

Resolution

Number 19-0852

Adopted Date July 09, 2019

HIRE AMANDA RAUH AS PROTECTIVE SERVICES CASEWORKER II, WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION

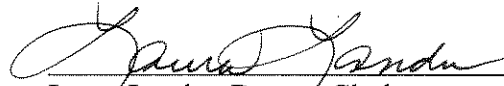
BE IT RESOLVED, to hire Amanda Rauh, Protective Services Caseworker II, within the Warren County Department of Job and Family Services, Children Services Division, classified, full-time permanent, non-exempt status (40 hours per week), Pay Grade #8, \$18.13 per hour, under the Warren County Job and Family Services compensation plan, effective July 15, 2019, subject a negative background check, drug screen and a 365 day probationary period.

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

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

Resolution adopted this 9th day of July 2019.

BOARD OF COUNTY COMMISSIONERS



Laura Lander, Deputy Clerk

H/R

cc: Children Services (file)
A. Rauh's Personnel file
OMB – Sue Spencer

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 19-0853

Adopted Date July 09, 2019

HIRE DAVID HOUSE AS FISCAL COORDINATOR WITHIN OHIOMEANSJOBS WARREN COUNTY

BE IT RESOLVED, to hire David House as Fiscal Coordinator, within OhioMeansJobs of Warren County, classified, full-time permanent, non-exempt status, Pay Range #15, \$17.02 per hour, effective July 29, 2019, subject to a negative drug screen, and a 365-day probationary period; and

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

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

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

Resolution adopted this 9th day of July 2019.

BOARD OF COUNTY COMMISSIONERS



Laura Lander, Deputy Clerk

H/R

cc: OhioMeansJobs of Warren County (file)
David House's Personnel file
OMB-Sue Spencer

Resolution

Number 19-0854

Adopted Date July 09, 2019

APPROVE END OF 365-DAY PROBATIONARY PERIOD AND APPROVE A PAY INCREASE FOR MARK HOBBS WITHIN THE WARREN COUNTY DEPARTMENT OF FACILITIES MANAGEMENT

WHEREAS, Mark Hobbs, Custodial Worker I within the Warren County Department of Facilities Management, has successfully completed a 365-day probationary period, effective July 2, 2019; and

NOW THEREFORE BE IT RESOLVED, to approve Mark Hobbs' completion of 365-day probationary period and to approve a pay increase to end of probationary rate of \$11.90 per hour effective pay period beginning July 6, 2019.

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

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

Resolution adopted this 9th day of July 2019.

BOARD OF COUNTY COMMISSIONERS



Laura Lander, Deputy Clerk

cc: Facilities Management (file)
M. Hobbs' Personnel File
OMB – Sue Spencer

Resolution

Number 19-0855

Adopted Date July 09, 2019

APPROVE CHANGE ORDER NO. 3 TO THE CONTRACT WITH TRITON SERVICES, INC.
FOR THE FY18 VILLAGE OF MAINEVILLE ADA RESTROOM CDBG PROJECT

WHEREAS, this Board on March 19, 2019 entered into a contract with Triton Services, Inc. for the FY18 Village of Maineville ADA Restroom Community Development Block Grant Project; and

WHEREAS, exit lights will be required to complete said project; and

WHEREAS, a Change Order and Purchase Order are necessary in order to accommodate said change; and

NOW THEREFORE BE IT RESOLVED:

1. Approve Change Order No. 3 to the Contract with Triton Services, Inc, increasing Purchase Order No. 19000336 by \$762.00 and creating a new Contract and Purchase Order price in the amount of \$82,044.50.
2. By said Change Order, attached hereto and made part hereof, all costs and work associated with the change shall be added to the Contract.
3. That the Board approve and sign Change Order No. 3 of the Contract with Triton Services, Inc. for the FY18 Village of Maineville ADA Restroom Community Development Block Grant Project.

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

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

Resolution adopted this 9th day of July 2019.

