards and requirements for the erection, construction, repair, alteration, and maintenance of residential and commercial buildings.

**WHEREAS**, Village of Butlerville seeks to obtain the authority for enforcement of the provisions of the Ohio Building Code and Residential Code of Ohio through certification by the Ohio Board of Building Standards pursuant to Section 3781.10(E) of the Revised Code, with the condition that the Warren County Building Department exercise the enforcement authority and accept and approve plans and specifications, and make inspections in accordance with the Ohio Building Code and Residential Code of Ohio;

**WHEREAS**, in order to certify the Building Department of the Village of Butlerville it is necessary that the Village of Butlerville enter into an agreement with Warren County for the enforcement of the Residential Code of Ohio and the Ohio Building Code within the limits of said Village of Butlerville; and

**WHEREAS**, it is necessary to create the Village of Butlerville for the immediate preservation of the public, health, safety and general welfare of the municipality that this ordinance take effect at an early date.

**NOW THEREFORE, BE IT ORDAINED BY THE LEGISLATIVE AUTHORITY OF THE MUNICIPALITY OF BUTLERVILLE, OHIO:**

**Section 1:** That Ohio Administrative Code 4101:8 – Residential Code of Ohio as promulgated by the Ohio Board of Building Standards, shall apply and be enforced within the Village of Butlerville, Ohio.

**Section 2:** That Ohio Administrative Code 4101:1 – Ohio Building Code as promulgated by the Ohio Board of Building Standards, shall apply and be enforced within the Village of Butlerville, Ohio.

**Section 3:** That this ordinance shall be in full force and effect from and after the earliest period permitted by law following promulgated of the Ohio Building Code and Residential Code of Ohio by the Board of Building Standards through the certification process, adoption and effective date of certification issued by the Ohio Board of Building Standards.

**Section 4:** The mayor and two council members of the Village of Butlerville are hereby authorized and directed to sign and submit an application to the Ohio Board of Building Standards requesting said Board to certify the Village of Butlerville for enforcement of the Ohio Building Code and Residential Code of Ohio with the condition that the Warren County Building Department exercise the enforcement authority as necessary in accordance with the Ohio Building Code and Residential Code of Ohio within the limits of said Village of Butlerville and to enter into an agreement with Warren County Building Department for such purpose.

**Section 5:** The Village of Butlerville through its mayor and its clerk is hereby authorized and directed to enter into an agreement with Warren County for the enforcement of the Residential Code of Ohio and Ohio Building Code within the limits of said Village of Butlerville, whereby the Warren County Building Department will accept and approve plans and specifications and make inspections necessary within said Village of Butlerville in accordance with the provisions of the Residential Code of Ohio and Ohio Building Code. A copy of said Agreement is attached here as Exhibit A.

**BE IT FURTHER ORDAINED** that any rule requiring three (3) readings is hereby suspended, that immediate filing of this Ordinance is necessary for the public peace, health, welfare and safety of the community, it is therefore declared to be an emergency, shall take effect immediately, and shall be promptly filed.

Councilmember Darya Studer made the motion and Councilmember Mike Gilbert seconded the motion, and role being called upon the question of this Ordinance, at least a majority of the Council, approving said Ordinance, the vote resulted as follows:

<u>NA</u> Mr. Adkins	<u>AC</u> Mrs. Clark	<u>NF</u> Mr. Pittman
<u>SW</u> Mrs. Weis	<u>TES</u> Mrs. Studer	<u>ML</u> Mr. Gilbert

Yeas 6 Nays 0 Abstain 1/4

Adopted this Ordinance, day of 18/Feb, 2025.

Susan Bitzer  
Susan Bitzer, Clerk

Anthony Bitzer  
Anthony Bitzer, Mayor

**CERTIFICATE**

I, the undersigned Clerk for the Village of Butlerville Council do hereby certify that the foregoing is a true and correct copy of Ordinance 20250218 passed on 18/Feb/2025

Susan Bitzer  
Susan Bitzer, Clerk

**Board of Building Standards**

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

Timothy Galvin, Chairman

**Certification of Residential Building Department**

**BUTLERVILLE, WARREN COUNTY, OHIO**

Department ID #: 2608

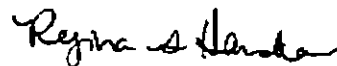
The Ohio Board of Building Standards, pursuant to Section 3781.10 of the Ohio Revised Code, hereby certifies the above named building department to exercise enforcement authority in accordance with the provisions of the Residential Code of Ohio subject to the rules for certification adopted by the Board.

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

**BUTLERVILLE, WARREN COUNTY, OHIO**

to exercise enforcement authority and accept and approve plans and specifications in accordance with Chapters 3781. and 3791. of the Ohio Revised Code and any rules adopted pursuant thereto.

Exceptions: Plumbing



Regina S. Hanshaw, Executive Secretary

11/15/2024

Effective Date

**Board of Building Standards**

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

Timothy Galvin, Chairman

**Certification of Non-Residential Building Department**

**BUTLERVILLE, WARREN COUNTY, OHIO**

Department ID #: 2607

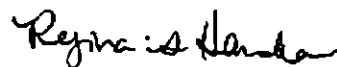
The Ohio Board of Building Standards, pursuant to Section 3781.10 of the Ohio Revised Code, hereby certifies the above named building department to exercise enforcement authority in accordance with the provisions of the Ohio Building Code subject to the rules for certification adopted by the Board.

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

**BUTLERVILLE, WARRENCOUNTY, OHIO**

to exercise enforcement authority and accept and approve plans and specifications in accordance with Chapters 3781. and 3791. of the Ohio Revised Code and any rules adopted pursuant thereto.

Exceptions: Plumbing & Medical Gas



Regina S. Hanshaw, Executive Secretary

11/15/2024

Effective Date



**Summary of Coverages  
prepared for**

**VILLAGE OF BUTLERVILLE**

Date Prepared: Monday, August 26, 2024

The actual insuring agreements are in the policies, not in this summary of coverages. This summary is not binding on your organization, Glatfelter Public Entities or the insurance companies we represent. Actual coverage is provided only by the policy. Your policy also includes other coverages and exclusions not specifically listed in this summary of coverage. Please refer to your policy for details.

The intent of this document is to reflect a highlight of renewal coverage information that is not yet effective as of the document preparation date.

Policies included in this summary:

**Policy Number**  
GPNV-PF-0021537-04

**Effective Date**  
09/01/2024

**Expiration Date**  
09/01/2025

### GENERAL INFORMATION

**First Named Insured:** VILLAGE OF BUTLERVILLE

**Mailing Address:** PO BOX 85  
PLEASANT PLAIN, OH 45162

## PROPERTY

Insurer: National Union Fire Insurance Company of Pittsburgh, Pa.

This coverage contains the following four sections:

- **Coverage A. Real Property** protects you for direct physical loss or damage to your buildings and structures at a premises shown on the schedule in this document caused by or resulting from a covered cause of loss. Pays up to the limit shown on the schedule in this document in any one occurrence. Real Property includes foundations of buildings, structures, machinery or boilers.
- **Coverage B. Personal Property** protects you for direct physical loss or damage to your contents at a premises shown on the schedule in this document caused by or resulting from a covered cause of loss. Pays up to the limit shown on the schedule in this document in any one occurrence.
- **Coverage C. Loss of Income** protects your loss of income if your operations are interrupted because of a covered loss to your buildings or contents. Covers the loss of income you sustain during the period of restoration. Pays up to the limit shown on the schedule in this document in any one occurrence.
- **Coverage D. Extra Expense** protects you from extra expense you incur if your operations are interrupted because of a covered loss to your buildings or contents, provided the extra expense is necessary to minimize your down-time and continue operations. Covers the extra expense (over and above normal operating expenses) incurred during the period of restoration. Pays up to the limit shown on the schedule in this document in any one occurrence.

Glatfelter Public Entities insures property against *any* cause of direct physical loss or damage unless the cause of loss is specifically excluded. Notable exclusions to coverage include, but are not limited to, war, nuclear activity, earthquake or flood, and asbestos. Please refer to the actual Property Coverage Part for a complete description of coverage, exclusions, and conditions.

Earthquake Coverage or Flood Coverage is optional for eligible locations.

A deductible applies to all property coverage.

### Valuation

Glatfelter Public Entities insures property on a **Replacement Cost (RC)** basis unless indicated otherwise. If indicated on the Schedule of Property Limits, property coverage on designated premises may be provided on an **Actual Cash Value (ACV)** or **Functional Replacement Cost (FRC)** basis. Descriptions are:

- **Replacement Cost** pays to replace your property, without deduction for depreciation, but is subject to the limit on the policy.
- **Actual Cash Value** pays the cost to replace your property, subject to depreciation and subject to the limit on the policy.
- **Functional Replacement Cost** pays to replace your property with similar property intended to perform the same function, when replacement with identical property is impossible or unnecessary; it's subject to the limit you select.



**PROPERTY****Property Premises Summary**

<u>Premises</u>	<u>Address</u>	<u>City</u>	<u>State</u>	<u>Zip Code</u>
1	8516 WALNUT ST	BUTLERVILLE	OH	46182

**Policy Deductible: \$500****Equipment Breakdown Deductible:**

If no deductible is shown above or otherwise described in the policy, the Policy Deductible applies.

**Schedule of Property Coverage – Individual Limits**

		<u>Real Property</u>				<u>Personal Property</u>			
<u>Premises/</u>	<u>Description/</u>	<u>Limit</u>	<u>Valu-</u>	<u>Coin-</u>	<u>Inflation</u>	<u>Limit</u>	<u>Valu-</u>	<u>Coin-</u>	<u>Inflation</u>
<u>Item</u>	<u>Occupancy</u>		<u>ation</u>	<u>surence</u>	<u>Guard</u>		<u>ation</u>	<u>surence</u>	<u>Guard</u>
1/1	OFFICE	\$81,415	ACV	100%	4%	\$7,401	RC	100%	4%

**Coverages C and D: Schedule of Limits**

Loss of Income	Loss sustained up to:	\$250,000 per occurrence
Extra Expense	Loss sustained up to:	\$250,000 per occurrence

**Property Coverage Extensions Limits**

<u>Extension</u>	<u>Limit of Insurance</u>
Accounts Receivable:	\$50,000
Fine Arts (without certified appraisal):	\$25,000 (subject to \$1,500 per item)
Fine Arts (with certified appraisal):	\$50,000
In Transit or Off Premises:	\$100,000
Valuable Papers & Records:	\$50,000
Outdoor Property:	\$150,000
Trees, Shrubs, Plants and Lawns:	\$25,000
Software:	\$500,000

## GENERAL LIABILITY

Insurer: National Union Fire Insurance Company of Pittsburgh, Pa.

This coverage contains the following three sections:

- **Coverage A. Bodily Injury and Property Damage Liability** protects you when claims are made against you because of injury to others or damage to their property, unless caused by an auto.
- **Coverage B. Personal and Advertising Injury Liability** protects you when claims are made against you because of injury to others arising from offenses such as slander or violation of a person's privacy.
- **Coverage C. Medical Expense** pays medical expenses requested by you in writing for bodily injury caused by an accident on your premises or because of your operation. These expenses are payable even if the injury occurred through no fault of your own.

### Limits of Insurance

Each Occurrence:	\$1,000,000
Damage to Premises Rented to You:	\$1,000,000
Medical Expense:	\$10,000
Personal and Advertising Injury:	\$1,000,000
General Aggregate:	\$3,000,000
Products – Completed Operations Aggregate:	\$3,000,000
Deductible:	\$0

**Hired & Non-Owned Auto Liability** • Covers your liability for hired or non-owned autos.

### Employer's Liability (Stop Gap)

### Limits of Insurance

"Bodily Injury" by Accident:	\$1,000,000	Each Accident
"Bodily Injury" by Disease:	\$1,000,000	Policy Limit
"Bodily Injury" by Disease:	\$1,000,000	Each "Employee" or "Volunteer Worker".

**PUBLIC OFFICIALS AND MANAGEMENT LIABILITY**

Insurer: National Union Fire Insurance Company of Pittsburgh, Pa.

This coverage contains the following two sections:

- **Coverage A. Liability for Monetary Damages** protects you when claims are made against you for monetary damages arising out of a wrongful act, employment practices offense or employee benefits administration offense resulting from your operations. Coverage does not apply to bodily injury, property damage or personal and advertising injury, except when resulting from a covered employment practices offense.
- **Coverage B. Defense Expense for Injunctive or Declaratory Relief** reimburses reasonable defense expenses you incur to defend an injunctive or declaratory relief action arising out of a wrongful act, employment practices offense or employee benefit administration offense resulting from your operations.

**Policy Type:** Occurrence

**Limits of Insurance**

Coverage A:	\$1,000,000	Each Wrongful Act or Offense
<i>Coverage A includes Employee Benefits Liability</i>		
Coverage B:	\$5,000	Each Action
Aggregate Limit:	\$3,000,000	Coverage A and B Combined
Coverage A Deductible:	\$0	

**PREMIUM SUMMARY**

	<u><b>Premium</b></u>
Property.....	\$500
Crime.....	\$0
Inland Marine.....	\$0
Auto.....	See General Liability
General Liability..... (Includes Hired & Non-owned Auto)	\$849
Law Enforcement Activity Liability.....	Not Included
Public Officials and Management Liability.....	\$250
Educators Legal Liability.....	\$0
Excess Liability.....	\$0
<b>Total Estimated Annual Premium.....</b>	<b>\$1,599</b>

*A "zero" premium indicates no existing coverage for that particular line of business.*

# Resolution

Number 25-0324

Adopted Date March 11, 2025

APPROVING AGREEMENT AND ADDENDUM WITH FOCUS ON YOUTH, INC.  
RELATIVE TO HOME PLACEMENT AND RELATED SERVICES ON BEHALF OF  
WARREN COUNTY CHILDREN SERVICES

BE IT RESOLVED, to approve and authorize the Warren County Board of Commissioners to enter into the agreement and addendum with Focus on Youth, Inc. relative to home placement and related services for calendar year 2025-2026, on behalf of Children Services as attached hereto and made a part hereof.

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

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 11<sup>th</sup> day of March 2025.

BOARD OF COUNTY COMMISSIONERS

  
Ashley Watts, Deputy Clerk

cc: c/a – Focus on Youth, Inc.  
Children Services (file)

Ohio Department of Children and Youth

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

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

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

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

and

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

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

Collectively the "Parties".

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## RECITALS

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

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

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

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

### Article I. SCOPE OF PLACEMENT SERVICES

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

#### Section 1.01 FOR AGREEMENTS COMPETITIVELY PROCURED

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

#### Section 1.02 FOR AGREEMENTS NOT COMPETITIVELY PROCURED

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

#### Section 1.03 EXHIBITS

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

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

### Article II. TERM OF AGREEMENT

This Agreement is in effect from **06/01/2025** through **05/31/2026**, unless this Agreement is suspended or terminated pursuant to Article VIII prior to the termination date.

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



### **Article III. ORDER OF PRECEDENCE**

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

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

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

### **Article IV. DEFINITIONS GOVERNING THIS AGREEMENT**

The following definitions govern this Agreement:

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

### **Article V. PROVIDER RESPONSIBILITIES**

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

1. Monthly Progress Reports shall be submitted by the 20th of the month following the month of service.
2. The Monthly Progress Report will include the following medical related information:
  - a. Service type (i.e. medical, dental, vision, etc.);
  - b. Date(s) of service;
  - c. Reason for visit (i.e. routine, injury, etc.);
  - d. Practitioner name, address and contact number;
  - e. Name of hospital, practice, urgent care, etc.;
  - f. Prescribed medications and dosages;
  - g. Date(s) medication(s) were prescribed or changed; and
  - h. Changes to medications.

- F. Placement changes, emergency or non-emergency, are to only with the approval of the Agency. The following information shall be provided to the Agency for all placement changes: Name, address and phone number of the new foster home or other out-of-home care setting, the license/home study of the new care provider within 24 hours, excluding weekends and holidays.
- G. Provider agrees to notify all Agencies who have children placed in the same caregiver's home/group home/CRC when any child residing in the placement is critically injured or dies in that location. Notification will be made to the Agencies' Child Abuse/Neglect Hotline number or assigned Caseworker immediately.
- H. Notification to the Agency of Emergency Critical Incidents shall occur ASAP but no later than one hour of the Incident becoming known. Notification will be made to the Agency via the Agency's Child Abuse/Neglect Hotline or assigned Caseworker or by other established system. Critical incidents are those incidents defined in the Ohio Administrative Code that are applicable to the licensed or certified programs (DCY 5101:2-7-14, 5101:2-9-23 ODMHAS 5122-30-16, 5122-26-13, OAC 5123-17-02).

Emergency situations include but are not limited to the following:

1. Absent Without Leave (AWOL);
  2. Child Alleging Physical or Sexual Abuse / Neglect;
  3. Death of Child;
  4. Illicit drug/alcohol use; Abuse of medication or toxic substance;
  5. Sudden injury or illness requiring an unplanned medical treatment or visit to the hospital;
  6. Perpetrator of Delinquent/Criminal Act (Assault, Dangerous Behaviors, Homicidal Behaviors);
  7. School Expulsion / Suspension (formal action by school);
  8. Self-Injury (Suicidal Behaviors, Self-Harm Requiring external Medical Treatment, Hospital or ER);
  9. Victim of assault, neglect, physical or sexual abuse; and
  10. The filing of any law enforcement report involving the child.
- I. The Provider also agrees to notify the Agency within Twenty-four (24) hours, of any non-emergency situations. Non-emergency situations include but are not limited to the following:
1. When physical restraint is used/applied; and
  2. Medication lapses or errors.

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

- J. Documentation of the emergency and non-emergency incidents as identified in "H and I" above shall be provided to the Agency via email, fax or other established notification system within 24 hours excluding weekends and holidays.
- K. The Provider agrees to submit each child's assessment and treatment plans as completed but no later than the 30th day of placement. Provider further agrees to provide treatment planning that will include, but is not limited to, education on or off site, preparation for integration into community-based school or vocational/job skills training, community service activities, independent living skills if age 14 or older, monitoring and supporting community adjustment.
- L. The Provider agrees to participate in joint planning with the Agency regarding modification to case plan services. Provider agrees that while the Provider may have input into the development of the child's case plan services and

the ICCA, any disputes involving services or placement will be resolved through mutual agreement and modification to the ICCA. Provider agrees the Agency is the final authority in the process.

- M. The Provider shall participate in a Placement Preservation meeting if requested by the Agency prior to issuing a notice of removal of a child. A placement Preservation meeting shall be held within seven (7) business days of said request. Unless otherwise mutually agreed upon a minimum of thirty (30) calendar days' notice shall be given if placement preservation is unable to be achieved. A Discharge Plan Summary shall be provided no later than fifteen (15) calendar days after the date of discharge in accordance with the applicable licensed or certified program (OAC 5101:2-5-17, OAC 5122-30-22, OAC 5122-30-04, OAC 5123:2-3-05).
- N. The Provider shall work in cooperation and collaboration with the Agency to provide information for each child's Lifebook and will fully comply with the provision of OAC 5101:2-42-67 as applicable to private Providers. Provider's contribution to the Agency Lifebook for a child shall be for the episode of care with the Provider.
- O. The Provider agrees to provide Independent Living Services as set forth in accordance with OAC 5101:2-42-19 for all children age fourteen (14) and above.
- P. When applicable, due to the Provider being part of a managed care agreement as defined in OAC 5101:2-1-01, the Provider agrees to visit with the child face-to-face in the foster home, speak privately with the child and to meet with the caregiver at least monthly in accordance with rule OAC 5101:2-42-65 of the Ohio Administrative Code.
- Q. The Provider agrees to maintain its licenses and certifications from any source in good standing. The Provider agrees to report to Agency in writing any change in licensure or certification that negatively impacts such standing immediately if the negative action results in a temporary license, suspension of license or termination of license.
- R. Provider agrees that the reasonable and prudent parent standard training required by SEC. 471. [42 U.S.C. 671] of the Social Security Act and in accordance to OAC 5101:2-5-33, OAC 5101:2-9-02 or OAC 5101:2-9-03 has been completed.
- S. The Provider shall notify Agency of any changes in its status, such as intent to merge with another business or to close no later than forty-five (45) business days prior to the occurrence.
- T. The Provider agrees that the Agency shall have access to foster parent home studies and re-certifications for foster parents caring for children in placement, subject to confidentiality considerations. The Provider shall submit to Agency a copy of the current foster home license at the time of placement and recertification. Provider also agrees to notify Agency within twenty-four (24) hours of any change in the status of the foster home license.
- U. When there is a rule violation of a caregiver, a copy of the corrective action plan, if applicable, must be submitted to the Agency when the investigation is complete.
- V. The Provider agrees to notify the Agency of scheduling no less than fourteen (14) calendar days prior to all formal meetings (i.e. FTM's, Treatment Team Meetings, IEPs, etc.).
- W. The Provider agrees to adhere to the following Medical/Medication guidelines:
  - 1. To provide over-the-counter medications and/or supplies as part of the per diem of care;
  - 2. To comply with the medical consent process as identified by Agency;
  - 3. Only the Agency can give permission for the administering or change (addition or elimination) of psychotropic medication and its ongoing management; and
  - 4. Provide an initial placement medical screening within five working days of child's placement into a placement resource under the Provider's operation and/or oversight.
- X. To arrange for required health care/medical examinations within time frames required by OAC 5101:2-42-66.1 and provide reports from the health care providers to the agency within 30 days of occurrence if the appropriate releases of information have been obtained by the Provider.
- Y. The Network Provider agrees to notify the Agency if placement resource is currently under investigation for license violations or misconduct toward children or other third-party investigation.
- Z. The Provider will immediately notify the Agency:

1. If the Provider is out of compliance with any licensing authority rules or the placement resource is under investigation for license violations or misconduct toward children. Immediately is defined as within one hour of knowledge of the non-compliance issue.
2. Child Abuse/Neglect Hotline or assigned Caseworker of any allegations of abuse or neglect made against the Caregiver within one hour of gaining knowledge of the allegation.
3. Of any corrective action and the result of the correction action plan. The Provider will submit a comprehensive written report to the agency within sixty (60) days of the rule violation.
4. Within twenty-four (24) hours any time there is an event which would impact the placement resource license.

## **Article VI. AGENCY RESPONSIBILITIES**

- A. Agency certifies that it will comply with the Multiethnic Placement Act, 108 STAT. 3518, as amended by Section 1808 of the Small Business Jobs Protection Act of 1996, 110 STAT. 1755, which prohibits any Agency from denying any person the opportunity to become an adoptive or foster parent on the basis of race, color, national origin, or delaying or denying the placement of a child for adoption or into foster care on the basis of race, color, or national origin of the adoptive or foster parent or of the child involved.
- B. The Agency shall provide to the Provider within thirty (30) calendar days of placement or within a reasonable time thereafter as agreed to by the parties, a copy of each child's social history, medical history, and Medicaid card once obtained by the Agency for new cases, or at time of placement for existing cases. Agency shall make best efforts to share information timely regarding participants and contact information involved with planning efforts related to children and families.
- C. The Agency acknowledges that clinical treatment decisions must be recommended by licensed clinical professionals. Agency and Provider acknowledge that disagreement with a treatment decision may be taken through the dispute resolution process contained in Article XIV of this Agreement.
- D. Agency agrees to visit with the child in accordance with rule OAC 5101:2-42-65 of the Ohio Administrative Code.
- E. Agency agrees to participate in periodic meetings with each child's treatment team for case treatment plan development, review, and revision. The Agency agrees to participate in the development of the treatment plan of each child placed with the Provider by the Agency.
- F. Agency certifies that it will comply with Every Student Succeeds Act (34 CFR part 200) and will work with local school districts in developing individualized plans to address the transportation needed for a child to remain in the school of origin. Agency agrees to arrange for the transfer of each child's school records to the child's new school upon placement but not later than ten (10) business days. The Agency agrees to work with the Provider for the timely enrollment of the child in the receiving school district. The Agency has the final responsibility to obtain the child's school records and to enroll the child in the receiving school district.
- G. The Agency shall provide an opportunity for the Provider to give input in the development, substantive Addendum or modification of case plans. The Agency agrees to notify the Provider of scheduling no less than seven (7) calendar days prior to of all formal meetings (e.g. SARs, court hearings, family team conferences, etc.).
- H. The Agency shall participate in a Placement Preservation meeting if requested by the Provider prior to issuing a notice of removal of a child. The Agency shall provide a minimum of thirty (30) calendar days' notice for planned removals, to the Provider for each child who is being terminated from placement with the Provider, unless so ordered by a court of competent jurisdiction.
- I. Agency agrees to provide the Provider with an emergency contact on a twenty-four (24) hour, seven (7) day per week basis.
- J. The Agency represents:
  1. It has adequate funds to meet its obligations under this Agreement; subject to the availability of funds as referenced in Article VIII (I);
  2. It intends to maintain this Agreement for the full period set forth herein and has no reason to believe that it will not have sufficient funds to enable it to make all payments due hereunder during such period; and

3. It will make its best effort to obtain the appropriation of any necessary funds during the term of this Agreement.
- K. The Agency will provide information about the child being referred for placement in accordance with OAC 5101:2-42-90. Prior to a child's placement in alternative care or respite, OAC 5101:2-42-90 (D) requires the Agency to share with care givers information that could impact the health, safety, or well-being of the child or others in the home.

## **Article VII. INVOICING FOR PLACEMENT SERVICES**

- A. The Provider agrees to submit a monthly invoice following the end of the month in which services were provided. The invoice shall be for services delivered in accordance with Article I of this Agreement and shall include:
1. Provider's name, address, telephone number, email address, fax number if available, federal tax identification number, Title IV-E Provider number, if applicable and Medicaid Provider number, if applicable.
  2. Billing date and the billing period.
  3. Name of child, date of birth of child, and the child's Ohio Child Welfare Information System (Ohio CWIS) person I.D. number.
  4. Admission date and discharge date, if available.
  5. Agreed upon per diem for maintenance and the agreed per diem administration; and
  6. Invoicing procedures may also include the per diems associated with the following if applicable and agreeable to the Agency and Provider:
    - a. Case Management; allowable administration cost;
    - b. Transportation, allowable maintenance cost;
    - c. Transportation; allowable administration cost;
    - d. Other Direct Services; allowable maintenance cost;
    - e. Behavioral health care; non-reimbursable cost; and
    - f. Other costs - (any other cost the Title IV-E Agency has agreed to participate in); non-allowable/non-reimbursable cost.
- B. Provider warrants and represents claims made for payment for services provided are for actual services rendered and do not duplicate claims made by Provider to other sources of public funds for the same service.

## **Article VIII. REIMBURSEMENT FOR PLACEMENT SERVICES**

- A. The maximum amount payable pursuant to this contract is **\$50,000.00**.
- B. In accordance with Schedule A of this Agreement, the per diem for maintenance and the per diem for administration will be paid for each day the child was in placement. The first day of placement will be paid regardless of the time the child was placed. The last day of placement will not be paid regardless of the time the child left the placement.
- C. In accordance with Schedule A of this Agreement and in addition to Maintenance and Administration, the Agency may agree to pay a per diem for Case Management, Other Direct Services, Transportation Administration, Transportation Maintenance, Behavioral Health Care and Other. All other services and/or fees to be paid for shall be contained in the Attachments/Exhibits of this Agreement.
- D. To the extent that the Provider maintains a foster care network, the agreed upon per diem for maintenance shall be the amount paid directly to the foster parent. Maintenance includes the provision of food, clothing, shelter, daily supervision, graduation expenses, a child's personal incidentals, and liability insurance with respect to the child, reasonable cost of travel to the child's home for visitation and reasonable cost of travel for the child to remain in the school the child was enrolled in at the time of placement. Payment for private Agency staff transporting a child to a home visit or keeping the child in their home school will be paid in accordance with Schedule A (Transportation Maintenance) of this Agreement.
- E. If the plan as determined by the Agency is to return the child to placement with the Provider, the Agency may

agree to pay for the days that a child is temporarily absent from the direct care of the Provider, as agreed to by the parties in writing.

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

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

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

#### **Article IX. TERMINATION; BREACH AND DEFAULT**

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

matters as the Agency may require. The Agency agrees to remove all children in placement immediately with the Provider, consistent with the effective termination date. In all instances of termination, the Provider and Agency agree that they shall work in the best interests of children placed with the Provider to secure alternative placements for all children affected by the termination.

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

#### **Article X. RECORDS RETENTION, CONFIDENTIALITY AND DATA SECURITY REQUIREMENTS**

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

purpose not directly related to the administration of this Agreement is prohibited. Provider shall ensure all the children's and families' documentation is protected and maintained in a secure and safe manner.

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



services, which the Agency deems necessary to protect such affected client.

- K. In the event the Provider discontinues operation, all child records for residential or any other placement settings shall be provided to the custodial agency.

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

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

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

1368), Executive Order 11738, and Environmental Protection Agency Regulations (40 C.F.R. Part 15).

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

## **Article XII. INDEPENDENT CONTRACTOR**

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

## **Article XIII. AUDITS AND OTHER FINANCIAL MATTERS**

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

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

#### **Article XIV. GRIEVANCE/DISPUTE RESOLUTION PROCESS**

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

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

#### **Article XV. ATTACHMENTS/ADDENDA**

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

#### **Article XVI. NOTICE**

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

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

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

#### **Article XVII. CONSTRUCTION**

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

## Article XVIII. NO ASSURANCES

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

## Article XIX. CONFLICT OF INTEREST

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

## Article XX. INSURANCE

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

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

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

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

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

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

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

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

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

## **Article XXI. INDEMNIFICATION & HOLD HARMLESS**

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

## **Article XXII. SCREENING AND SELECTION**

- A. Criminal Record Check

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

**B. Transportation of Child**

1. The caregiver shall ensure the transportation of children in care will be reliable, legal and safe transportation with safety restraints, as appropriate for the child, and must be in compliance with applicable local, state and Federal transportation laws:
  - a. Maintenance of a current valid driver's license and vehicle insurance.
  - b. All children being transported by Provider must follow Ohio's Child Passenger Safety Law as defined in ORC 4511.81.
  - c. No child that is a passenger and is required to have a seat restraint can be transported by said provider until these requirements are met.
2. In addition to the requirements set forth above, Provider shall not permit any individual to transport a Child if:
  - a. The individual has a condition which would affect safe operation of a motor vehicle;
  - b. The individual has six (6) or more points on his/her driver's license; or
  - c. The individual has been convicted of, or pleaded guilty to, a violation of section 4511.19 (Operating vehicle under the influence of alcohol or drugs – OVI or OVUAC) of the Revised Code if the individual previously was convicted of or plead guilty to two or more violations within the three years immediately preceding the current violation.

**C. Rehabilitation**

1. Notwithstanding the above, Provider may make a request to the Agency to utilize an individual if Provider believes the individual has met the rehabilitative standards of OAC 5101:2-07-02(I), as follows:
  - a. If the Provider is seeking rehabilitation for a foster caregiver, a foster care applicant or other resident of the foster caregiver's household, Provider must provide written verification that the rehabilitation standards of OAC 5101:2-7-02 have been met.
  - b. If the Provider is seeking rehabilitation for any other individual serving Agency children, Provider must provide written verification from the individual that the rehabilitative conditions in accordance with OAC 5101:2-5-09 have been met.
2. The Agency shall review the facts presented and may allow the individual to work with, volunteer with or transport Agency children on a case-by-case basis. It is the Agency's sole discretion to permit a rehabilitated individual to work with, volunteer with or transport children.

**D. Verification of Job or Volunteer Application:**

Provider shall check and document each applicant's personal and employment references, general work history, relevant experience, and training information. Provider further agrees it will not employ an individual in relation to this Agreement unless it has received satisfactory employment references, work history, relevant experience, and training information.

**Article XXIII. PROHIBITION OF CORPORAL & DEGRADING PUNISHMENT**

Agency prohibits the use of corporal or degrading punishment against children served by Agency and must comply with requirements in OAC 5101:2-7-09, OAC 5101:2-9-21, and OAC 5101:2-9-22

#### **Article XXIV. FINDINGS FOR RECOVERY**

ORC 9.24 prohibits public agencies from awarding an Agreement for goods, services, or construction paid for in whole or in part from federal, state and local funds, to an entity against whom a finding for recovery has been issued if the finding is unresolved. By entering into this Agreement, Provider warrants and represents that they do not have an unresolved finding for recovery. Provider shall notify the Agency within ten (10) business days of its notification should the Provider be issued such finding by the Auditor of the State.

#### **Article XXV. PUBLIC RECORDS**

This Agreement is a matter of public record under the Ohio public records law. By entering into this Agreement, Provider acknowledges and understands that records maintained by Provider pursuant to this Agreement may also be deemed public records and subject to disclosure under Ohio law. Upon request made pursuant to Ohio law, the Agency shall make available the Agreement and all public records generated as a result of this Agreement.

#### **Article XXVI. CHILD SUPPORT ENFORCEMENT**

Provider agrees to cooperate with ODJFS and any Ohio Child Support Enforcement Agency ("CSEA") in ensuring Provider and Provider's employees meet child support obligations established under state or federal law. Further, by executing this Agreement, Provider certifies present and future compliance with any court or valid administrative order for the withholding of support which is issued pursuant to the applicable sections in ORC Chapters 3119, 3121, 3123, and 3125.

#### **Article XXVII. DECLARATION OF PROPERTY TAX DELINQUENCY**

After award of an Agreement, and prior to the time the Agreement is entered into, the successful Provider shall submit a statement in accordance with ORC 5719.042. Such statement shall affirm under oath that the person with whom the Agreement is to be made was not charged at the time the bid was submitted with any delinquent personal property taxes on the general tax list of personal property of any county in which the taxing district has territory, or that such person was charged with delinquent personal property taxes on any such tax list, in which case the statement shall also set forth the amount of such due and unpaid delinquent taxes any due and unpaid penalties and interest thereon. If the statement indicates that the taxpayer was charged with any such taxes, a copy of the statement shall be transmitted by the fiscal officer to the county treasurer within thirty days of the date it is submitted.

A copy of the statement shall also be incorporated into the Agreement, and no payment shall be made with respect to any contract to which this section applies unless such statement has been so incorporated as a part thereof.

#### **Article XXVIII. SUBCONTRACTING AND DELEGATION**

The performance of any duty, responsibility or function which is the obligation of the Provider under this Agreement may be delegated or subcontracted to any agent or subcontractor of Provider if Provider has obtained the prior written consent of the Agency for that delegation subcontract. Provider is responsible for ensuring that the duties, responsibilities or functions so delegated or subcontracted are performed in accordance with the provisions and standards of this Agreement, and the actions and omissions of any such agent or subcontractor shall be deemed to be the actions and omissions of Provider for purposes of this Agreement.

#### **Article XXIX. PROPERTY OF AGENCY**

The Deliverable(s) and any item(s) provided or produced pursuant to this Agreement (collectively called "Deliverables") will be considered "works made for hire" within the meaning of copyright laws of the United States of America and the State of Ohio. The Agency is the sole author of the Deliverables and the sole owner of all rights therein. If any portion of the Deliverables are deemed not to be a "work made for hire", or if there are any rights in the Deliverables not so conveyed to the Agency, then Provider agrees to, and by executing this Agreement hereby does, assign to the Agency all worldwide rights, title, and interest in and to the Deliverables. The Agency acknowledges that its sole ownership of



the Deliverables under this Agreement does not affect Provider's right to use general concepts, algorithms, programming techniques, methodologies, or technology that have been developed by Provider prior to this Agreement or that are generally known and available. Any Deliverable provided or produced by Provider under this Agreement or with funds hereunder, including any documents, data, photographs and negatives, electronic reports/records, or other media, are the property of the Agency, which has an unrestricted right to reproduce, distribute, modify, maintain, and use the Deliverables. Provider shall not obtain copyright, patent, or other proprietary protection for the Deliverables. Provider shall not include in any Deliverable any copyrighted material, unless the copyright owner gives prior written approval for the Agency and Provider to use such copyrighted material. Provider agrees that all Deliverables will be made freely available to the general public unless the Agency determines that, pursuant to state or federal law, such materials are confidential or otherwise exempt from disclosure.

#### **Article XXX. SEVERABILITY**

If any term of this Agreement or its application thereof to any person or circumstance shall to any extent be held invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby. Each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

#### **Article XXXI. NO ADDITIONAL WAIVER IMPLIED**

If the Agency or Provider fails to perform any obligations under this Agreement and thereafter such failure is waived by the other party, such waiver shall be limited to the particular matter waived and shall not be deemed to waive any other failure hereunder, nor a waiver of a subsequent breach of the same provision or condition. Waivers shall not be effective unless in writing.

#### **Article XXXII. COUNTERPARTS**


This Agreement may be executed as an original document only, or simultaneously in two or more counterparts, each of which shall be deemed an original, and each of these counterparts shall constitute one and the same instrument. It shall not be necessary in making proof of this Contract to produce or account for more than one such counterpart. An electronic signature or a scanned or otherwise reproduced signature shall be a binding signature and carry the same legal force as the original.

#### **Article XXXIII. APPLICABLE LAW AND VENUE**


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

**SIGNATURES OF PARTIES:**

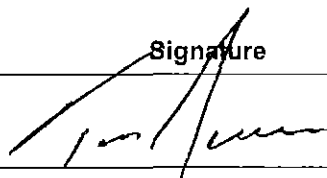
Provider: Focus on Youth, Inc.