BOARD OF COUNTY COMMISSIONERS



Laura Lander, Deputy Clerk

cc: Auditor
C/A—Triton Services, Inc
OGA (file)



Warren County
Office of Grants Administration
 460 Justice Drive
 Lebanon, OH 45036
 513.695.1210

CHANGE ORDER
PO # 19000336

Change Order Number 3
 Project Name: FY18 Maineville ADA Restroom CDBG Project

CONTRACTOR QUOTATION	DESCRIPTION	ADDITIONS	DELETIONS
1	Emergency Lights, see attached	\$762.00	
2			
3			
4			
5			
Sums of the ADDITIONS and DELETIONS		\$762.00	

Attachments: Attachment A - Tabulation sheet from bid

Original contract price \$78,440.00
 Current contract price adjusted by previous change orders \$81,282.50
 The Contract price due to this change order will be increased/decreased by \$ 762.00
 The New contract price including this change order will be \$ 82,044.50
 The contract time will be increased by 0 calendar days.
 The date for completion of work will be unchanged.

Acceptance of this Change Order by the contractor constitutes final settlement of all matters relating to the change in Work that is the subject of the Change Order, including but not limited to, all direct, indirect and cumulative costs and schedule impacts associated with such change and any and all adjustments to the Contract Sum or Price and the extension of the Contract completion time.

Bill Stagg 7-3-19
 Triton Services Inc. Date

[Signature] 7/9/19
 Warren County Commissioner Date

[Signature] 7-5-19
 Warren County Grants Administration Date

[Signature] 7/9/19
 Warren County Commissioner Date

[Signature] 7/9/19
 Warren County Commissioner Date

Resolution

Number 19-0856

Adopted Date July 09, 2019

AUTHORIZE REQUEST FOR PROPOSAL FOR PROFESSIONAL BROKER/CONSULTING SERVICES FOR THE WARREN COUNTY EMPLOYEE HEALTH CARE PLAN

WHEREAS, the Warren County Board of Commissioners offers a comprehensive benefit package that includes medical, dental, vision, and prescription coverage for those meeting the eligibility criteria defined by the Plan; and

WHEREAS, in order to ensure proper administration and activities of the Plan, the Warren County Board of Commissioners utilizes broker services for the consultation and management of the Plan that include, but is not limited to, analysis and strategic planning, RFP process, communication services, and legislative compliance; and

NOW THEREFORE BE IT RESOLVED, to authorize the request for proposal for professional broker/consulting services as further described in the invitation attached hereto and made a part hereof; and

BE IT FURTHER RESOLVED, to appoint the following county personnel to a selection committee: Commissioner David G Young, Tammy Whitaker, Martin Russell, Kim Berry, Matt Schnipke, and Chris Wojnicz. The selection committee shall evaluate and rank the proposals in accordance with the published evaluation criteria, may hold discussions with any offerors, and shall report the ranking and make a recommendation to this Board all in accordance with the request for proposals; and


BE IT FURTHER RESOLVED, to advertise said request for proposals in a newspaper of general circulation the week of July 14, 2019, and to post said request for proposals advertisement on the County Webpage for two (2) consecutive weeks prior to the proposal submission deadline of July 31, 2019.

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

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

Resolution adopted this 9th day of July 2019.

BOARD OF COUNTY COMMISSIONERS



Laura Lander, Deputy Clerk

HR/

cc: OMB (file) – T. Whitaker
Bid file
T Whitaker, OMB

Warren County

Request for Proposal – Health Insurance Consultant Services

The Warren County Board of Commissioners (hereinafter “Warren County”) invites you to submit a proposal to provide broker consulting services for the Warren County Employee Health Care Plan. This invitation, however, is not a request for bid of the healthcare plan.

Background

Warren County provides a comprehensive benefit package that includes medical/prescription, dental and vision and coverage. Permanent full-time employees who work at least 30 hours per week are eligible for coverage; approximately 1,000 employees are currently eligible for the healthcare plan. Warren County is self-insured utilizing carriers United Health Care, OptumRX, Dental Care Plus and EyeMed to administer the various plans offered. A summary of these benefits is available upon request.

Scope of Services

Please review the following list of services Warren County expects, at a minimum, the broker/consultant to provide.