Print Name & Title	Signature	Date
Alicia Agiborge, CEO		2-19-25

Agency: Warren County Children Services

Print Name & Title	Signature	Date
Tanya Sellers, Deputy Director		2/28/25

**Additional Signatures**

Print Name & Title	Signature	Date
Tom Grossmann, President *		3/11/25

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

### Title IV-E Schedule A Rate Information

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

Run Date: 02/06/2025  
 Contract Period: 06/01/2025 - 05/31/2026

Service Description	Service ID	Person	Person ID	Maintenance Per Diem	Administration Per Diem	Case Management Per Diem	Transportation / Administration Per Diem	Transportation / Maintenance Per Diem	Other Direct Services Per Diem	Behavioral Healthcare Per Diem	Other Per Diem Cost	Total Per Diem Cost	Cost Begin Date	Cost End Date
Foster Care (30073)-FFH	373628			\$34.00	\$42.00							\$76.00	06/01/2025	05/31/2026
Treatment Foster Care - Intensive TFC-1 (30362)-Spec Needs	985643			\$41.00	\$42.00							\$83.00	06/01/2025	05/31/2026
Treatment Foster Care - Intensive TFC-3 (30414)-Spec Needs	5827663			\$49.00	\$42.00							\$91.00	06/01/2025	05/31/2026
Treatment Foster Care - Special Needs (30363)-Spec Needs	985644			\$66.00	\$42.00							\$108.00	06/01/2025	05/31/2026

**ADDENDUM 1 TO AGREEMENT FOR TITLE IV-E AGENCIES AND PROVIDERS  
FOR THE PROVISION OF CHILD PLACEMENT**

WHEREAS, the parties to the Agreement seek to amend certain terms and conditions of the Ohio Department of Job and Family Services standard Agreement for Title IV-E Agencies and Providers for the Provision of Child Placement;

NOW THEREFORE, the parties agree that the Agreement shall include the following Amendments, additional terms, and conditions that address Provider and Agency responsibilities.

**AMENDMENT #1:**

Wherever referenced herein and throughout the Agreement, the terms "Agency" or "Warren County Children Services" shall refer to the Warren County Board of County Commissioners, contracting authority for Warren County Children Services, entering into this Agreement on behalf of Warren County Children Services.

**AMENDMENT #2:**

Article V, subsection (I) shall be amended to add the following language:

3. When a strip search or cavity search is conducted.

**AMENDMENT #3:**

The following provisions shall be added to Article V of the Agreement:

AA. Any notification required pursuant to subsections (G), (H), or (I) of Article V shall require verbal contact with an Agency representative. Leaving a voicemail shall not constitute notification under these sections.

BB. Provider shall make available for immediate inspection upon request by the Agency any and all written policies and procedures for operation of the facility, including, but not limited to, policies relating to use of physical restraint; searches, including policies for strip searches, and cavity searches; and policies for medication administration.

**AMENDMENT #4:**

Article VI, subsection (H) of the Agreement shall be amended as follows:

The language that states "thirty (30) calendar days" shall be replaced with "twenty-four (24) hours, not to exceed thirty (30) calendar days."

**AMENDMENT #5:**

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

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

**AMENDMENT #6:**

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

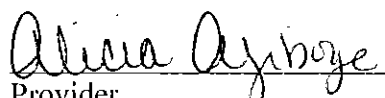
Provider agrees to timely file its Title IV-E cost report with all required items as outlined in OAC 5101:2-47-26.2 to ODJFS within 90 days of placement. If provider does not currently participate in the Title IV-E program, Provider agrees to timely file its initial Title IV-E cost report with all required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

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

**IN WITNESS WHEREOF**, the parties hereto have executed this Addendum to the Agreement by the President of the Warren County Board of Commissioners, pursuant to Resolution Number 25-0324, dated 3/11/25, and by the duly authorized \_\_\_\_\_ of Focus on Youth, Inc. [Provider].

**SIGNATURES OF PARTIES:**


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

  
\_\_\_\_\_  
Provider

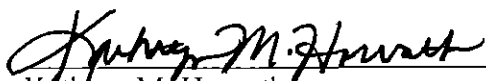
Date 3/11/25

Date 2/19/25

Reviewed by:

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

Approved as to Form:

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

AFFIDAVIT OF NON COLLUSION

STATE OF Ohio  
COUNTY OF Butler

I, Alicia Agbaye, holding the title and position of Executive Director at the firm Focus on Youth, 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.

Alicia Agbaye CEO  
AFFIANT

Subscribed and sworn to before me this 19th day of February 20 25

Penny J. Dugan  
(Notary Public),

Butler County.

My commission expires March 24 20 26



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

ACORD™

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/30/2023

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

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

<b>PRODUCER</b> The CIMA Companies, Inc. 2750 Killarney Dr, Suite 202 Woodbridge, VA 22192-4124 703 739-9300	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): 703 739-9300      FAX (A/C, No): 7037390761 E-MAIL ADDRESS: PRODUCER CUSTOMER ID #:																					
<b>INSURED</b> Focus On Youth, Inc. 8904 Brookside Ave West Chester, OH 45069	<table border="1"> <thead> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A:</td> <td>Alliance of Nonprofits for Ins</td> <td>10023</td> </tr> <tr> <td>INSURER B:</td> <td>Capitol Specialty Insurance Cor</td> <td>10328</td> </tr> <tr> <td>INSURER C:</td> <td></td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Alliance of Nonprofits for Ins	10023	INSURER B:	Capitol Specialty Insurance Cor	10328	INSURER C:			INSURER D:			INSURER E:			INSURER F:		
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INSURER D:																						
INSURER E:																						
INSURER F:																						

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR NSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		202369212	06/29/2023	06/29/2024	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$20,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMP/OP AGG \$3,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		202369212	06/29/2023	06/29/2024	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE  DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 0		202369212UMB	06/29/2023	06/29/2024	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000 \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N N/A	202369212 Ohio Stop Gap	06/29/2023	06/29/2024	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
B	Professional		HS20212479	06/29/2023	06/29/2024	\$1,000,000/\$3,000,000
B	Abuse/Molestation		HS20212479	06/29/2023	06/29/2024	\$1,000,000/\$1,000,000

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

## Verification of Coverage

## CERTIFICATE HOLDER

## CANCELLATION

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

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Laurie S. Coleman



June 7, 2024

Will Davis, Board President  
Focus on Youth, Inc.  
8904 Brookside Avenue  
West Chester, Ohio 45069

**RE: Issuance of a Full Certificate to Perform Specific Functions to: Focus on Youth, Inc.,  
8904 Brookside Ave, West Chester, Ohio 45069-3139 (Recertification Study ID#  
0000007195)**

Dear Mr. Davis:

The Ohio Department of Job and Family Services (ODJFS) is hereby issuing a full certificate to the above-named agency to perform the functions identified below, in accordance with all applicable chapters of the Ohio Administrative Code (OAC). Enclosed is a copy of the certificate that is in effect from **June 23, 2024, through June 22, 2026.**

The following functions are hereby under full certification:

- To act as a representative of ODJFS in recommending Family Foster Homes for certification.
- To act as a representative of ODJFS in recommending Treatment Foster Homes for certification.
- To participate in the placement of children in Foster Homes.
- To participate in the placement of children for Adoption.

The full certificate to perform the above listed functions extends to the agency's branch office(s) for administrative activities located at:

8878 Brookside Avenue, West Chester, Ohio 45069 Butler County



Although the ODJFS certification review showed Focus on Youth, Inc. to be in acceptable compliance with applicable OAC rules, the following noncompliance areas were cited. A Corrective Action Plan has been submitted and approved for each of the following areas:

**Review Noncompliance**

Rule	Rule Title
5101:2-5-09(P)	Personnel and Prohibited Convictions for Employment
5101:2-5-09(P)(1)	Personnel and Prohibited Convictions for Employment
5101:2-5-09(P)(3)	Personnel and Prohibited Convictions for Employment

If you have any questions, please contact Sara Faison, Agency Licensing/Certification Specialist at (937) 657-1674 or email [sara.faison@childrenandyouth.ohio.gov](mailto:sara.faison@childrenandyouth.ohio.gov).

Sincerely,

*Jeffery Van Deusen/SR*

Jeffery Van Deusen  
Office of Families and Children  
Department of Job and Family Services

cc: Alicia Ajiboye, Executive Director  
Stevie Romano, OFC  
Deirdre Grennan, OFC  
Sara Faison, OFC  
File

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

**Mike DeWine  
Governor**

**This is to Certify that**

**Focus on Youth, Inc.  
8904 Brookside Avenue  
West Chester, Ohio 45069-3139  
Recertification - S-0000007195**

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

**Functions:**

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

To participate in the placement of children in Foster Homes

To participate in the placement of children for Adoption

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

This certificate is effective from June 23, 2024, to June 22, 2026



# Resolution

Number 25-0325

Adopted Date March 11, 2025

AUTHORIZING THE PRESIDENT OF THE BOARD TO SIGN AGREEMENT FOR PSYCHOLOGICAL SERVICES WITH BIRKLEY CONSULTING ON BEHALF OF WARREN COUNTY DEPARTMENT OF EMERGENCY SERVICES

BE IT RESOLVED, to authorize the President of the Board to sign the agreement for psychological services with Birkley Consulting for psychological services consisting of wellness visits and trainings for mental health awareness for employees of Emergency Services. Copy of said agreement attached hereto and made a part hereof.

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

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

Resolution adopted this 11<sup>th</sup> day of March 2025.

BOARD OF COUNTY COMMISSIONERS

  
Ashley Watts, Deputy Clerk

cc: c/a—Birkley Consulting  
Emergency Services (file)

# **BIRKLEY**

## **TESTING • WELLNESS • TRAINING**

### **Agreement for Psychological and Consultation Services**

This Agreement for Psychological Services ("Agreement"), effective as the date of final signature below (the "Effective Date"), is entered between Birkley Consulting, LLC, ("Birkley Consulting") with office located at 1225 Birney Lane, Cincinnati OH 45230 and Warren County Department of Emergency Services ("the Client") with office located at 520 Justice Dr., Lebanon, OH 45036.

1. Birkley Consulting agrees to perform the consultation service of mandatory wellness visits. A flat rate of \$195 per 55-minute wellness visit will be charged for the consultation ("Wellness Visit"). Mandatory Wellness Visits will be provided in a private room at a facility near the Client, likely owned or operated by the Client, and/or via HIPAA-compliant video conference. These wellness visits do not constitute psychological treatment and Birkley Consulting wellness visit providers will not be documenting the content of these confidential wellness visits unless there is a legal requirement to do so, for example in the event of mandatory reporting.
  - a. Wellness visits providers include (a) owner and licensed psychologist Dr. Birkley and (b) one or more advanced psychology doctoral students, under the direct clinical and training supervision of Dr. Birkley, contracted with Birkley Consulting in partnership with their accredited doctoral program, and/or (c) licensed mental health clinicians that are contractors of Birkley Consulting that have signed a Business Associate Agreement and completed a criminal background check, education and licensure verification, and reference check. Only Birkley Consulting providers that have been approved by the Client will administer Wellness Visits to Client members and Dr. Birkley will provide a resume and brief description of the qualifications of each independent contractor for review and consideration of approval. Client will approve a/the independent contractor(s) of Birkley Consulting via executed email from Client's work email address.
2. The term of this Agreement shall commence on Effective Date and shall terminate upon one (1) year. Either party may terminate this Agreement at any time, with or without cause, upon ten (10) days prior written notice.
3. Client will reimburse Birkley Consulting for transportation costs at the current Internal Revenue Service (IRS) standard mileage rates by car directly related to the provision of Mandatory Wellness Visits at the Client's location.

4. Client should make checks payable to "Birkley Consulting" and send payment to the address above. It is understood and agreed that payment for Mandatory Wellness Visits is in no way contingent upon the outcome of a psychological evaluation or consultation service. Full payment for Mandatory Wellness Visits be due within thirty (30) days of receipt and approval by the Client of an invoice from Dr. Birkley. Client will receive regular invoices describing the services rendered including any out-of-pocket expense for transportation.
5. There is no charge for cancelled Mandatory Wellness Visits if Birkley Consulting receives notice of the cancellation forty-eight (48) hours before the scheduled appointment. There will be a \$260 charge for appointments missed or cancelled with less than forty-eight (48) hours' notice. The parties may reschedule cancelled or missed appointments up on mutual agreement.
6. Birkley Consulting provides critical incident response to several first responder agencies and is permitted to cancel (with less than 24-hour's notice) and reschedule Client Mandatory Wellness Visits at a time and date most convenient for the Client a provider with Birkley Consulting is called to immediately respond to a critical incident (i.e., active shooter, officer-involved shooting) for this Client or another agency.
7. Each party and its affiliates shall, and shall cause its respective employees, officers, directors, agents and representatives to, keep confidential and not disclose or release to any person or entity, any proprietary or other sensitive information, records, documents, agreements, reports, work product or other data disclosed to such party by the other party or its affiliates in connection with the Mandatory Wellness Visits (all of the foregoing is hereinafter referred to collectively as "Confidential Information"), other than to those persons having a need to know such Confidential Information to perform lawful services related hereto, or as otherwise required to be disclosed by law, court order, or valid subpoena. As used herein, "Confidential Information" shall not include information that (i) is or becomes generally available to the public other than as a result of a voluntary disclosure or release by a recipient party or its representatives, or (ii) was available to a recipient party on a non-confidential basis prior to the disclosure in connection with the transactions contemplated hereby, or (iii) is lawfully obtained by the recipient party from a third party under no duty of confidentiality to the disclosing party or (iv) is required to be disclosed under R.C. Section 149.43 or other applicable law. Notwithstanding anything to the contrary stated in this Agreement, this section shall survive the expiration or termination of this Agreement.
8. In the event that legal action is required to enforce any provision of this Agreement, each party agrees to be responsible for any negligent acts or negligent omissions by or through itself or its officers, employees, agents and contracted servants, and each party further agrees to defend itself and themselves and pay any judgments and costs arising out of such negligent acts or negligent omissions, and nothing in this Agreement shall impute or transfer any such responsibility from one to the other.
9. In the performance of this Agreement, it is mutually understood and agreed that Birkley Consulting is at all times acting and performing as an independent contractor with, and not as employees, agents, partners, or joint venturers of the Client. Birkley Consulting will be responsible for paying, or causing to be paid, all federal and state payroll taxes.

Neither party shall have any responsibility or liability for the acts or omissions of the other party or such party's representatives, employees or agents.

10. This Agreement may be modified or revised if at any time, or from time to time: (i) the parties mutually agree in writing to modify the Agreement; or (ii) counsel to either party advises that such modification or revision is necessary to comply with newly issued applicable laws, rules, or regulations, or a newly issued interpretation or guidance of any applicable laws, rules, or regulations. If, after good faith negotiations, the parties are unable to reach agreement as to such modification or revision, a party may terminate this Agreement without penalty if that party believes that it will not be in compliance with its obligations under such newly issued interpretation, guidance, or applicable law, rule, or regulation in the absence of such modification or revision.
11. Any notices permitted or required by this Agreement shall be sufficiently given if personally delivered or sent by registered or certified mail, postage prepaid, return receipt requested, to the other party at the address set forth below or to such other person and address as either party may designate in writing:

If to Birkley Consulting:  
Birkley Consulting, LLC  
1225 Birney Lane  
Cincinnati OH 45230  
Attn: Erica Birkley, PhD  
513-447-3223  
erica@birkleyconsulting.com

If to Client:  
Warren County Department of Emergency Services  
520 Justice Drive  
Lebanon, OH 45036  
Attn: Director Melissa Bour  
Email: Melissa.Bour@wcoh.net  
Phone: 513.695.1590

12. This Agreement may be executed in one or more counterparts. Each counterpart shall be deemed an original, but all counterparts together constitute one and the same instrument. Additionally, electronic or digital signatures shall be accepted as a valid and legally binding equivalent to a handwritten signature by a person with the intent to sign this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

Client: Warren County Department of Emergency Services

Signature: [Signature]

Name: Tom Grassmann

Title: President

Date: 3/11/25

Birkley Consulting, LLC

Signature: Erica Birkley PhD  
Erica Birkley PhD

Name: Erica Birkley, PhD

Title: Owner, Psychologist

Date: Dec 30, 2024

Erica Birkley PhD

2/24/2025

APPROVED AS TO FORM

[Signature]  
Derek B. Faulkner  
Asst. Prosecuting Attorney

**B**

# Resolution

Number 25-0326

Adopted Date March 11, 2025

ENTERING INTO AN AGREEMENT WITH RICOH USA, INC. FOR PURCHASE OF  
PRINTER-COPIER-FAX MACHINES ON BEHALF OF WARREN COUNTY  
PROSECUTOR'S OFFICE

WHEREAS, the Warren County Prosecutor's Office requires new printer-copier-fax machines because its current machines can no longer be maintained or updated; and

WHEREAS, Warren County Board of Commissioners participates in Sourcewell contracts as a participating member of the cooperative purchasing pursuant to Section 9.48 of the Ohio Revised Code; and

WHEREAS, Ricoh provides printer-copier-fax machines under a current and valid Sourcewell agreement.

NOW THEREFORE BE IT RESOLVED, to enter the Ricoh / Sourcewell contract on behalf of the Warren County Prosecutor's Office, attached below and incorporated as if fully re-written herein, and to authorize the President and/or Vice President of this Board of Commissioners to execute the contract on behalf of this Board of Commissioners.

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


Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 11<sup>th</sup> day of March 2025.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Ashley Watts, Deputy Clerk

cc: c/a—Ricoh USA, Inc.  
Prosecutor's Office (file)



**RICOH****ORDER AGREEMENT****Sales Type: CASH**

ORDER AGREEMENT CONSISTS OF THIS PAGE AND THE TERMS AND CONDITIONS ATTACHED

**EQUIPMENT BILL TO INFORMATION****Customer Legal Name:** County of Warren**Address Line 1:** 520 JUSTICE DR**Contact:** Michelle Buck**Address Line 2:****Phone:** (513) 695-1780**City:** LEBANON**E-mail:** Michelle.Buck@warrencountyohio.gov**ST/Zip:** OH/45036-2361**County:** WARREN**Fax:**

	PO Included PO#
Yes	Sales Tax Exempt (Attach Valid Exemption Certificate)
	Syndication
	PS Service (Subject to and governed by additional Terms and Conditions)
	IT Service (Subject to and governed by additional Terms and Conditions)

	TS PO# (if applicable)
	Add to Existing Service Contract #
Yes	Fixed Rate Service Term <u>12 Months</u>
	Annual Escalation (after initial Fixed term) 7%

**SERVICE INFORMATION****SERVICE BILL TO INFORMATION****Customer Legal Name:** County of Warren**Address Line 1:** 520 JUSTICE DR**Contact:** Michelle Buck**Address Line 2:****Phone:** (513) 695-1780**City:** LEBANON**E-mail:** Michelle.Buck@warrencountyohio.gov**ST/Zip:** OH /45036-2393**County:** WARREN**Fax:**

Service Term (Months)	Base Billing Frequency	Overage Billing Frequency	Service Type
12 Months	QUARTERLY	QUARTERLY	GOLD

**SHIP TO / PRODUCT INFORMATION**

Product Description	QTY	Service Level	11 x 17	B/W Allowance QUARTERLY	B/W Ovg	Color Allowance QUARTERLY	Color Ovg	Service Base QUARTERLY	Sell Price	Ext.Sell Price	Ship To / Equipment Address Contact Info
RICOH IM6000 CONFIGURABLE PTO MODEL	1	GOLD	Double Click	0	.0075	0	0	\$0.00	\$7,650.00	\$7,650.00	520 JUSTICE DR LEBANON OH 45036-2361 US Michelle Buck (513) 695-1780 Michelle.Buck@warrencountyohio.gov
RICOH IM350F CONFIGURABLE PTO MODEL	1	SILVER	Double Click	0	.0075	0	0	\$0.00	\$1,500.00	\$1,500.00	520 JUSTICE DR LEBANON OH 45036-2361 US Michelle Buck (513) 695-1780 Michelle.Buck@warrencountyohio.gov

**RICOH**

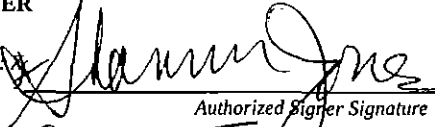
RICOH IMC6010 CONFIGURABLE PTO MODEL	1	GOLD	Double Click	0	.0055	0	.023	\$0.00	\$8,740.00	\$8,740.00	520 JUSTICE DR LEBANON OH 45036-2361 US Michelle Buck (513) 695-1780 Michelle.Buck@warrenco untyohio.gov
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**BASIC CONNECTIVITY / PS / IT SERVICES INFORMATION**

BASIC CONNECTIVITY / PS / IT Services Description	QTY	Sell Price	Ext.Sell Price
TS NETWORK & SCAN CONNECT - SEG4	1	\$40.11	\$40.11
TS NETWORK & SCAN - SEG BC4	1	\$40.11	\$40.11

**ORDER TOTALS**

<b>Service Type Offerings:</b>	<b>Product Total:</b>	\$17,890.00
<b>Gold:</b> Includes all supplies and staples. Excludes paper.	<b>BASIC CONNECTIVITY / PS / IT Services :</b>	\$80.22
<b>Silver:</b> Includes all supplies. Excludes paper and staples.	<b>BuyOut After Promotions:</b>	\$0.00
<b>Bronze:</b> Parts and labor only. Excludes paper, staples and supplies.		
<b>Additional Provisions:</b> <i>Insert ANY additional provisions here</i>	<b>Grand Total: (Excludes Tax)</b>	\$17,970.22

<b>CUSTOMER</b>  By: <u></u> Authorized Signer Signature Printed Name: <u>Shannen Jones</u> Title: <u>Vice President</u> Date: <u>3/11/25</u>	Accepted: Ricoh USA, Inc.  By: <u>see following page</u> Authorized Signer Signature Printed Name: _____ Title: _____ Date: _____
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**APPROVED AS TO FORM**

**Adam M. Nice**  
**Asst. Prosecuting Attorney**

# RICOH

RICOH IMC6010 CONFIGURABLE PTO MODEL	1	GOLD	Double Click	0	.0055	0	.023	\$0.00	\$8,740.00	\$0,740.00	520 JUSTICE DR LEBANON OH 45036-2361 US Michelle Buck (513) 695-1780 Michelle.Buck@warrenco untyohio.gov
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BASIC CONNECTIVITY / PS / IT SERVICES INFORMATION			
BASIC CONNECTIVITY / PS / IT Services Description	QTY	Sell Price	Ext. Sell Price
TS NETWORK & SCAN CONNECT - SEG4	1	\$40.11	\$40.11
TS NETWORK & SCAN - SEG BC4	1	\$40.11	\$40.11

ORDER TOTALS		
Service Type Offerings:	Product Total:	\$17,890.00
Gold: Includes all supplies and staples. Excludes paper. Silver: Includes all supplies. Excludes paper and staples. Bronze: Parts and labor only. Excludes paper, staples and supplies.	BASIC CONNECTIVITY / PS / IT Services:	\$80.22
	Buy Out After Promotions:	\$0.00
Additional Provisions: Insert ANY additional provisions here	Grand Total: (Excludes Tax)	\$17,970.22

<b>CUSTOMER</b>  By: X <u>See previous page</u> <i>Authorized Signer Signature</i>  Printed Name: _____  Title: _____ Date: _____	Accepted: Ricoh USA, Inc.  By: <u>Scott Meyer</u> <i>Authorized Signer Signature</i>  Printed Name: <u>SCOTT MEYER</u>  Title: <u>REG. VP SALES</u> Date: <u>2-07-2025</u>
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APPROVED AS TO FORM

Adam M. Nice  
Adam M. Nice  
Asst. Prosecuting Attorney



## Sales and Use Tax Blanket Exemption Certificate

The purchaser hereby claims exception or exemption on all purchases of tangible personal property and selected services made under this certificate from:

Ricoh USA, Inc.

(Vendor's name)

and certifies that the claim is based upon the purchaser's proposed use of the items or services, the activity of the purchase, or both, as shown hereon:

Goods and/or services will be used by Warren County, a local county government in the State of Ohio which is exempt from sales and use tax by law.

Federal Tax ID #  
31-60000-58W



***Purchaser must state a valid reason for claiming exception or exemption.***

Warren County

Purchaser's name

County Government

Purchaser's type of business

406 Justice Drive

Street address

Lebanon, Ohio 45036

City, state, ZIP code

*Matt Nolan*

County Auditor

Signature

Title

02/27/2025

Date signed

N/A

Vendor's license number, if any

Vendors of motor vehicles, titled watercraft and titled outboard motors may use this certificate to purchase these items under the "resale" exception. Otherwise, purchaser must comply with either rule 5703-9-10 or 5703-9-25 of the Administrative Code. This certificate cannot be used by construction contractors to purchase material for incorporation into real property under an exempt construction contract. Construction contractors must comply with rule 5703-9-14 of the Administrative Code.



## MASTER MAINTENANCE & SALE AGREEMENT

CUSTOMER INFORMATION					
Full Legal Name	County of Warren				
Address	520 Justice Dr				
City	Lebanon	State	OH	Zip Code	45036-2361

This Sourcewell Master Maintenance & Sale Agreement ("Agreement") sets forth the specific terms and conditions under which Ricoh USA, Inc. ("RicoH") agrees to sell the specific equipment, software, and/or hardware ("Products") and/or provide the services ("Services") identified on an Order (defined below). This Agreement is executed pursuant to the contract by and between Ricoh and Sourcewell, a State of Minnesota local government agency and service cooperative, having an agreement number 030321-RCH. In order to obtain Products and/or Services from Ricoh hereunder, Customer will either: (i) execute an order form (in a form to be provided and executed by Ricoh) referencing this Agreement; or (ii) issue a purchase order to Ricoh (each, an "Order"). Either party may terminate this Agreement at any time upon prior written notice to the other. Termination of this Agreement shall not, however, alter or otherwise modify the rights or obligations of the parties with respect to any Order placed and accepted prior to such termination. Each Order is separately enforceable as a complete and independent binding agreement, independent of all other Orders, if any.

### **Terms applicable to Service transactions only:**

1. **Services.** (a) Each Order for Services must identify the specific Services to be performed, including, if applicable, the equipment to be serviced (the "Serviced Products"), the Term (defined in Section 3) of the Service engagement, the location at which Services shall be performed and the applicable Service Charges (defined in Section 4) for such Order. Ricoh will not be responsible to provide Services for Serviced Products in the event the Term and location(s) are not identified on the Order accepted by Ricoh.

(b) For maintenance and repair Services, Ricoh will repair or replace in accordance with the terms and conditions of this Agreement and the manufacturer's specifications, any part of the Serviced Products that becomes unserviceable due to normal usage (other than consumable supplies). Replacement parts will be furnished on an exchange basis and will be new, reconditioned or used. All parts removed due to replacement will become the property of Ricoh.

(c) The maintenance and repair Services provided by Ricoh under an Order will not include the following: (i) repairs resulting from misuse (including without limitation improper voltage or the use of supplies that do not conform to the manufacturer's specifications) or the failure to provide, or the failure of, adequate electrical power, air conditioning or humidity control; (ii) repairs made necessary by service performed by persons other than Ricoh representatives; (iii) unless covered under an extended hour service contract, service calls or work which Customer requests to be performed outside of Normal Business Hours (defined below) and Service calls or work which Customer requests to be performed on Ricoh Holidays (defined below); (iv) removable cassette, copy cabinet, exit trays, or any item not related to the mechanical or electrical operation of the Serviced Products; (v) consumable supplies such as paper, staples, clear toner and white toner, unless expressly provided for in the applicable Order; (vi) repairs, service calls and/or connectivity of attachments not purchased from Ricoh; (vii) any software, system support or related connectivity unless specified in writing by Ricoh; (viii) parts no longer available from the applicable manufacturer; (ix) electrical work external to the Serviced Products, including problems resulting from overloaded or improper circuits; (x) installation or de-installation and/or movement of the Serviced Products from one location to another unless specified in writing by Ricoh; (xi) repairs of damage or increase in service time caused by force majeure events; (xii) reconditioning and similar major overhauls of Serviced Products; (xiii) any obligation to remove, delete, preserve, maintain or otherwise safeguard any information, images or content retained by or resident in any Serviced Products, whether through a digital storage device, hard drive or other electronic medium ("Data Management Services"), unless Customer engages Ricoh to perform such Data Management Services at then-prevailing rates pursuant to an Order for such purpose; and (xiv) engineering changes which provide additional capabilities to the Ricoh Equipment (defined in Section 13) covered herein unless made at Customer's request and paid at Ricoh's applicable time and material rates then in effect. Damage to Serviced Products or parts arising from causes beyond the control of Ricoh are not covered by this Agreement. Ricoh may terminate its Service obligations under any Order for Serviced Products that have been modified, damaged, altered or serviced by personnel other than those employed by Ricoh.

2. **Service Calls.** Unless otherwise specified in an Order, service calls will be made during 9:00am – 5:00pm local service time, Monday through Friday ("Normal Business Hours") at the installation address shown on the applicable Order. Service does not include coverage on Ricoh holidays, which include New Year's Day, Memorial Day, 4<sup>th</sup> of July, Labor Day, Thanksgiving, the day after Thanksgiving and Christmas Day (collectively, "RicoH Holidays"). Travel and labor-time for the service calls after Normal Business Hours, on weekends and on RicoH Holidays, if and when available and only in the event and to the extent that Ricoh agrees to provide such non-standard coverage, will be charged at overtime rates in effect at the time the service call is made. While on-site at any Customer location, Ricoh personnel shall comply with Customer's reasonable policies pertaining to access, security and use of Customer sites and systems, provided that such policies are provided to Ricoh in advance and in writing and do not conflict with the terms and conditions of this Agreement.

3. **Term; Early Termination.** Each Order shall become effective on the delivery and Customer acceptance of the Equipment and/or solution and shall continue for the term specified therein (the "Initial Term") so long as no ongoing default exists on Customer's part. At the expiration of the Initial Term or any renewal term, unless Customer provides written notice of its intention not to renew within thirty (30) days of the expiration of the Initial Term or any renewal term, the Order shall automatically renew on a month-to-month basis (any such renewal period together with the Initial Term, the "Term"). Customer may terminate any Order under this Agreement for convenience prior to expiration of its Term so long as Customer is not then in default and provides Ricoh at least thirty (30) days prior written notice.

4. **Service Charges.** (a) Service charges ("Service Charges") will be set forth on an Order. Service Charges will not include any charges for repairs or Service that are otherwise covered by the applicable manufacturer's limited warranty during the period covered by any such warranty, to the extent Ricoh has agreed with such manufacturer not to charge a customer for any such charges. Customer acknowledges and agrees that: (i) alterations, attachments, specification changes, or use by Customer of sub-standard supplies that cause excessive service calls may require an increase in Service Charges; (ii) the transfer of the Serviced Products from the location indicated on the applicable Order may result in an increase of Service Charges or the termination of the Order; and (iii) to

the extent that Customer requests that Ricoh registers with a third-party vendor prequalification service and Ricoh agrees to register, Customer will be charged for Ricoh's registration and any other related fees for registering with such service and this Agreement shall be the only terms and conditions to govern such registration and service. Customer shall be responsible for any costs related to freight (including fuel surcharges, which may be imposed from time to time), postage/airmail expense (meter rentals) and/or administrative and processing fees and, to the extent Ricoh pays such costs, Customer shall immediately reimburse Ricoh.

(b) Unless otherwise specified in an Order, Service Charges are based on standard 8.5x11 images. Ricoh reserves the right to assess additional images charges for non-standard images, including 11x17 images. Customer acknowledges that pricing is based on the prevailing rates at the time of the Order. Unless otherwise expressly agreed to in writing, if the Services extend beyond the Term of the Order, the Service Charges and any rate expressly set forth in the Order may be increased by Ricoh up to ten percent (10%) of the then-current Service Charges and rates annually for each year beyond the Term of the Order, and Customer expressly consents to such adjustment without additional notice.

5. **Use of Recommended Supplies; Meter Readings.** (a) It is not a condition of this Agreement that Customer use only Ricoh-provided supplies. If Customer uses other than manufacturer-recommended supplies, including paper, developer, toner, and fuser oil, and if such supplies are defective or not acceptable for use on the Serviced Products or cause abnormally frequent service calls or service problems, then Ricoh may, at its option, assess a surcharge or terminate the applicable Order with respect to such Serviced Products. If so terminated, Customer will be offered Service on a "per call" basis at Ricoh's then-prevailing time and material rates. If Ricoh determines that Customer has used more Ricoh-provided supplies than the manufacturer's recommended specifications, then Customer will pay reasonable charges for those excess supplies and/or Ricoh may refuse Customer additional supply shipments.

(b) Customer is required to provide Ricoh actual and accurate meter readings in accordance with the billing schedule set forth on an Order. Ricoh may, at its discretion and dependent upon Serviced Product capabilities, collect remote meter readings and utilize equipment monitoring services using automatic meter reading solutions ("AMR"). This may allow for automated meter reading and submission, automatic placement of low toner alerts, automatic placement of service calls in the event of a critical Serviced Product failure and may enable firmware upgrades. The meter count and other information collected by AMR ("Data") is sent via the internet to remote servers some of which may be located outside the U.S. AMR cannot and does not collect Customer document content. Ricoh uses reasonably available technology to maintain the security of the Data; however, Customer acknowledges that no one can guaranty security of information maintained on computers and on the internet. Ricoh retains full rights to the Data (but not Customer documents or information), which it or its authorized third parties may use to service the Serviced Products. Ricoh may also use the Data for its normal business purposes including product development and marketing research, however, the Data will not be provided to any non-Ricoh third party in a form that personally identifies the Customer. Ricoh may dispose of the Data at any time and without notice. AMR technology is the confidential and proprietary information of Ricoh and/or its licensors protected by copyright, trade secret and other laws and treaties. Ricoh retains full title, ownership and all intellectual property rights in and to AMR.

(c) If an actual and accurate meter reading is not supplied to Ricoh in accordance with the billing schedule set forth on an Order, Ricoh may calculate an estimated meter reading from previous meter readings and Customer agrees to pay Service Charges based on such calculated estimate. Appropriate adjustments will be made by Ricoh in a subsequent billing cycle following Customer providing actual and accurate meter readings. If Ricoh contacts Customer to obtain a meter reading, then Ricoh may assess an administrative fee in an amount equal to fifteen dollars (\$15.00) per meter reading collected per billing period for the time and expense associated with meter collection activity in addition to the Service Charges. If Ricoh visits Customer location to obtain a meter reading, Ricoh may assess a fee according to the hourly service charge rate.

6. **Connectivity and Professional Services.** Customer may acquire connectivity, IT and professional services from Ricoh ("Professional Services") by executing and delivering to Ricoh an Order setting forth the specific services to be provided. Ricoh shall provide the Professional Services at Customer's location(s) or on a remote basis as set forth in the Order. Customer shall provide Ricoh with such access to its facilities, networks and systems as may be reasonably necessary for Ricoh to perform the Professional Services. Customer acknowledges that Ricoh's performance of the Professional Services is dependent upon Customer's timely and effective performance of its responsibilities as set forth in the Order. Estimated delivery and/or service schedules contained in any Order are non-binding estimates. Intellectual property rights, if any, arising from the Professional Services provided under any Order shall remain the property of Ricoh. Unless connectivity Services are specifically identified in the Order as part of the Services to be performed by Ricoh, Ricoh shall have no obligation to perform and no responsibility for the connection of any hardware or software to any Customer network or system.

7. **Customer Obligations.** Customer agrees to provide a proper place for the use of the Serviced Products, including but not limited to, electric service, as specified by the manufacturer. Customer will provide adequate facilities (at no charge) for use by Ricoh representatives in connection with the Service of the Serviced Products hereunder within a reasonable distance of the Serviced Products. Customer agrees to provide such access to its facilities, networks and systems as may be reasonably necessary for Ricoh to perform its Services, including but not limited to "360 degree" service access to the Serviced Products. Customer will provide a key operator for the Serviced Products and will make operators available for instruction in use and care of the Serviced Products. Unless otherwise agreed upon by Ricoh in writing or designated in the applicable Order, all supplies for use with the Serviced Products will be provided by Customer and will be available "on site" for servicing. Customer agrees that (i) any equipment not serviced by Ricoh which utilizes identical supplies to the Serviced Products must be covered under a separate inclusive non-Ricoh service program; and (ii) any Serviced Products under one Ricoh Service Level may not utilize any supplies provided to other Serviced Products with a different Ricoh Service Level (i.e., no sharing of supplies across different Ricoh Service Levels).

8. **Insurance.** Each party certifies that it maintains, through self-insurance or otherwise, reasonable amounts of general liability, auto and personal property insurance, and workers' compensation insurance in the amount required by law, and that such insurance will remain in effect during the Term of an Order. Such insurance shall be primary and non-contributory. Limits provided may not be construed to limit liability. Failure to maintain adequate insurance does not relieve liability under this Agreement.

9. **Indemnification.** Reserved.

**Terms applicable to Product sale transactions only:**

10. **Order; Delivery and Acceptance.** Each Order for Products must identify the Products, the Product delivery location and the applicable Product charges. Ricoh will not be obligated to sell or deliver Products where such information is not provided in the applicable Order. Customer shall be responsible for all installation, transportation and rigging expenses. Customer agrees to confirm delivery of all Products covered by each Order when the same is delivered by signing a delivery and acceptance certificate or written delivery acknowledgement. Payment for accepted purchased Products will be due and payable in accordance with this Agreement and shall not be contingent on installation of software or performance of Professional Services. Orders shall not be cancelable

by Customer following acceptance by Ricoh. Ricoh reserves the right to make Product deliveries in installments. All such installments shall be separately invoiced and paid for when due, without regard to subsequent deliveries. Delay in delivery of any installment shall not relieve Customer of its obligation to accept remaining installments and remit payments as invoiced by Ricoh. Ricoh reserves the right at any time to revoke any credit extended to Customer because of Customer's failure to pay for any Products when due or for any other credit reason.

11. **Title; Risk of Loss.** Unless otherwise agreed upon by both parties in writing, Products are deemed delivered and title passes to Customer: (i) upon delivery by Ricoh to common carrier; or (ii) in the case of an arranged delivery by a local Ricoh installation vehicle, upon delivery by such vehicle to Customer shipping point. Upon delivery in either case, Customer assumes all risk of theft, loss or damage to the Products, no matter how occasioned.

12. **Returns; Damaged Products.** No Products may be returned without Ricoh's prior written consent. Only consumable goods invoiced within sixty (60) days will be considered for return. On authorized returns, Customer agrees to pay a restocking charge equivalent to thirty percent (30%) of the purchase price. Products returned without written authorization from Ricoh may not be accepted by Ricoh and is the sole responsibility of Customer. All nonsaleable merchandise (that has been opened or partially used) will be deducted from any credit due to Customer. All claims for damaged Products or delay in delivery shall be deemed waived unless made in writing and delivered to Ricoh within five (5) days after receipt of Products.