1. Analysis /Strategic Planning
 - A. Review claim experience, plan design, and employer and employee contribution structure in order to align rates with plan design for budget projections.
 - B. Develop short term and long term benefit strategies.
 - C. Prepare analysis of plan designs and cost and make recommendations of cost effective plans, options, and design structure.
 - D. Provide comparison of Warren County benefit levels, rates and contributions with other employers/counties as requested.
 - E. Provide information on emerging trends and cost saving measures prior to renewal and enrollment and other times as requested.
 - F. Review any applicable consortium plans that Warren County may be eligible to participate in, and provide detailed benefit and network comparisons as well as report on advantages and disadvantages of the proposed plan.
2. Procurement Services
 - A. Develop and prepare all requests for proposal (RFP) and issue to insurance carriers and other vendors, maintain copy of request and responses, and make recommendation to Warren County.

- B. Analyze provider discounts when evaluating networks.
 - C. Negotiate with the insurance carriers, other vendors, and/or third parties to receive the most competitive pricing, yet quality services for each benefit.
3. Communication Services
- A. Facilitate and assist with the presentation of recommendations to the Board of County Commissioners in regard to options, cost, plan design, vendors, etc.
 - B. Facilitate and assist with benefit enrollment meetings as requested by Warren County.
 - C. Assist with the preparation of plan language changes, and other documents and notifications.
 - D. Develop communications and assist with Benefit Committee meetings as requested by Warren County.
4. Compliance
- A. Review all contracts, benefit coverage levels, etc. to insure compliance with contractual terms and conditions as proposed and agreed upon.
 - B. Ensure all insurance certificates, documents and other paperwork is provided from the carrier to plan participants.
 - C. Provide Warren County with up to date legislative information with regard to COBRA, HIPAA, ACA etc. and assist Warren County with compliance.
 - D. Provide Warren County with pending and enacted regulatory changes.
5. Other Services
- A. Be available to represent and, if necessary, intervene on behalf of Warren County with issues regarding claim resolution and appeals, billing resolution, and etc.

Proposal Format

Each proposer shall at a minimum submit their response to the questions on the attached questionnaire, shall explain their approach to the statement of work, and indicate how each criterion is met.

Proposal Evaluation Criteria

The following criteria and relative points shall be utilized to evaluate each proposal and determine the offer that is most advantageous to the county,

- 15- Knowledge of and proximity to Warren County
- 15- Responses to Questionnaire
- 20- Thoroughness and Understanding of Scope of Work
- 10- Related experience with Government Entities

- 10- Price Proposal
- 10- Reference
- 10- Consultant should demonstrate a comprehensive understanding of health insurance options available.
- 10- Ability and willingness to be innovative and explore nontraditional solutions to providing quality, affordable health care coverage.

Selection Process

The Warren County Board of Commissioners will appoint a selection committee to review all of the proposals. The proposals shall be opened in a manner that prevents the disclosure of the contents of competing offers to competing offerors. The selection committee shall review the proposals, evaluate and rank the pursuant to the above evaluation criteria and stated relative points. The selection committee, if necessary, may conduct discussions with offerors for the purpose of ensuring full understanding of, and responsiveness to, the requirements specified in the request for proposals, and shall not disclose any information derived from proposals submitted by competing offerors during those discussions. If any discussions are held, any adjustments to rankings may be made based on those discussion conducted pursuant to R.C. 307.862(A)(9).

After ranking each proposal using the criteria and relative points stated above, the selection committee will notify the Warren County Board of Commissioners of the top ranked firm. The Warren County Board of Commissioners may then authorize the negotiation of a contract with the one offeror who submits the proposal that is determined to be the most advantageous.

Submission Requirements

Please submit two (2) copies of the proposal along with your responses to the attached questionnaire no later than July 31, 2019 by 4:30 p.m. to the following location:

**Warren County Office of Management & Budget
406 Justice Drive
Lebanon, Ohio 45036
Attn: Tammy Whitaker**

Please Note: Proposals must be marked on the outside of the envelope, Health Insurance Consulting Proposal.

Contact:

If you have any questions or need additional information regarding this Request for Proposal, please feel free to contact Tammy Whitaker, Employee Benefits & Risk Manager at 513-695-1324.