#### **Terms applicable to all transactions:**

13. **Warranty.** Ricoh agrees to perform its Services in a professional manner, consistent with applicable industry standards. Ricoh will re-perform any Services not in compliance with this warranty and brought to Ricoh's attention in writing within a reasonable time, but in no event more than thirty (30) days after such Services are performed, which shall be an exclusive remedy for such non-compliance. For any Products manufactured by Ricoh ("RicoH Equipment"), Ricoh further warrants that, at the time of delivery and for a period of ninety (90) days thereafter the RicoH Equipment will be in good working order and will be free from any defects in material and workmanship. Ricoh's obligations under this warranty are limited solely to the repair or replacement (at Ricoh's option) of parts proven to be defective upon inspection. The foregoing warranty shall not apply if (a) the RicoH Equipment is installed, wired, modified, altered, moved or serviced by anyone other than Ricoh, (b) the RicoH Equipment is installed, stored and utilized and/or maintained in a manner not consistent with Ricoh specifications, (c) a defective or improper non-Ricoh accessory or supply or part is attached to or used in the RicoH Equipment, or (d) the RicoH Equipment is relocated to any place where Ricoh services are not available. CUSTOMER ACKNOWLEDGES THAT THE LIMITED WARRANTY CONTAINED HEREIN DOES NOT ASSURE UNINTERRUPTED OPERATION AND USE OF THE RICOH EQUIPMENT. In connection with any other Product sale, Ricoh shall transfer to Customer any Product warranties made by the applicable Product manufacturer, to the extent transferable and without recourse, and Ricoh makes no additional warranty or guaranty with respect to any such third-party Products. Physical or electronic copies of any applicable Product warranty will be delivered by Ricoh to Customer only upon Customer's specific written request. Customer agrees to comply with any applicable license agreement or license terms relating to intangible property or associated services included in any Serviced Products or Products, such as software licenses and/or prepaid data base subscription rights ("Software License"), whether pursuant to written, click-through, shrink-wrap or other agreements for such purpose, with the licensor of the software ("Software Supplier"). Ricoh has no right, title or interest in any third-party software. Customer is solely responsible for entering into Software Licenses with the applicable Software Supplier and acknowledges that its rights and obligations with respect to such software as well as those of the Software Supplier are solely as set forth in such Software Licenses. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, RICOH DISCLAIMS ALL WARRANTIES AND REPRESENTATIONS, EXPRESS OR IMPLIED, OF ANY NATURE WHATSOEVER, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR USE, OR FITNESS FOR A PARTICULAR PURPOSE.

14. **Limitations.** IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR INDIRECT DAMAGES, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT FOR CUSTOMER'S PAYMENT OBLIGATIONS HEREIN AND ANY LIABILITY RESULTING FROM THE INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 9 HEREIN, THE AMOUNT OF ANY DIRECT LIABILITY OF A PARTY TO THE OTHER OR ANY THIRD-PARTY, FOR ONE OR MORE CLAIMS ARISING FROM OR RELATING TO THIS AGREEMENT, SHALL NOT EXCEED, IN THE AGGREGATE, THE AMOUNT PAID TO RICOH FOR THE PERFORMANCE OF SERVICES UNDER THIS AGREEMENT DURING THE SIX-MONTH PERIOD PRECEDING THE DATE ON WHICH THE CLAIM AROSE. IN NO EVENT SHALL RICOH BE LIABLE TO CUSTOMER FOR ANY DAMAGES RESULTING FROM OR RELATED TO ANY FAILURE OF ANY SOFTWARE PROVIDED HEREUNDER, INCLUDING, BUT NOT LIMITED TO, LOSS OF DATA, OR DELAY OF DELIVERY OF SERVICES UNDER THIS AGREEMENT. RICOH ASSUMES NO OBLIGATION TO PROVIDE OR INSTALL ANY ANTI-VIRUS OR SIMILAR SOFTWARE AND THE SCOPE OF SERVICES CONTEMPLATED HEREBY DOES NOT INCLUDE ANY SUCH SERVICES.

15. **Payment; Taxes.** Payment terms are net thirty (30) days. If invoices are unpaid and overdue, Customer agrees to pay Ricoh a late charge of one and one-half percent (1.5%) per month on any unpaid amounts or the maximum allowed by law, whichever is less, and in addition shall pay Ricoh all costs and expenses of collection, or in the enforcement of Ricoh's rights hereunder, including, but not limited to, reasonable internal and external legal costs, whether or not suit is brought. Ricoh has no obligation to use Customer's invoicing or billing portals, processes, methods or invoicing formats specific to Customer billing requirements. All remedies hereunder or at law are cumulative. Except to the extent of any applicable and validated exemption, Customer agrees to pay any applicable taxes that are levied on or payable as a result of the use, sale, possession or ownership of the Products and/or Services covered hereunder, other than income taxes of Ricoh.

16. **Default.** In addition to any other rights or remedies which either party may have under this Agreement or at law or equity, either party shall have the right to cancel the applicable Services specified in an Order made pursuant to this Agreement immediately: (i) if the other party fails to pay any fees or charges or any other payments required under the Order when due and payable, and such failure continues for a period of ten (10) days after being notified in writing of such failure; or (ii) if the other party fails to perform or observe any other material covenant or condition of this Agreement as incorporated into the Order, and such failure or breach shall continue un-remedied for a period of thirty (30) days after such party is notified in writing of such failure or breach; or (iii) if the other party becomes insolvent, dissolves, or assigns its assets for the benefit of its creditors, or files or has filed against it any bankruptcy or reorganization proceeding. Failure to permit Ricoh to repair or replace the Serviced Products shall constitute a material breach of this Agreement and excuse Ricoh from any and all future performance hereunder. Except as expressly permitted by this Agreement, no refund or credit will be given for any early termination of this Agreement or any Order. If Customer defaults in its obligations hereunder, Ricoh may, in addition to any other remedies available at law or equity, require Customer to immediately pay to Ricoh all past due payments under all Orders.

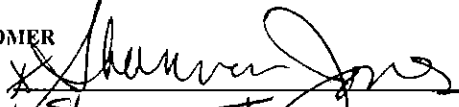
17. **Non-Solicitation: Independent Contractors.** Customer agrees that during the Term of any Order and for a period of one (1) year after termination or expiration of the last Order to be executed hereunder, it shall not directly or indirectly solicit, hire, or otherwise retain as an employee or independent contractor any employee of Ricoh that is or was involved with or part of the Services. The relationship of the parties is that of independent contractors.

18. **Assignment: Force Majeure.** Customer shall neither assign any right or interest arising under this Agreement nor delegate any obligations hereunder, whether voluntarily or by process of law, without the prior written consent of Ricoh. Any such attempted assignment or delegation shall be void. Ricoh shall not be liable for failure to deliver or delays in delivery of Products or Services occasioned by causes beyond Ricoh's control, including without limitation, strikes, lockout, fires, embargoes, war or other outbreak of hostilities, inability to obtain materials or shipping space, receipt of orders in excess of Ricoh's or its supplier's then-scheduled production capacity, machinery breakdowns, delays of carrier or suppliers, governmental acts and regulations, unavailability of Services, personnel or materials or other causes beyond Ricoh's control.

19. **Electronic Signatures.** Each party agrees that electronic signatures of the parties on this Agreement and any Order will have the same force and effect as manual signatures.

20. **Governing Law: Entire Agreement.** This Agreement shall be governed by and construed and interpreted in accordance with the laws of the State where the Customer's principal place of business is located both as to interpretation and performance, without regard to its choice of law requirements. The Uniform Computer Information Transactions Act shall not apply to this Agreement. This Agreement constitutes the entire agreement between the parties relating to the subject matter contained in this Agreement, supersedes all proposals, oral and written, and all other communications between the parties relating to the Products and Services and may not be amended except in writing and signed by an officer or authorized representative of both parties. Customer agrees and acknowledges that it has not relied on any representation, warranty or provision not explicitly contained in this Agreement, whether in writing, electronically communicated or in oral form. Any and all representations, promises, warranties, or statements by any Ricoh agent, employee or representative, including but not limited to, statements or representations made in sales presentations or sales proposals that differ in any way from the terms of this Agreement shall be given no force or effect. In the event of any conflict or inconsistency between the terms and conditions set forth in this Agreement and those contained in any Order, the terms and conditions of the Order shall control; provided, however, purchase orders issued to Ricoh for Products and/or Services, even if they do not expressly reference or incorporate this Agreement, shall: (i) be subject to this Agreement; (ii) serve only to identify the Products and/or Services (along with pricing and quantities) ordered; and (iii) not be deemed to alter or otherwise modify the terms and conditions of this Agreement. The delay or failure of either party to enforce at any time any of the provisions of this Agreement shall in no way be construed to be a waiver of such provision or affect the right of such party thereafter to enforce each and every provision of this Agreement. If any provision of this Agreement is held to be invalid or unenforceable, this Agreement shall be construed as though it did not contain the particular provision held to be invalid or unenforceable. Ricoh may accept any Order under this Agreement by either its signature or by commencing performance (e.g. Product delivery, initiating Services, etc.). Ricoh may accept or reject any order in the exercise of its discretion and may rely upon each order submitted by Customer as a binding commitment. No local, general or trade custom or usage or course of prior dealings between the parties shall be relevant to supplement or explain any term used herein. Ricoh shall comply with all applicable laws in its performance under this Agreement in delivering Products and Services. This Agreement may be executed in one or more counterparts which, taken together, shall constitute one and the same original document. Any notices required under this Agreement should be sent to: Ricoh USA, Inc., 3920 Arkwright Road Macon, GA 31210 Attn: Quality Assurance.

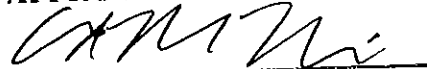
CUSTOMER

By:   
Name: Shannon Jones  
Title: Vice President  
Date: 3/11/25

RICOH USA, INC.

By: See following page  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

APPROVED AS TO FORM



Adam M. Nice  
Asst. Prosecuting Attorney



17. Non-Solicitation Independent Contractors. Customer agrees that during the Term of any Order and for a period of one (1) year after termination or expiration of the last Order to be executed hereunder, it shall not directly or indirectly solicit, hire, or otherwise retain as an employee or independent contractor any employee of Ricoh that is or was involved with or part of the Services. The relationship of the parties is that of independent contractors.

18. Assignment Force Majeure. Customer shall neither assign any right or interest arising under this Agreement nor delegate any obligations hereunder, whether voluntarily or by process of law, without the prior written consent of Ricoh. Any such attempted assignment or delegation shall be void. Ricoh shall not be liable for failure to deliver or delays in delivery of Products or Services occasioned by causes beyond Ricoh's control, including without limitation, strikes, lockout, fires, embargoes, war or other outbreak of hostilities, inability to obtain materials or shipping space, receipt of orders in excess of Ricoh's or its supplier's then-scheduled production capacity, machinery breakdowns, delays of carrier or suppliers, governmental acts and regulations, unavailability of Services, personnel or materials or other causes beyond Ricoh's control.

19. Electronic Signatures. Each party agrees that electronic signatures of the parties on this Agreement and any Order will have the same force and effect as manual signatures.

20. Governing Law; Entire Agreement. This Agreement shall be governed by and construed and interpreted in accordance with the laws of the State where the Customer's principal place of business is located both as to interpretation and performance, without regard to its choice of law requirements. The Uniform Computer Information Transactions Act shall not apply to this Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter contained in this Agreement, supercedes all proposals, oral and written, and all other communications between the parties relating to the Products and Services and may not be amended except in writing and signed by an officer or authorized representative of both parties. Customer agrees and acknowledges that it has not relied on any representation, warranty or provision not explicitly contained in this Agreement, whether in writing, electronically communicated or in oral form. Any and all representations, promises, warranties, or statements by any Ricoh agent, employee or representative, including but not limited to, statements or representations made in sales presentations or sales proposals that differ in any way from the terms of this Agreement shall be given no force or effect. In the event of any conflict or inconsistency between the terms and conditions set forth in this Agreement and those contained in any Order, the terms and conditions of the Order shall control; provided, however, purchase orders issued to Ricoh for Products and/or Services, even if they do not expressly reference or incorporate this Agreement, shall: (i) be subject to this Agreement; (ii) serve only to identify the Products and/or Services (along with pricing and quantities) ordered; and (iii) not be deemed to alter or otherwise modify the terms and conditions of this Agreement. The delay or failure of either party to enforce at any time any of the provisions of this Agreement shall in no way be construed to be a waiver of such provision or affect the right of such party thereafter to enforce each and every provision of this Agreement. If any provision of this Agreement is held to be invalid or unenforceable, this Agreement shall be construed as though it did not contain the particular provision held to be invalid or unenforceable. Ricoh may accept any Order under this Agreement by either its signature or by commencing performance (e.g. Product delivery, initiating Services, etc.). Ricoh may accept or reject any order in the exercise of its discretion and may rely upon each order submitted by Customer as a binding commitment. No local, general or trade custom or usage or course of prior dealings between the parties shall be relevant to supplement or explain any term used herein. Ricoh shall comply with all applicable laws in its performance under this Agreement in delivering Products and Services. This Agreement may be executed in one or more counterparts which, taken together, shall constitute one and the same original document. Any notices required under this Agreement should be sent to: Ricoh USA, Inc., 3920 Arkwright Road Macon, GA 31210 Attn: Quality Assurance.

**CUSTOMER**

By: See previous page  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**RICOH USA, INC.**

By: [Signature]  
Name: SCOTT MEYER  
Title: REG. VP DIRECT SALES  
Date: 3-07-2025

APPROVED AS TO FORM

[Signature]

Adam M. Nice  
Asst. Prosecuting Attorney

# Resolution

Number 25-0327

Adopted Date March 11, 2025

AUTHORIZING THE PRESIDENT OF THE BOARD TO SIGN KEY RELEASE AND TERMS OF USE AGREEMENT WITH THE STATE OF OHIO, DEPARTMENT OF ADMINISTRATIVE SERVICES ON BEHALF OF WARREN COUNTY TELECOMMUNICATIONS RELATIVE TO THE MARCS MOBILE VOICE DELIVERY SYSTEM ADVANCED SYSTEM KEY

BE IT RESOLVED, to authorize the President of the Board to sign the Key Release and Terms of Use Agreement with the State of Ohio, Department of Administrative Services on behalf of Warren County Telecommunications, as attached hereto and made a part hereof.

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


Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 11<sup>th</sup> day of March 2025.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Ashley Watts, Deputy Clerk

cc: c/a—State of Ohio – Department of Administrative Services  
Telecom (file)



Mike DeWine, Governor  
Jon Husted, Lt. Governor

Department of  
Administrative Services

Kathleen C. Madden, Director

KEY RELEASE  
AND  
TERMS OF USE

To: Warren County Telecommunications  
500 Justice Dr  
Lebanon, OH 45036  
From: Kathleen C. Madden, Director; Ohio Department of Administrative Services  
Date: February 18, 2025  
Re: MARCS Mobile Voice Delivery System Advanced System Key

By its signature below **Warren County Telecommunications, 500 Justice Dr, Lebanon, OH 45036** ("Recipient"), represented by **Gary Estes** ("Point of Contact"), acknowledges receipt of the following Ohio Multi-Agency Radio Communication System (MARCS) Mobile Voice Delivery System (MVDS) Advanced System Keys (ASK):

Dongle(s);

X E F Johnson – ESK Daughter Key

X Programming key(s) 1

☐ Cloning Only key(s) \_\_\_\_\_

☐ Harris – Advanced Access Control (AAC) – Distribution Key

☐ Programming key(s) \_\_\_\_\_

☐ Cloning Only key(s) \_\_\_\_\_

☐ Kenwood – Advance System Key – Access Level

☐ Programming key(s) \_\_\_\_\_

☐ Cloning Only key(s) \_\_\_\_\_

X Motorola – Advanced System Key - Daughter Key

X Programming key(s) 1

X Cloning Only key(s) 2

☐ RELM – Advanced System Key – Child Key

☐ Programming key(s) \_\_\_\_\_

☐ Cloning Only key(s) \_\_\_\_\_

☐ TAIT – Advanced System Key – Pass Key

☐ Programming key(s) \_\_\_\_\_

☐ Cloning Only key(s) \_\_\_\_\_

Specific information for each MVDS Programming Keys, including serial numbers and expiration dates, are contained in Exhibit A, attached upon completion of programming and signature receipt of the agency.

#### TERMS OF USE:

Recipient acknowledges the security of the MARCS MVDS ASK is critical to the integrity, functionality and security of the Ohio MARCS. As long as it possesses a MARCS MVDS ASK, Recipient agrees to the following requirements and responsibilities:

- 1.) Recipient agrees to keep confidential all MARCS MVDS ASK in its possession at all times. Recipient shall secure all MARCS MVDS ASKs by securing them in a locked drawer or office when not being used for programming. MARCS reserves the right to audit Recipient's security and the MARCS MVDS ASK storage status at any time.
- 2.) Point of Contact shall maintain the confidentiality of all MARCS MVDS ASKs in Recipient's possession and shall be responsible for the overall security of such MARCS MVDS ASKs. Personnel of Recipient may utilize a MARCS MVDS ASK only under direction of Point of Contact. If Recipient assigns a Full Use or daughter key to a person other than the Point of Contact, the person must sign a copy of this document prior to possession and/or use of the key acknowledging they have read the terms of use. The signed document must be delivered to the MARCS Program Office immediately. Any additional users shall not utilize the MARCS MVDS ASKs until authorized by MARCS.
- 3.) Recipient shall notify MARCS immediately of any change in personnel. Any unauthorized sharing or copying of the MARCS MVDS ASKs and/or related documentation, publicizing of the MARCS MVDS ASKs, or any other use of the MARCS MVDS ASKs not specifically enumerated herein is expressly prohibited.
- 4.) Any violation of these terms of use may result in in MARCS program administrative action, up to and including termination of the right to possess MARCS MVDS ASKs. MARCS may seek to prosecute violators pursuant to Section 2913.04 of the Ohio Revised Code and/or other appropriate charges found in the Ohio law.
- 5.) Where authorized by MARCS, Recipient may perform template creation, cloning of radios, updating and creation of new radio programming, and stand up of new radios on an unlimited basis by programming staff for use on all radios domiciled with the Recipient or managed by the Recipient's communications staff, utilizing the MARCSIP Statewide Voice Communication System.