Miscellaneous Terms and Conditions:

Warren County reserves the right to reject any proposals in which the offeror takes exception to any terms and conditions of this request for proposals [hereinafter "RFP"], or fails to meet the terms and conditions of this RFP, including but not limited to, the standards, specifications, and requirements specified in this RFP, or submits prices that the contracting authority considers to be excessive, compared to existing market conditions, or determines exceed the available funds of the contracting authority.

Warren County reserves the right to reject, in whole or in part, any proposal that Warren County has determined, using the evaluation criteria stated above, would not be in the best interest of Warren County.

Warren County may conduct discussions with offerors who submit proposals for the purpose of clarifications or corrections regarding a proposal to ensure full understanding of, and responsiveness to, the requirements specified in this RFP.

In order to ensure fair and impartial evaluation, proposals and any documents or other records related to a subsequent negotiation for a final contract that would otherwise be available for public inspection and copying under R.C. 149.43 shall not be available until after the award of the contract.

An offeror may withdraw the offeror's proposal at any time prior to the award of a contract. Warren County may terminate negotiations with an offeror at any time during the negotiation process if the offeror fails to provide the necessary information for negotiations in a timely manner or fails to negotiate in good faith. If Warren County terminates negotiations with an offeror, Warren County shall negotiate with the offeror whose proposal is ranked the next most advantageous to Warren County.

Warren County may cancel or reissue this RFP if the services offered through all of the proposals submitted to Warren County are not in compliance with the requirements, specifications, and terms and conditions set forth in this RFP, or if the prices submitted by the offerors are excessive compared to existing market conditions or if they exceed the available funds of Warren County, or if Warren County determines that award of a contract would not be in the best interest of the county.

Questionnaire

Please submit your response to the following with your proposal.

1. Is your firm licensed in the State of Ohio?

2. Provide four references; include contact name, address and phone number.

3. What is the size of your employee benefit division and how many years of experience does your firm have?

4. How many individuals would be assigned to our account, and describe their qualifications, certifications and experience? Who would be our main contact?

5. How many clients with similar size to Warren County do you serve? Are these clients self-insured or fully-insured? Are these clients private or public employers?

6. What is your experience with self-funded plans?

7. What is your experience with public employers?

8. With the cost of healthcare expected to rise, what would your company do to help maintain the out-of-pocket expenses to our employees and control cost for Warren County? Provide an example of actual cost savings obtained utilizing this strategy.

9. Outline the specific services your firm will provide for Warren County in the following areas:

Price negotiations with insurance carriers?

Plan Designs?

Actuary Services?

Cost/Trend Analysis? Please provide a snapshot of your company's data dashboard used to analyze cost/trend data.

Enrollment Meetings?

Employee Communications?

Claims intervention/billing resolution?

Web-site resources?

HIPAA, ACA compliance plus future legislative changes?

10. Please explain the compensation structure and the estimated cost your firm would charge to perform brokerage services for Warren County.

11. What additional services can your firm provide for Warren County and what cost would be associated with them?

Criteria and Possible Points:	Offeror	Offeror	Offeror	Offeror	Offeror
15 – Knowledge of and proximity to Warren County					
15 – Responses to Questionnaire					
20 – Thoroughness and Understanding of Scope of Work					
10 – Related experience with government entities					
10 – Price Proposal					
10 – References					
10 – Comprehensive understanding of health insurance options					
10 – innovation in providing affordable health care coverage					
Total out of possible 100 Points:					

Resolution

Number 19-0857

Adopted Date July 09, 2019

AUTHORIZE PUBLICATION OF A NOTICE OF PUBLIC REVIEW FOR WARREN COUNTY'S CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT (CAPER) RELATIVE TO THE WARREN COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM ENTITLEMENT PROGRAM

WHEREAS, Community Development Block Grant (CDBG) Entitlement Communities are required to annually develop a CAPER, which reviews the activities, accomplishments, and expenditures of HUD Entitlement Program funds;; and

WHEREAS, each entitlement community is required to give citizens an opportunity to comment on said CAPER;

NOW THEREFORE BE IT RESOLVED, to authorize and direct the Clerk to publish a Notice of Public Review for Warren County's CAPER for Program Year 2018 relative to the Community Development Block Grant (CDBG) Entitlement Program; said publication to appear in Today's Pulse newspaper on July 7, 2019.

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

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

Resolution adopted this 9th day of July 2019.

BOARD OF COUNTY COMMISSIONERS


Laura Lander, Deputy Clerk

/sm

cc: OGA (file)

Resolution

Number 19-0858

Adopted Date July 09, 2019

WAIVE WATER TAP-IN FEES AND SEWER CONNECTION FEES FOR THE DEERFIELD TOWNSHIP TOWNSHIP'S KINGSWOOD CIVIC CAMPUS

WHEREAS, Deerfield Township, for the health, welfare, and benefit of Township and County residents, is constructing township offices and facilities at their Kingswood Civic Campus located at 4188 Irwin-Simpson Road, with the planned improvements consisting of a Community Farmers Market, Administrative Offices, Sheriff Office, and Public Work Buildings; and

WHEREAS, the aforementioned planned improvements to the Kingswood Civic Campus will receive water and sewer service from the Warren County Water and Sewer Department through the installation of water meter(s) and sewer connection lateral(s); and

WHEREAS, the Deerfield Township Trustees have requested the waiver of water tap-in fees and connection fees; and

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

NOW THEREFORE BE IT RESOLVED:

1. That the water tap-in fees and sewer connection charges at Deerfield Township's Kingswood Civic Campus are hereby waived;
2. That the following fees shall be applicable to Deerfield Township:

Water Meter Set or Connection Fees	to be determined based on meter size
Water Inspection Fee	\$80
Sewer Inspection Fee	\$80
3. That the Deerfield Township Trustees shall be responsible for all costs associated with the construction of the water and sewer service from the County's existing water and sewer mains to the proposed facilities.
4. That all work must be inspected by a representative of the Warren County Water and Sewer Department.
5. That the property owner shall comply with all backflow prevention requirements of Warren County.

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

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

Resolution adopted this 9th day of July 2019.

BOARD OF COUNTY COMMISSIONERS


Laura Lander, Deputy Clerk

cc: Water/Sewer (file)
Deerfield Township (file)

Resolution

Number 19-0859

Adopted Date July 09, 2019

AUTHORIZE REQUEST FOR PROPOSALS FOR INTERNET SERVICE BANDWIDTH AND BGP UPGRADE FOR THE WARREN COUNTY TELECOMMUNICATION DEPARTMENT

BE IT RESOLVED, to advertise for Request for Proposals for Internet Service Bandwidth and BGP Upgrade for the Warren County Telecommunications Department; and

BE IT FURTHER RESOLVED, to advertise said Request for Proposals in a newspaper of general circulation, two (2) times beginning the week of July 14, 2019 and for two consecutive weeks on the County website; the deadline for the receipt of proposals is 12:00 p.m. on July 30, 2019.

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

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

Resolution adopted this 9th day of July 2019.

BOARD OF COUNTY COMMISSIONERS



Laura Lander, Deputy Clerk

KH/

cc: Telecom (file)
OMB Bid file

Resolution

Number 19-0860

Adopted Date July 09, 2019

ADVERTISE FOR BIDS FOR THE WARREN COUNTY EVENT CENTER PAVING PROJECT

BE IT RESOLVED, to advertise for bids for the Warren County Event Center Paving Project for the Warren County Agricultural Society; and


BE IT FURTHER RESOLVED, to advertise said bid for one (1) week in a newspaper of general circulation and for two consecutive weeks on the County Internet Website, beginning the week of July 21, 2019; bid opening to be August 6, 2019 @ 9:00 a.m.

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

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

Resolution adopted this 9th day of July 2019.

BOARD OF COUNTY COMMISSIONERS



Laura Lander, Deputy Clerk

KH\

cc: Fairgrounds (file)
OMB Bid file

Resolution

Number 19-0861

Adopted Date July 09, 2019

ADVERTISE FOR BIDS FOR THE LILY DRIVE BRIDGE #1023-0.17 REPLACEMENT PROJECT

BE IT RESOLVED, to advertise for bids for the Lily Drive Bridge #1023-0.17 Replacement Project for the County Engineer; and


BE IT FURTHER RESOLVED, to advertise said bid for one (1) week in a newspaper of general circulation and for two consecutive weeks on the County Internet Website, beginning the week of July 21, 2019; bid opening to be August 6, 2019 @ 9:30 a.m.