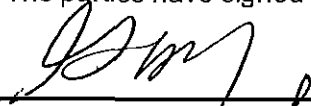
**No other use of any MARCS MVDS ASK is permitted.**

**Prohibited uses include but are not limited to: renaming MARCS owned talkgroups; adding other MARCS user agency talkgroups without written permission of both the MARCS user agency and MARCS; and/or making any other system information changes.**

- 6.) Recipient and its personnel **SHALL NOT** utilize MARCS MVDS ASKs for ANY radio without the prior knowledge of the MARCS MVDS radio programming staff.
- 7.) Recipient shall provide MARCS, upon request, a copy of Code Plug files for any radios they program a MARCS presence into, by serial number, after the final programming.
- 8.) Recipient's use of the MARCS MVDS ASKs includes the programming or reprogramming of radios belonging to any MARCS user agency, where permission is granted by the affected Agency and MARCS, in writing. Example – ODNR local radios.
- 9.) MARCS shall work with Mutual Aid Partners to provide MARCS MVDS ASKs "daughter" capability to allow the programming of Mutual Aid Partner templates into their radios.
- 10.) MARCS will work diligently with Recipient to ensure required keys are renewed or replaced in a timely fashion.
- 11.) Recipient's MARCS MVDS ASK will expire on **April 30, 2026**. Upon request, MARCS will reprogram Recipient's MARCS MVDS ASKs in a timely fashion.
- 12.) This Terms of Use contains the entire agreement between the parties hereto and shall not be modified, amended or supplemented, or any rights herein waived, unless specifically agreed upon in writing by the parties hereto. This Term of Use supersedes all previous documents, whether written or oral, between the parties.
- 13.) This Terms of Use shall be governed, construed and interpreted in accordance with the laws of the State of Ohio.
- 14.) All MARCS MVDS ASKs in possession of Recipient will be returned to MARCS upon any of the following occurrences:
  - a. Termination of the Recipient's subscription agreement with MARCS;
  - b. Proven violations of the terms of use are found; or
  - c. Termination of current employment position of Recipient's Point of Contact.

A copy of this signed agreement will be kept on file at: DAS/OIT/MARCS, 4200 Surface Road, COLUMBUS, OH 43228

The parties have signed below as evidence of their agreement with the terms of use:

 7/3/2025  
\_\_\_\_\_  
Signator, Agency Point of Contact, Gary Estes Date

 \_\_\_\_\_  
Signator, Head of Agency, Board of Commissioners President Date

\_\_\_\_\_  
Kathleen C. Madden, Director, Ohio Department of Administrative Services Date

**Recipient Communications Programming Personnel:**

I hereby acknowledge I have read and understand the terms of use for the MARCS MVDS ASK:

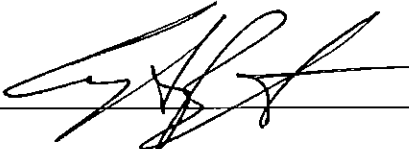
1. PRINT NAME: Gary Estes

Signature:  Date: 3/3/2025

2. PRINT NAME: Board of Commissioners President :

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

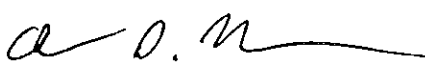
3. PRINT NAME: Corey Burton

Signature:  Date: 03/03/25

**APPROVED AS TO FORM**

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

4. PRINT NAME: Alexander Mokrycki

Signature:  Date: 3/3/2025

5. PRINT NAME: Steve Jennison

Signature:  Date: 3 Mar 25

6. PRINT NAME: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

7. PRINT NAME: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

8. PRINT NAME: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

9. PRINT NAME: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

10. PRINT NAME: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

# Resolution

Number 25-0328

Adopted Date March 11, 2025

## ENTERING INTO CONTRACT WITH HOWELL CONTRACTORS INC FOR THE SOCIALVILLE TRANSMISSION MAIN – CONTRACT 1 PROJECT

WHEREAS, pursuant to Resolution #25-0140, adopted February 4, 2025, this Board approved a Notice of Intent to Award Contract for the Socialville Transmission Main – Contract 1 Project to Howell Contractors, Inc, for a total contract price of \$2,283,176.00; and

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


NOW THEREFORE BE IT RESOLVED, to enter into contract with Howell Contractors, Inc., 13310 Walton Verona Road, Walton, Kentucky 41094, for a total bid price of \$2,283,176.00; as attached hereto and made a part hereof.

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

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

Resolution adopted this 11<sup>th</sup> day of March 2025.

BOARD OF COUNTY COMMISSIONERS

  
Ashley Watts, Deputy Clerk

KP

cc: c/a— Howell Contractors Inc.  
Water/Sewer (file)  
Bid file



**SECTION 00 60 10**  
**CONTRACT**

THIS AGREEMENT, made this 11<sup>th</sup> day of March, 2025, with the Warren County Board of Commissioners, 406 Justice Drive, Lebanon, Ohio, hereinafter called "Owner" and **Howell Contractors, Inc. 13310 Walton-Verona Road, Walton, KY 41094**, doing businesses as (an individual, partner, a corporation) hereinafter called "Contractor."

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

**SOCIALVILLE TRANSMISSION WATER MAIN – CONTRACT 1**

hereinafter called the project, for the sum of \$2,283,176.00 (Two Million, Two Hundred Eighty-Three Thousand, One Hundred- Seventy-Six Dollars and No Cents), and all work in connection therewith, under the terms as stated in the General Conditions and Supplemental Conditions of the Contract; and as his (its or their) own proper cost and expense furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in Contract Documents. "Contract Documents" means and includes the following:

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

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

<u>Kings Island Schedule:</u>	The 24" waterline between Stations 33+00 and 44+01 shall be installed with the trench backfilled, compacted, final graded, and seeded before Friday, April 11, 2025. No equipment or materials may be stored or located in this area after April 11, 2025.
<u>Substantial Completion:</u>	August 1, 2025
<u>Final Completion:</u>	August 15, 2025

Any delays beyond April 11, 2025 Kings Island schedule condition outlined above will result in liquidated damages in the sum of \$2,000 per day for each consecutive calendar day that the condition is not meet.

Any delays in substantial completion of the work that are within the control of the Contractor, their Subcontractor, or Supplier shall be subject to liquidated damages in the sum of \$500.00 for each consecutive calendar day that the project extends beyond the substantial completion deadline. See the General Conditions and Supplemental Conditions for the definition and requirements of substantial completion.

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

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

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

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

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

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

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

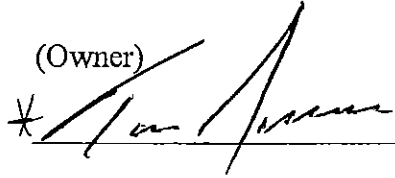
Contractor shall bind every subcontractor to, and every subcontractor must agree to be bound by the terms of, this Agreement, as far as applicable to the subcontractor's work particularly pertaining to Prevailing Wages and EEO requirements. Nothing contained in this Agreement shall create any contractual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

obligations on the part of the Owner to pay or see to the payment of any sums to any subcontractor.

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

**WARREN COUNTY BOARD OF COMMISSIONERS**


(Owner)

\* 

Tom Grossmann, President

(Seal)

ATTEST:

X   
THERESA Howell, Sec.

**HOWELL CONTRACTING INC.**

(Contractor)




Name

Paul BRICKNER, I. P.

Title

Approved as to Form:

  
Assistant Prosecutor

# Resolution

Number 25-0329

Adopted Date March 11, 2025

**ENTERING INTO CONTRACT WITH SHOOK CONSTRUCTION FOR THE RICHARD A.  
RENNEKER WATER TREATMENT PLANT ION EXCHANGE IMPROVEMENTS  
PROJECT**

WHEREAS, pursuant to Resolution #25-0213, adopted February 18, 2025, this Board approved a Notice of Intent to Award Contract for the Richard A. Renneker Water Treatment Plant Ion Exchange Improvements Project, to Shook Construction, for a total contract price of \$4,612,000.00; and

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


NOW THEREFORE BE IT RESOLVED, to enter into contract with Shook Construction, 2000 West Dorothy Lane, Moraine, Ohio 45439, for a total bid price of \$4,612,000.00; as attached hereto and made a part hereof.

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

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

Resolution adopted this 11<sup>th</sup> day of March 2025.

BOARD OF COUNTY COMMISSIONERS

  
Ashley Watts, Deputy Clerk

KP

cc: c/a— Shook Construction  
Water/Sewer (file)  
Bid file

SECTION 00 5215

AGREEMENT BETWEEN OWNER AND CONTRACTOR

THIS AGREEMENT made this 11<sup>th</sup> day of March, 20 25 with the Warren County Board of Commissioners, 406 Justice Drive, Lebanon, Ohio, hereinafter called "OWNER" and **Shook Construction, 2000 West Dorothy Lane, Moraine, OH 45439**, doing business as (an individual, a partnership, or a corporation) called "CONTRACTOR".

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

**RRWTP ION EXCHANGE IMPROVEMENTS**

hereinafter called the project, for the sum of **\$4,612,000.00** and all work in connection therewith, under the terms as stated in the Conditions of the Contract; and as his (its or their) own proper cost and expense furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, Conditions of the Contract, the Specifications, and Contract Documents. "Contract Documents" means the following:

- (A) ADVERTISEMENT FOR BIDS
- (B) INSTRUCTIONS TO BIDDERS
- (C) BID
- (D) BID SECURITY
- (E) AGREEMENT
- (F) GENERAL CONDITIONS
- (G) SUPPLEMENTARY CONDITIONS
- (H) CONTRACT BOND (PERFORMANCE AND PAYMENT BONDS)
- (I) NOTICE OF AWARD
- (J) NOTICE TO PROCEED
- (K) CHANGE ORDER
- (L) DRAWINGS prepared or issued by AECOM.
- (M) SPECIFICATIONS prepared or issued by AECOM.
- (N) ADDENDUM

CONTRACTOR hereby agrees to commence work under this contract on or before a date to be specified in the NOTICE TO PROCEED of the OWNER and shall substantially complete the Contract Work within two hundred seventy five (275) calendar days and fully complete the Contract Work in its entirety within four hundred fifty (450) calendar days after the date of the NOTICE TO PROCEED unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS. Substantial completion is defined as successful commissioning and operation of only the ion exchange and sodium bisulfite system.

CONTRACTOR also agrees to pay as liquidated damages, the amounts as stated in the SUPPLEMENTARY GENERAL CONDITIONS.

This Agreement may be terminated by either party upon written notice in the event of substantial failure

by the other party to perform in accordance with the terms of this Agreement. The nonperforming party shall have fifteen calendar days from the date of the termination notice to cure or to submit a plan for cure acceptable to the other party.

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

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

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

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

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

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

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

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in three (3) counterparts, each of which shall be deemed an original on the date first above written.

Warren County Board of Commissioners

Owner

By:

Name:

(Print)

Title:

ATTEST:

By:

Name:

Print

Title:

By:

Name:

(Print)

Title:

APPROVED AS TO FORM:

By:

Name:

(Print)

Title:

END OF SECTION 00 5215

# Resolution

Number 25-0330

Adopted Date March 11, 2025

## ACKNOWLEDGING RECEIPT OF FEBRUARY 2025 FINANCIAL STATEMENT

BE IT RESOLVED, to acknowledge receipt of the February 2025 County Financial Statement for Funds #1101 through #6650; as attached hereto and made a part hereof.

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

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 11<sup>th</sup> day of March 2025.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Ashley Watts, Deputy Clerk

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



# Financial Statement for 2025 Period 2



FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
1101	GENERAL FUND	98,620,900.12	6,911,061.61	6,366,516.78	99,165,444.95	344,299.22	99,509,744.17
2201	SENIOR CITIZENS SERVICE LEVY	5,801,173.53	0.00	821,628.91	4,979,544.62	0.00	4,979,544.62
2202	MOTOR VEHICLE	12,390,335.54	1,007,380.36	630,514.50	12,767,201.40	43,896.86	12,811,098.26
2203	HUMAN SERVICES	1,157,420.03	694,873.49	411,485.35	1,440,808.17	45,803.30	1,486,611.47
2204	COVID19 EMERGENCY RENTAL ASSIS	1,662,539.70	0.00	0.00	1,662,539.70	0.00	1,662,539.70
2205	BOARD OF DEVELOPMENTAL DISABIL	22,770,328.16	199,277.92	1,625,137.30	21,344,468.78	67,174.97	21,411,643.75
2206	DOG AND KENNEL	507,791.00	70,061.45	97,176.60	480,675.85	186.56	480,862.41
2207	LAW LIBRARY RESOURCES FUND	149,659.75	31,344.58	24,754.47	156,249.86	19,775.78	176,025.64
2208	CO&TRANSIT MEDICAID SALES TAX	0.00	0.00	0.00	0.00	0.00	0.00
2209	BOE ELECTIONS SECURITY GRANTS	25.69	0.00	0.00	25.69	0.00	25.69
2210	LOCAL CORONAVIRUS RELIEF FUND	0.00	0.00	0.00	0.00	0.00	0.00
2211	LOCAL FISCAL RECOVERY FUND	5,005,229.23	0.00	22,079.70	4,983,149.53	11,722.50	4,994,872.03
2212	ONEOHIO OPIOID SETTLEMENT FUND	1,385,071.48	0.00	0.00	1,385,071.48	0.00	1,385,071.48
2213	TOURISM & ECON DEV SUPPORT FUN	0.00	0.00	0.00	0.00	0.00	0.00
2214	CHILD ADVOCACY CENTER	0.00	0.00	0.00	0.00	0.00	0.00
2215	VETERAN'S MEMORIAL	10,155.84	0.00	0.00	10,155.84	0.00	10,155.84
2216	RECORDER TECH FUND 317.321	289,947.00	10,923.00	456.80	300,413.20	0.00	300,413.20
2217	BOE TECHNOLOGY FUND 3501.17	1,126,659.81	0.00	74,737.23	1,051,922.58	74,737.23	1,126,659.81
2218	COORDINATED CARE	678,566.93	25,000.00	72,695.00	630,871.93	3,006.00	633,877.93
2219	WIRELESS 911 GOVERNMENT ASSIST	534,603.44	29,544.00	19,905.04	544,242.40	0.00	544,242.40
2220	CP INDIGENT DRVR INTRLK/MONITG	14,290.41	217.89	0.00	14,508.30	0.00	14,508.30
2221	CC/MC INDIGENT DRIVER INTERLOC	126,170.84	598.38	442.00	126,327.22	0.00	126,327.22
2222	JUV INDIGENT DRIVER INTERLOCK	3,686.34	50.00	0.00	3,736.34	0.00	3,736.34
2223	PROBATE/JUVENILE SPECIAL PROJ	313,644.63	2,866.23	0.00	316,510.86	0.00	316,510.86
2224	COMMON PLEAS SPECIAL PROJECTS	142,280.18	7,728.00	7,050.00	142,958.18	3,000.00	145,958.18
2227	PROBATION SUPERVISION 2951.021	844,523.62	4,455.00	17,543.03	831,435.59	3,705.00	835,140.59
2228	MENTAL HEALTH GRANT	215,036.93	8,480.00	8,213.99	215,302.94	2,340.00	217,642.94

# Financial Statement for 2025 Period 2



FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
2229	MUNICIPAL MOTOR VEH PERMIS TAX	2,301,221.43	47,742.84	101,118.57	2,247,845.70	101,118.57	2,348,964.27
2231	CO LODGING ADD'L 1%	71,082.10	63,462.87	71,082.10	63,462.87	0.00	63,462.87
2232	COUNTY LODGINGS TAX (FKA 7731)	213,246.13	190,388.53	213,246.13	190,388.53	0.00	190,388.53
2233	DOMESTIC SHELTER	42,980.00	2,618.00	40,227.00	5,371.00	0.00	5,371.00
2237	REAL ESTATE ASSESSMENT	7,237,172.26	2,905.00	59,301.05	7,180,776.21	343.86	7,181,120.07
2238	WORKFORCE INVESTMENT BOARD	78,738.82	138,980.83	74,745.30	142,974.35	49,081.00	192,055.35
2243	JUVENILE GRANTS	320,922.53	4,957.50	4,213.25	321,666.78	298.74	321,965.52
2245	CRIME VICTIM GRANT FUND	23,893.95	4,079.72	3,631.85	24,341.82	0.00	24,341.82
2246	JUVENILE INDIGENT DRIVER ALCOH	22,598.05	77.40	0.00	22,675.45	0.00	22,675.45
2247	FELONY DELINQUENT CARE/CUSTODY	571,412.72	0.00	126,925.90	444,486.82	12,209.46	456,696.28
2248	TAX CERTIFICATE ADMIN FUND	26,156.23	0.00	42.00	26,114.23	0.00	26,114.23
2249	DTAC-DELINQ TAX & ASSESS COLLE	825,462.52	0.00	11,707.18	813,755.34	186.34	813,941.68
2250	CERT OF TITLE ADMIN FUND	3,183,915.62	198,201.43	107,328.62	3,274,788.43	8,426.45	3,283,214.88
2251	COAP GRANT - OPIOD ABUSE PROG	0.00	0.00	0.00	0.00	0.00	0.00
2252	WC TECHNOLOGY CRIMES UNIT	0.00	0.00	0.00	0.00	0.00	0.00
2253	COUNTY COURT PROBATION DEPT	0.00	0.00	0.00	0.00	0.00	0.00
2254	CCMEP/TANF	85,016.35	72,728.82	67,383.03	90,362.14	3,110.85	93,472.99
2255	MUNICIPAL VICTIM WITNESS FUND	81,737.05	75,000.00	8,152.01	148,585.04	0.00	148,585.04
2256	WARREN COUNTY SOLID WASTE DIST	1,000,936.92	7,946.49	15,356.91	993,526.50	0.00	993,526.50
2257	OHIO PEACE OFFICER TRAINING	329,461.91	0.00	7,109.93	322,351.98	4,900.00	327,251.98
2258	WORKFORCE INVESTMENT ACT FUND	211,778.66	29,727.12	16,683.65	224,822.13	2,414.32	227,236.45
2259	JTPA	0.00	0.00	0.00	0.00	0.00	0.00
2260	OHIO WORKS INCENTIVE PROGRAM	0.00	0.00	0.00	0.00	0.00	0.00
2261	PASS THROUGH GRANTS	0.00	7,478.71	7,478.71	0.00	0.00	0.00
2262	COMMUNITY CORRECTIONS MONITORI	958,437.92	20,403.53	21,391.97	957,449.48	70.00	957,519.48
2263	CHILD SUPPORT ENFORCEMENT	1,841,814.56	315,560.48	231,750.40	1,925,624.64	2,234.18	1,927,858.82
2264	EMERGENCY MANAGEMENT AGENCY	320,742.21	5,000.00	26,744.66	298,997.55	2,106.73	301,104.28

# Financial Statement for 2025 Period 2



FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
2265	COMMUNITY DEVELOPMENT	623,421.09	0.00	10,397.30	613,023.79	0.00	613,023.79
2266	COMM DEV-ENT ZONE MONITOR FEES	118,063.00	5,000.00	0.00	123,063.00	0.00	123,063.00
2267	LOEB FOUNDATION GRANT	20,024.73	0.00	0.00	20,024.73	0.00	20,024.73
2268	INDIGENT GUARDIANSHIP FUND	305,311.32	1,610.00	0.00	306,921.32	0.00	306,921.32
2269	INDIGENT DRIVER ALCOHOL TREATM	815,608.10	6,268.91	6,135.01	815,742.00	0.00	815,742.00
2270	JUVENILE TREATMENT CENTER	327,406.33	11,609.37	113,482.26	225,533.44	431.52	225,964.96
2271	DTAC-PROSECUTOR ORC 321.261	403,759.05	0.00	12,368.60	391,390.45	72.54	391,462.99
2272	CP INDIGENT DRVR ALC TREATMT	65,687.41	0.00	0.00	65,687.41	0.00	65,687.41
2273	CHILDREN SERVICES	6,024,676.80	413,752.10	825,601.51	5,612,827.39	351,367.96	5,964,195.35
2274	COUNTY COURT COMPUTR 1907.261A	101,474.07	1,237.00	162.53	102,548.54	0.00	102,548.54
2275	COUNTY CRT CLK COMP 1907.261B	157,790.72	5,089.00	0.00	162,879.72	0.00	162,879.72
2276	PROBATE COMPUTER 2101.162	113,935.63	429.00	0.00	114,364.63	0.00	114,364.63
2277	PROBATE CLERK COMPUTR 2101.162	327,577.01	1,432.00	0.00	329,009.01	0.00	329,009.01
2278	JUVENILE CLK COMPUTR 2151.541	72,295.76	988.55	0.00	73,284.31	0.00	73,284.31
2279	JUVENILE COMPUTER 2151.541	55,152.62	295.05	0.00	55,447.67	0.00	55,447.67
2280	COMMON PLEAS COMPUTER 2303.201	109,963.24	1,383.00	0.00	111,346.24	0.00	111,346.24
2281	DOMESTIC REL COMPUTER 2301.031	9,344.43	159.00	1,520.81	7,982.62	0.00	7,982.62
2282	CLERK COURTS COMPUTER 2303.201	817,120.66	12,802.50	0.00	829,923.16	0.00	829,923.16
2283	COUNTY CT SPEC PROJ 1907.24B1	2,410,080.29	22,672.11	1,968,555.34	464,197.06	2,887.57	467,084.63
2284	COGNITIVE INTERVENTION PROGRAM	411,363.56	3,695.95	417.85	414,641.66	347.85	414,989.51
2285	CONCEALED HANDGUN LICENSE	781,684.76	4,713.75	5,876.77	780,521.74	0.00	780,521.74
2286	SHERIFF-DRUG LAW ENFORCEMENT	5,177.89	0.00	0.00	5,177.89	0.00	5,177.89
2287	SHERIFF-LAW ENFORCEMENT TRUST	460,214.81	0.00	37,184.43	423,030.38	33,163.00	456,193.38
2288	COMM BASED CORRECTIONS DONATIO	17,400.99	0.00	264.69	17,136.30	0.00	17,136.30
2289	COMMUNITY BASED CORRECTIONS	241,439.74	0.00	91,070.77	150,368.97	4,885.00	155,253.97
2290	HAZ MAT EMERG PLAN SPEC FUND	6.40	0.00	0.00	6.40	0.00	6.40
2291	SHERIFF-D.A.R.E. PROGRAM	3,856.54	0.00	0.00	3,856.54	0.00	3,856.54

# Financial Statement for 2025 Period 2

FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
2292	TRAFFIC SAFETY PROGRAM-SHERIFF	0.00	0.00	0.00	0.00	0.00	0.00
2293	SHERIFF GRANTS	26,012.00	0.00	0.00	26,012.00	0.00	26,012.00
2294	SHERIFF DARE LAW ENFORC GRANT	8,286.66	0.00	0.00	8,286.66	0.00	8,286.66
2295	TACTICAL RESPONSE UNIT	43,884.25	100.00	0.00	43,984.25	0.00	43,984.25
2296	COMP REHAB DWNPMT ASST COMMDEV	47,144.73	0.00	0.00	47,144.73	0.00	47,144.73
2297	ENFORCEMT & EDUCATN 4511.19G5A	148,836.13	365.00	0.00	149,201.13	0.00	149,201.13
2298	REHAB INC FUNDS	100,432.46	0.00	0.00	100,432.46	0.00	100,432.46
2299	COUNTY TRANSIT	1,223,952.48	8,999.74	144,120.48	1,088,831.74	0.00	1,088,831.74
3327	BOND RETIREMENT SPECIAL ASSMT	68,133.64	0.00	0.00	68,133.64	0.00	68,133.64
3360	STATE OPWC LOAN	112,715.70	0.00	0.00	112,715.70	0.00	112,715.70
3368	2013 RADIO SYSTEM BONDS	0.00	0.00	0.00	0.00	0.00	0.00
3384	TAX INCREMENT FINANCING - P&G	0.00	0.00	0.00	0.00	0.00	0.00
3393	RID BOND GREENS OF BUNNEL	2,431,017.00	0.00	0.00	2,431,017.00	0.00	2,431,017.00
3395	JAIL BONDS 2019	0.00	0.00	0.00	0.00	0.00	0.00
4401	COUNTY WIDE FINANCIAL SOFTWARE	19,651.29	0.00	0.00	19,651.29	0.00	19,651.29
4427	BETHANY & HUDSON HILLS RD PROJ	0.00	321,670.00	0.00	321,670.00	0.00	321,670.00
4428	ROBINSON-VAIL & SR 122 RD PROJ	0.00	0.00	0.00	0.00	0.00	0.00
4429	ZOAR & MOUNTS RD PROJ	0.00	0.00	0.00	0.00	0.00	0.00
4430	DEFAULTED SUBDIVISION SPEC ASM	399,158.40	0.00	0.00	399,158.40	0.00	399,158.40
4431	SOCIALVILLEFOSTERSBRIDGE&WALL	0.00	0.00	0.00	0.00	0.00	0.00
4432	EDWARDSVILLE ROAD BRIDGE	0.00	0.00	0.00	0.00	0.00	0.00
4433	MIDDLEBORO RD BRIDGE REHAB	0.00	0.00	0.00	0.00	0.00	0.00
4434	LIBERTY WAY/MASON RD TURN LANE	0.00	0.00	0.00	0.00	0.00	0.00
4435	STROUT RD BRIDGE 207-0.02	0.00	0.00	0.00	0.00	0.00	0.00
4436	ZOAR RD IMPROVEMENT PROJECT	0.00	0.00	0.00	0.00	0.00	0.00
4437	KING AVE BRIDGE PROJECT	600,682.55	0.00	0.00	600,682.55	0.00	600,682.55
4438	NB COLUMBIA/3C RIGHT TURN LN	0.00	0.00	0.00	0.00	0.00	0.00

# Financial Statement for 2025 Period 2



FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
4439	VARIOUS WATER ASSESSMENT PROJE	0.00	0.00	0.00	0.00	0.00	0.00
4449	VARIOUS SEWER ASSESSMENT PROJE	0.00	0.00	0.00	0.00	0.00	0.00
4450	ESTATES OF KEEVER CREEK ROAD P	0.00	0.00	0.00	0.00	0.00	0.00
4451	ROAD INFRASTRUCTURE	9,898,902.97	2,000.00	0.00	9,900,902.97	0.00	9,900,902.97
4452	STEPHENS RD BRIDGE REPLACEMENT	215,835.55	0.00	0.00	215,835.55	0.00	215,835.55
4453	OLD 122 & TWP LINE RD ROUNDABO	0.00	0.00	0.00	0.00	0.00	0.00
4454	FIELDS-ERTEL RD IMPROV PROJ	176,754.34	0.00	0.00	176,754.34	0.00	176,754.34
4455	PHASE II ROAD RESURFACING	0.00	0.00	0.00	0.00	0.00	0.00
4456	MAS MOR MIL PIKE ST BRIDGE	22,355.07	0.00	0.00	22,355.07	0.00	22,355.07
4457	HENDRICKSON RD BRIDGE PROJECT	0.00	0.00	0.00	0.00	0.00	0.00
4458	MAS MOR MIL RD BRIDGE-MASON	0.00	0.00	0.00	0.00	0.00	0.00
4459	ROACHESTER COZADDALE RD BRIDGE	0.00	0.00	0.00	0.00	0.00	0.00
4460	MCCLURE RD BRIDGE PROJ	8,387.27	0.00	0.00	8,387.27	0.00	8,387.27
4461	TOWNSHIP LINE RD BRIDGE PROJ	0.00	0.00	0.00	0.00	0.00	0.00
4462	COUNTY RD #182 BRIDGE REHAB	143,599.85	0.00	14,157.00	129,442.85	0.00	129,442.85
4463	FIELDS-ERTEL AND COLUMBIA ROAD	0.00	0.00	0.00	0.00	0.00	0.00
4464	GROG RUN RD BRIDGE PROJ	0.00	0.00	0.00	0.00	0.00	0.00
4465	BUTLER WARREN RD BRIDGE PROJ	0.00	0.00	0.00	0.00	0.00	0.00
4467	COUNTY CONST PROJECTS	6,261,779.58	0.00	78,052.44	6,183,727.14	1,035.00	6,184,762.14
4479	AIRPORT CONSTRUCTION	862,045.71	0.00	2,305.81	859,739.90	2,305.81	862,045.71
4484	P&G TIF ROAD CONSTRUCTION	0.00	0.00	0.00	0.00	0.00	0.00
4485	MIAMI VALLEY GAMING TIF	1,282,460.61	0.00	0.00	1,282,460.61	0.00	1,282,460.61
4489	TOWNE CENTER BLVD EXTENSION	0.00	0.00	0.00	0.00	0.00	0.00
4491	NEW COUNTY COURT CONSTRUCTION	6,426,691.15	1,900,000.00	2,107,015.43	6,219,675.72	986,964.30	7,206,640.02
4492	COMMUNICATION PROJECTS	4,249,926.17	0.00	570,061.87	3,679,864.30	0.00	3,679,864.30
4493	REDEVELOPMENT TAX EQUIV FUND	528,247.79	0.00	0.00	528,247.79	0.00	528,247.79
4494	COURTS BUILDING	1,601,270.71	0.00	19,802.06	1,581,468.65	0.00	1,581,468.65

# Financial Statement for 2025 Period 2



FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
4495	JAIL CONSTRUCTION SALES TAX	1,973,104.87	0.00	0.00	1,973,104.87	0.00	1,973,104.87
4496	JUVENILE DETENTION ADDN & RENO	259,785.28	0.00	6,680.00	253,105.28	6,680.00	259,785.28
4497	JAIL CONSTRUCTION & REHAB	8,015,619.13	0.00	0.00	8,015,619.13	0.00	8,015,619.13
4498	COUNTY FAIRGROUNDS CONSTRUCTN	0.00	0.00	0.00	0.00	0.00	0.00
4499	JUVENILE/PROBATE CT EXPANSION	472,507.59	0.00	0.00	472,507.59	0.00	472,507.59
5510	WATER REVENUE	25,748,190.43	1,794,406.45	1,089,720.48	26,452,876.40	120,011.26	26,572,887.66
5574	LOWER LITTLE MIAMI WASTEWATER	0.00	0.00	0.00	0.00	0.00	0.00
5575	SEWER CONST PROJECTS	2,289,046.10	5,002.59	407,064.04	1,886,984.65	391,997.14	2,278,981.79
5580	SEWER REVENUE	29,055,319.93	1,591,588.63	736,818.98	29,910,089.58	311,614.07	30,221,703.65
5581	SEWER IMPROV-WC VOCATIONAL SCH	329,884.40	0.00	7,537.98	322,346.42	0.00	322,346.42
5583	WATER CONST PROJECTS	2,125,624.58	4,645.44	455,479.87	1,674,790.15	192,100.17	1,866,890.32
5590	STORM WATER TIER 1	333,947.98	0.00	0.00	333,947.98	0.00	333,947.98
6619	VEHICLE MAINTENANCE ROTARY	94,439.32	43,697.36	47,369.34	90,767.34	13,492.89	104,260.23
6630	SHERIFF'S POLICING REVOLV FUND	1,542,046.54	53,947.26	907,420.42	688,573.38	28,743.85	717,317.23
6631	COMMUNICATIONS ROTARY	262,918.23	1,948.55	489.88	264,376.90	183.66	264,560.56
6632	HEALTH INSURANCE	1,312,800.71	2,161,798.78	1,685,329.35	1,789,270.14	151,227.09	1,940,497.23
6636	WORKERS COMP SELF INSURANCE	1,297,959.44	3,666.04	63,448.39	1,238,177.09	7,277.97	1,245,455.06
6637	PROPERTY & CASUALTY INSURANCE	252,626.72	0.00	0.00	252,626.72	0.00	252,626.72
6650	GASOLINE ROTARY	152,269.55	74,085.12	108,251.49	118,103.18	23,503.71	141,606.89
7707	P.E.R.S. ROTARY	2,703.44	0.00	0.00	2,703.44	0.00	2,703.44
7708	TOWNSHIP FUND	217,021.90	5,723,075.92	5,940,097.82	0.00	0.00	0.00
7709	CORPORATION FUND	4,407.95	5,620,830.92	5,619,586.33	5,652.54	4,407.95	10,060.49
7713	WATER-SEWER ROTARY FUND	284,222.29	3,653,706.84	3,498,375.76	439,553.37	9,448.88	449,002.25
7714	PAYROLL ROTARY	1,022,958.51	4,179,907.29	4,156,432.43	1,046,433.37	130,471.78	1,176,905.15
7715	NON PARTICIPANT ROTARY	0.00	0.00	0.00	0.00	0.00	0.00
7716	SCHOOL	0.00	95,463,000.00	95,463,000.00	0.00	0.00	0.00
7717	UNDIVIDED GENERAL TAX	22,468,286.28	230,784,333.68	106,104,479.25	147,148,140.71	973,577.81	148,121,718.52

# Financial Statement for 2025 Period 2

FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
7718	TANGIBLE PERSONAL PROPERTY.	0.00	0.00	0.00	0.00	0.00	0.00
7719	TRAILER (LIKE REAL ESTATE) TAX	7,812.03	26,620.34	0.00	34,432.37	0.00	34,432.37
7720	LOCAL GOVERNMENT FUND	0.00	514,662.50	514,662.50	0.00	0.00	0.00
7721	SPECIAL DISTRICTS	0.00	60,000.00	60,000.00	0.00	0.00	0.00
7722	CIGARETTE LICENSE TAX	60.89	125.00	0.00	185.89	186.59	372.48
7723	GASOLINE TAX	0.00	548,386.69	548,386.69	0.00	0.00	0.00
7724	WC PORT AUTHORITY FUND	55,121.57	0.00	0.00	55,121.57	0.00	55,121.57
7725	UNDIVIDED WIRELESS 911 GOV ASS	0.00	59,088.00	59,088.00	0.00	14,772.00	14,772.00
7726	MOTOR VEHICLE LICENSE TAX	0.00	1,217,225.44	1,217,225.44	0.00	0.00	0.00
7727	RE RATE CORRECT/REFUNDS	0.00	0.00	0.00	0.00	0.00	0.00
7728	TREASURER TAX REFUNDS	11,455.54	124,842.68	0.00	136,298.22	10,650.50	146,948.72
7729	CORONAVIRUS RELIEF DIST FUND	0.00	0.00	0.00	0.00	0.00	0.00
7731	COUNTY LODGING TAX	0.00	0.00	0.00	0.00	0.00	0.00
7734	REAL ESTATE ADVANCE PAYMENT	13,500.32	159,813.70	0.00	173,314.02	0.00	173,314.02
7738	WIB PASS THRU OHIO TO WORK	0.00	0.00	0.00	0.00	0.00	0.00
7740	TRAILER TAX	0.00	0.00	0.00	0.00	0.00	0.00
7741	LIFE INSURANCE	-757.50	41,363.00	12,946.25	27,659.25	0.00	27,659.25
7742	LIBRARIES	0.00	598,832.56	598,832.56	0.00	0.00	0.00
7744	ARMCO PARK TOURNAMENT FEES	0.00	0.00	0.00	0.00	0.00	0.00
7745	STATE	1,785.40	1,610.55	1,763.69	1,632.26	1,763.69	3,395.95
7746	MIAMI CONSERVANCY DISTRICT FUN	0.00	0.00	0.00	0.00	0.00	0.00
7747	ADVANCE ESTATE TAX	845.74	0.00	0.00	845.74	0.00	845.74
7751	UNDIVIDED INTEREST	8,942.39	775,513.53	780,010.55	4,445.37	0.00	4,445.37
7754	OHIO ELECTIONS COMMISSION FUND	40.00	150.00	190.00	0.00	150.00	150.00
7756	SEWER ROTARY	47,565.00	0.00	0.00	47,565.00	0.00	47,565.00
7757	MERCY PASS THROUGH TO TID	0.00	0.00	0.00	0.00	0.00	0.00
7758	WIA PASS THROUGH TO BUTLER/CLE	0.00	99,109.38	99,109.38	0.00	0.00	0.00

# Financial Statement for 2025 Period 2



FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
7761	OUTSIDE ENTITY FLOWTHRU	0.00	0.00	0.00	0.00	0.00	0.00
7765	RECORDER'S ESCROW FUND	29,960.47	218.00	628.75	29,549.72	26.75	29,576.47
7766	ESCROW ROTARY	2,498,266.64	0.00	0.00	2,498,266.64	0.00	2,498,266.64
7767	UNIDENTIFIED DEPOSITS	0.00	0.00	0.00	0.00	0.00	0.00
7768	RE TAX PYMT PRO/PRE/SALES	0.00	23.73	0.00	23.73	0.00	23.73
7769	BANKRUPTCY POST PETITION CONDU	3,871.10	9,391.57	0.00	13,262.67	0.00	13,262.67
7772	LEBANON MUN ORD VIOLATION INDI	17,131.25	0.00	0.00	17,131.25	0.00	17,131.25
7773	SEX OFFENDER REGISTRATION FEE	0.00	0.00	0.00	0.00	0.00	0.00
7774	ARSON OFFENDER REGISTR FEE	317.00	0.00	0.00	317.00	0.00	317.00
7775	UNDIVIDED SHERIFF WEB CHECK FE	15,306.62	10,173.75	12,255.25	13,225.12	12,255.25	25,480.37
7776	UNDIVIDED EVIDENCE SHERIFF	23,008.58	0.00	784.00	22,224.58	0.00	22,224.58
7777	UNDIVIDED FEDERAL & STATE FORF	0.00	0.00	0.00	0.00	0.00	0.00
7778	COURT ORDERED SHERIFF SALES	238,425.00	10,000.00	196,850.00	51,575.00	133,462.07	185,037.07
7779	UNDIVIDED DRUG TASK FORCE SEIZ	331,136.10	0.00	12,215.00	318,921.10	3,043.40	321,964.50
7781	REFUNDABLE DEPOSITS	421,364.72	12,035.97	12,017.36	421,383.33	5,379.53	426,762.86
7782	SHERIFF - LOST/ABANDONED PROPE	44.34	0.00	0.00	44.34	0.00	44.34
7785	MASSIE WAYNE CAPACITY FEES	0.00	0.00	0.00	0.00	0.00	0.00
7786	PMT IN LIEU OF TAXES	0.00	0.00	0.00	0.00	0.00	0.00
7787	UNDIVIDED INCOME TAX-REAL PROP	0.00	0.00	0.00	0.00	0.00	0.00
7788	UNDIVIDED PUBLIC UTILITY DEREG	0.00	0.00	0.00	0.00	0.00	0.00
7789	FORFEITED LAND	0.00	0.00	0.00	0.00	0.00	0.00
7790	FORFEITED LAND EXCESS SALE PRO	0.00	0.00	0.00	0.00	0.00	0.00
7792	ZONING & BLDG BOND FUND	0.00	0.00	0.00	0.00	0.00	0.00
7793	HOUSING TRUST AUTHORITY	66,741.75	66,117.40	0.00	132,859.15	0.00	132,859.15
7795	UNDIVIDED INDIGENT FEES	473.00	1,710.00	2,183.00	0.00	342.00	342.00
7796	MASON MUN ORD VIOLATION INDIGE	8,346.58	0.00	825.00	7,521.58	0.00	7,521.58
7797	NEW UNDIVIDED AUCTION PROCEEDS	0.00	0.00	0.00	0.00	0.00	0.00



# Financial Statement for 2025 Period 2



FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
7798	OLD ZONING & BLDG BOND FUND	138,020.47	0.00	0.00	138,020.47	0.00	138,020.47
8843	UNCLAIMED MONEY	685,816.99	351.77	0.00	686,168.76	0.00	686,168.76
8855	CH.SERV.SCHEURER SMITH TRUST	43,609.59	0.00	0.00	43,609.59	0.00	43,609.59
9911	WARREN CO HEALTH DISTRICT	8,389,187.18	408,313.82	467,172.35	8,330,328.65	15,251.43	8,345,580.08
9912	FOOD SERVICE	122,849.87	204,706.40	52,814.49	274,741.78	1,233.50	275,975.28
9915	PLUMBING BOND-HEALTH DEPT.	0.00	0.00	0.00	0.00	0.00	0.00
9916	STATE REGULATED SEWAGE PROGRAM	178,414.26	5,756.50	19,402.36	164,768.40	0.00	164,768.40
9925	SOIL & WATER CONSERVATION DIST	858,461.45	208,524.98	83,811.36	983,175.07	202.65	983,377.72
9928	REGIONAL PLANNING	410,077.78	28,386.42	39,270.06	399,194.14	121.40	399,315.54
9938	WARREN COUNTY PARK DISTRICT	2,037,032.81	125,445.95	107,419.24	2,055,059.52	10,141.44	2,065,200.96
9944	ARMCO PARK	277,484.33	24,846.01	52,457.26	249,873.08	5,038.56	254,911.64
9953	WATER SYSTEM FUND	52,600.37	4,134.00	2,083.81	54,650.56	74.00	54,724.56
9954	MENTAL HEALTH RECOVERY BOARD	14,283,085.51	787,591.08	1,867,789.99	13,202,886.60	502,010.46	13,704,897.06
9961	HEALTH GRANT FUND	332,467.44	40,454.01	168,266.11	204,655.34	0.00	204,655.34
9963	CAMPGROUNDS	3,246.12	0.00	0.00	3,246.12	0.00	3,246.12
9976	HEALTH - SWIMMING POOL FUND	169,079.54	0.00	1,497.87	167,581.67	0.00	167,581.67
9977	DRUG TASK FORCE COG	590,627.12	416,047.28	16,908.39	989,766.01	0.00	989,766.01
9996	WC FIRE RESPONSE LIFE SAFETY	27,118.36	0.00	27,118.36	0.00	27,118.36	27,118.36
Total		357,124,404.04	370,668,606.09	250,758,076.76	477,034,933.37	5,297,570.28	482,332,503.65

It is hereby certified, that the foregoing is a true and accurate statement of the finances of Warren County, Ohio, for February, 2025 showing the balance on hand in cash in each fund at the beginning of the month, the amount received to each, the amount disbursed from each, the balance remaining to the credit of each, and the balance of money in the treasury and depository.

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

# Resolution

Number 25-0331

Adopted Date March 11, 2025

## ACKNOWLEDGING PAYMENT OF BILLS

BE IT RESOLVED, to acknowledge payment of bills from 3/4/25 and 3/6/25 as attached hereto and made a part hereof.

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

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

Resolution adopted this 11<sup>th</sup> day of March 2025.

BOARD OF COUNTY COMMISSIONERS

  
Ashley Watts, Deputy Clerk

/kp

cc: Auditor 

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

# Resolution

Number 25-0332

Adopted Date March 11, 2025

APPROVING A SUPPLEMENTAL APPROPRIATION INTO COMMON PLEAS  
COMMUNITY CORRECTIONS #2227

BE IT RESOLVED, to approve the following supplemental appropriation:

\$ 10,000.00 into BUDGET-BUDGET #22271220 - 5400 Purchased Services

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

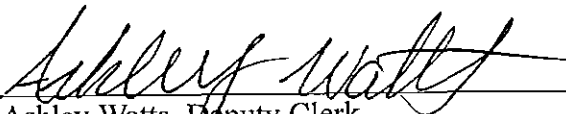
Mr. Grossmann – yea

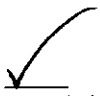
Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 11<sup>th</sup> day of March 2025.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Ashley Watts, Deputy Clerk

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

# Resolution

Number 25-0333

Adopted Date March 11, 2025

APPROVING AN APPROPRIATION ADJUSTMENT FROM COMMISSIONERS GENERAL FUND #11011110 INTO FACILITIES MANAGEMENT FUND #11011600

BE IT RESOLVED, to approve the following appropriation adjustment from Commissioners Fund #11011110 into Facilities Management fund #11011600 in order to process a vacation payout for Ricky Sheppard, former employee of Facilities Management:

\$733.00	from	#11011110-5882	(Genl BOCC – Vacation Leave Payout)
	into	#11011600-5882	(Facilities Management –Vacation Leave Payout)

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

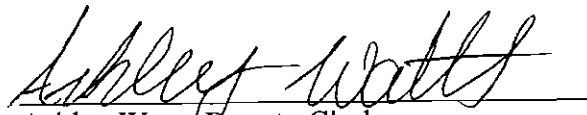
Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 11<sup>th</sup> day of March 2025.

BOARD OF COUNTY COMMISSIONERS

  
Ashley Watts, Deputy Clerk

cc: Auditor ✓  
Appropriation Adjustment file  
Facilities Management (file)  
OMB

# Resolution

Number 25-0334

Adopted Date March 11, 2025

APPROVING APPROPRIATION ADJUSTMENTS FROM COMMISSIONERS GENERAL FUND #11011110 INTO SHERIFF'S OFFICE FUND #11012200

BE IT RESOLVED, to approve the following appropriation adjustments from Commissioners Fund #11011110 into Sheriff's Office fund #11012200 in order to process vacation and sick payouts for Chris Cresap and Kelly Hammonds, former employees of Sheriff's Office:

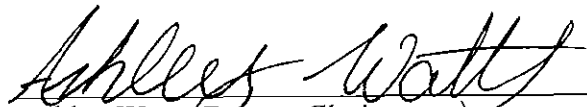
\$26,123.00	from	#11011110-5882	(Genl BOCC – Vacation Leave Payout)
	into	#11012200-5882	(Sheriff's Office –Vacation Leave Payout)
\$31,298.00	from	#11011110-5881	(Genl BOCC – Sick Leave Payout)
	into	#11012200-5881	(Sheriff's Office –Sick Leave Payout)


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

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

Resolution adopted this 11<sup>th</sup> day of March 2025.

BOARD OF COUNTY COMMISSIONERS

  
Ashley Watts, Deputy Clerk

cc: Auditor   
Appropriation Adjustment file  
Sheriff's Office (file)  
OMB

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

# Resolution

Number 25-0335

Adopted Date March 11, 2025

APPROVING AN APPROPRIATION ADJUSTMENT FROM JUVNENILE COURT  
DETENTION CENTER FUND #10112600 INTO JUVENILE COURT DETENTION CENTER  
FUND #11012600 AND JUVENILE PROBATION FUND #11012500

BE IT RESOLVED, to approve the following appropriation adjustments:

\$4,000.00	from	#11012600-5102	(Juv Det Center – Regular Salaries)
\$2,000.00	into	#11012600-5830	(Juv Det Center – Worker’s Comp)
\$2,000.00	into	#11012500-5830	(Juvenile Probation – Worker’s Comp)


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

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

Resolution adopted this 11<sup>th</sup> day of March 2025.

BOARD OF COUNTY COMMISSIONERS

  
Ashley Watts, Deputy Clerk

cc: Auditor   
Appropriation Adj. file  
Juvenile/Probate (file)

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

# Resolution

Number 25-0336

Adopted Date March 11, 2025

APPROVING AN APPROPRIATION ADJUSTMENT WITHIN THE OHIOMEANSJOBS  
WARREN COUNTY FUND #2254

BE IT RESOLVED, to approve the following appropriation adjustment within the  
OhioMeansJobs Warren County Fund #2254:

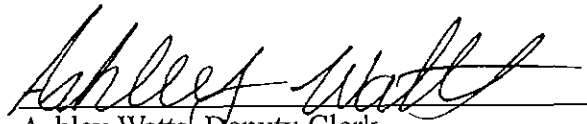
\$ 2,800.00 from #22545800-5421 (Rent or Lease)  
into #22545800-5850 (Training & Education)

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

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

Resolution adopted this 11<sup>th</sup> day of March 2025.

BOARD OF COUNTY COMMISSIONERS

  
Ashley Watts Deputy Clerk

cc: Auditor ☒  
Appropriation Adjustment file  
OhioMeansJobs (file)

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

# Resolution

Number 25-0337

Adopted Date March 11, 2025

APPROVING AN APPROPRIATION ADJUSTMENT WITHIN THE OHIOMEANSJOBS  
WARREN COUNTY FUND #2258

BE IT RESOLVED, to approve the following adjustment within the OhioMeansJobs Warren  
County Fund #2258:

\$ 1,200.00 from #22585800-5421 (Rent or Lease)  
into #22585800-5850 (Training & Education)

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

Mr. Grossmann – yea


Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 11<sup>th</sup> day of March 2025.

BOARD OF COUNTY COMMISSIONERS

  
Ashley Watts, Deputy Clerk

cc: Auditor   
Appropriation Adjustment file  
OhioMeansJobs (file)



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

# Resolution

Number 25-0338

Adopted Date March 11, 2025

APPROVING AN APPROPRIATION ADJUSTMENT WITHIN CHILDREN SERVICES  
FUND #2273

BE IT RESOLVED, to approve the following appropriation adjustment:

\$25,000.00    from    #22735100-5102    (Regular Salaries)  
                 into    #22735100-5840    (Unemployment Compensation)

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


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

Resolution adopted this 11<sup>th</sup> day of March 2025.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Ashley Watts, Deputy Clerk

jc/

cc:    Auditor   
         Appropriation Adj. file  
         Children Services (file)

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

# Resolution

Number 25-0339

Adopted Date March 11, 2025

APPROVING REQUISITIONS AND AUTHORIZING THE COUNTY ADMINISTRATOR  
TO SIGN DOCUMENTS RELATIVE THERETO

BE IT RESOLVED, to approve requisitions as listed in the attached document and authorize  
Martin Russell, County Administrator, to sign on behalf of this Board of County Commissioners.

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

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 11<sup>th</sup> day of March 2025.

BOARD OF COUNTY COMMISSIONERS

  
Ashley Watts, Deputy Clerk

/kp

cc:

Commissioners' file

## REQUISITIONS

Department	Vendor Name	Description	Amount
WAT	HOWELL CONTRACTORS INC	WAT SOCIALVILLE TRANSMISSION M	\$ 2,283,176.00 *bid project / contract in packet
WAT	SHOOK CONSTRUCTION CO	WAT CB RAR ION EXCHANGE IMPROV	\$ 4,612,000.00 *bid project / contract in packet
FAC	PRODIGY BUILDING SOLUTIONS LLC	FAC ROOF REPLACEMENT 500 JUSTI	\$ 514,500.00 *capital purchase / state contract

Approve 3/11/25 by:

  
Martin Russell, County Administrator

# Resolution

Number 25-0340

Adopted Date March 11, 2025

## MODIFYING SECTION 9.11 (1 & 2) OF THE RULES AND REGULATIONS OF THE WARREN COUNTY WATER AND SEWER DEPARTMENT

WHEREAS, it is necessary to modify Section 9.11 (1 & 2) of the Rules and Regulations of the Water and Sewer Department; and

NOW THEREFORE BE IT RESOLVED that section 9.11 (1 & 2) of the Rules and Regulations of the Water and Sewer Department is hereby amended to read as follows:

### 1.) CARLISLE AREA

The System Capacity Charge for residential units shall be \$1,197 with an effective date of April 1, 2025.

The System Capacity Fee increases annually based on the Consumer Price Index (CPI-U) for Cincinnati for the previous 12 months.

System Capacity Charges for other than an equivalent single-family residence shall be the System Capacity Charge multiplied by a factor representing the number of equivalent single-family residences.

The System Capacity Charge for structures other than residential units shall be based on Ohio EPA's "Suggested Sewage Flow Guide", with an estimated sanitary sewage flow of 400 gpd for a single-family residence.

### 2.) HUNTER AREA – DICK'S CREEK SEWER IMPROVEMENT AREA

The System Capacity Charge for residential units shall be \$1,197 with an effective date of April 1, 2025.

The System Capacity Fee increases annually based on the Consumer Price Index (CPI-U) for Cincinnati for the previous 12 months.

System Capacity Charges for other than an equivalent single-family residence shall be the System Capacity Charge multiplied by a factor representing the number of equivalent single-family residences.

The System Capacity Charge for structures other than residential units shall be based on Ohio EPA's "Suggested Sewage Flow Guide", with an estimated sanitary sewage flow of 400 gpd for a single-family residence.

RESOLUTION #25-0340

MARCH 11, 2025

PAGE 2

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

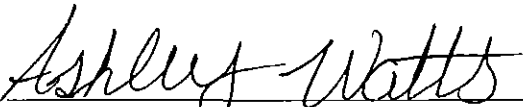
Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 11<sup>th</sup> day of March 2025.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Ashley Watts, Deputy Clerk

cc: Water/Sewer (file)

# Resolution

Number 25-0341

Adopted Date March 11, 2025

AUTHORIZING THE COUNTY ADMINISTRATOR TO SIGN IRS FORM 8283 [NONCASH CHARITABLE CONTRIBUTIONS] AND ACKNOWLEDGING A CONTRIBUTION (DONATION) TO THE COUNTY IN THE FORM OF GRANTING A PERPETUAL EASEMENT AND WAIVING A PART OF THE JUST COMPENSATION FOR SUCH EASEMENT FOR THE USE AND BENEFIT OF THE SOCIALVILLE TRANSMISSION MAIN – PHASE I PROJECT

WHEREAS, this Board of County Commissioners, Warren County, Ohio (the “County”) recognizing the growing need for water to meet the demands of the County authorized the County Water and Sewer Department through a series of resolutions to construct a 24-inch transmission main from the Richard A Renneker Water Treatment Plant to the Socialville Booster Pump Station; and

WHEREAS, this Board adopted Resolution 25-0140 on February 4, 2025 issuing a notice of intent to award the Socialville Transmission Main – Contract I project to Howell Contractors, Inc.; and

WHEREAS, the construction of the Socialville Transmission Main – Contract I project requires the acquisition of easements for waterlines and appurtenances including but not limited to a perpetual easement on Parcel Number 16-22-200-054 owned by Toeppen, Ltd. (the “Easement”); and

WHEREAS, the County retained the services of a certified independent appraiser to prepare a Value Finding Appraisal Report in compliance with Administrative Code Section 5501:2-5-06(C) that determined the just compensation due Toeppen Ltd for the Easement to be \$52,551.00; and

WHEREAS, the Value Finding Appraisal Report was provided to Toeppen Ltd. as part of the mandatory Good Faith Offer to purchase the Easement as required by R.C. 163.04(B); and,

WHEREAS, Toeppen, Ltd. voluntarily agreed to grant the Easement to the County and waive \$30,000.00 and accept the remaining \$22,551 of the just compensation for the Easement; and

WHEREAS, Toeppen Ltd. entered into an Easement Agreement with this Board that granted the Easement to the County and further provided that: (i) Toeppen Ltd. acknowledged receipt of the appraisal, (ii) Toeppen Ltd. intends to claim the \$30,000 waiver as a donation for tax purposes, (iii) this Board agreed to cooperate with Toeppen Ltd. claiming a tax deduction but without any representation and warranty that granting the Easement and waiving a part of the just compensation entitles Toeppen Ltd to a tax deduction, and (iv) that clarified the validity of the Easement Agreement is not contingent on Toeppen Ltd. being entitled to a tax deduction as such determination will be made by the IRS; and,

WHEREAS, to fulfill the obligation to cooperate, Toeppen Ltd. has requested the Board complete and execute Part V [Donee Acknowledgment] of IRS form 8283 [Noncash Charitable Contributions] in order for Toeppen Ltd. to claim the \$30,000 waiver as a tax deduction; and,

WHEREAS, my executing Part V [Donee Acknowledgment] of IRS form 8283 [Noncash Charitable Contributions] this Board acknowledges it is a charitable organization under 26 U.S. Code section 170(c) and that this Board received the donated property described on the form, to wit: a part of the Easement by waiving a part of the just compensation therefor (ie., \$30,000 or 57.09% of the \$52,551 total value per the appraisal); and,

WHEREAS, 26 U.S. Code section 170(c)(1) provides that a charitable contribution includes a contribution or gift to or for the use of a State or a political subdivision of a State, if the contribution or gift is made exclusively for public purposes; and,

WHEREAS, the County is a political subdivision of the State of Ohio, and that the Easement for which a part of the consideration is being voluntarily waived by Toeppen Ltd. shall be used exclusively for the aforementioned public purpose, and,

WHEREAS, for Toeppen Ltd. to claim the aforementioned waiver as a tax deduction, 26 U.S. Code section 170(f)(8)(B) requires a written acknowledgment from this Board to include: (i) the amount and description of the property other than cash contributed; (ii) whether this Board provided any goods or services in consideration, in whole or in part, for any of the property other than cash contributed; and, (iii) a description and good faith estimate of the value of such goods or services, if any; and,

WHEREAS, the Board hereby acknowledges that Toeppen Ltd. granted the Easement, in part, to be used exclusively for a public purpose, by voluntarily waiving a part of the just compensation valued at \$30,000 and received only \$22,551 from the County for the Easement.

NOW THEREFORE BE IT RESOLVED, by the Board of County Commissioners of Warren County, Ohio, at least a majority of all its members casting a vote concur as follows:

- 1) to acknowledge receipt of the contribution (donation) and authorize the County Administrator to execute, on the Board's behalf, Part V [Donee Acknowledgment] of IRS Form 8283, and return the form to Toeppen Ltd.
- 2) The findings made by the Board in the above WHEREAS clauses are hereby adopted as a part of these resolving paragraphs.
- 3) All action taken relating to and this Resolution occurred in an open meeting of this Board in compliance with the Ohio Public Meeting Act, Section 121. 22, et seq. of the Ohio Revised Code.

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

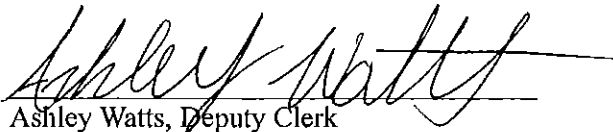
Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 11<sup>th</sup> day of March 2025.

BOARD OF COUNTY COMMISSIONERS

  
Ashley Watts, Deputy Clerk

cc: Water/Sewer (file)  
Easement file  
Project file  
Prosecutor's Office