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

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

Resolution adopted this 9th day of July 2019.

BOARD OF COUNTY COMMISSIONERS


Laura Lander, Deputy Clerk

KH\

cc: Engineer (file)
OMB Bid file

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 19-0862

Adopted Date July 09, 2019

AUTHORIZE PRESIDENT OF THE BOARD TO SIGN SETTLEMENT AGREEMENT
RELATIVE TO CASE NO. 1:18-CV-179 RELATIVE TO WARREN COUNTY CHILDREN
SERVICES

BE IT RESOLVED, to authorize the President of the Board to sign a settlement agreement
relative to Case #. 1:18-CV-179 relative to Warren County Children Services; said agreement
attached hereto and made a part hereof.

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

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

Resolution adopted this 9th day of July 2019.

BOARD OF COUNTY COMMISSIONERS



Laura Lander, Deputy Clerk

/to

cc: C/A—Warren County Children Services (file)
Litigation file
Kathryn Horvath

Resolution

Number 19-0863

Adopted Date July 09, 2019

AUTHORIZING COUNTY PROSECUTOR TO FILE JOINT APPLICATION WITH THE COURT OF COMMON PLEAS FOR APPOINTMENT OF SPECIAL LEGAL COUNSEL RELATIVE TO PENDING LITIGATION AGAINST JUDGE ROBERT W. PEELER IN HIS CAPACITY AS JUDGE OF WARREN COUNTY COMMON PLEAS COURT, AND AUTHORIZING PRESIDENT OF THE BOARD TO EXECUTE SAID APPLICATION

WHEREAS, a Complaint for Writ of Prohibition has been filed in the 12th District Court of Appeals naming Judge Robert W. Peeler as the Respondent; and

WHEREAS, the Warren County Prosecutor is statutory legal counsel for judges of the Warren County Common Pleas Court, and there exists a conflict of interest that prevents the Warren County Prosecuting Attorney from fully defending the litigation described above; and

WHEREAS, pursuant to Ohio Rev. Code § 305.14(A), upon the joint application of the prosecuting attorney and the board of county commissioners to the court of common pleas, the court of common pleas may authorize the board to employ special legal counsel to assist the prosecuting attorney, the board, or any other county officer in any matter of public business coming before such board or officer, and in the prosecution or defense of any action or proceeding in which such board or officer is a party or has an interest, in its official capacity; and

WHEREAS, Assistant Butler County Prosecutor, John Michael Greer, Reg. No. 0084352, has agreed to serve as special counsel, and as Mr. Greer is currently employed by Butler County, Ohio, no fees will be necessary, other than mileage and ordinary and necessary expenses;

NOW THEREFORE BE IT RESOLVED, that the Board hereby authorizes the County Prosecutor to file a joint application with the Court of Common Pleas for the appointment of special legal counsel to represent Judge Robert W. Peeler in the lawsuit filed in the 12th District Court of Appeals captioned *State of Ohio, ex rel., Jamie Suwalski v. Judge Robert Peeler*, case number 2019-05-053; and

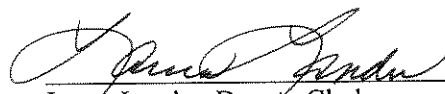
BE IT FURTHER RESOLVED that the Board President is hereby authorized to execute the application for appointment of special legal counsel, a copy of which is attached hereto.

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

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

Resolution adopted this 9th day of July 2019.

BOARD OF COUNTY COMMISSIONERS



Laura Lander, Deputy Clerk

**STATE OF OHIO, WARREN COUNTY
IN THE COURT OF COMMON PLEAS
GENERAL DIVISION**

IN RE: APPLICATION FOR APPOINTMENT OF SPECIAL LEGAL COUNSEL IN THE MATTER OF STATE OF OHIO, ex rel., SUWALSKI vs. JUDGE PEELER	: : : : : : :	Case No. _____ APPLICATION FOR APPOINTMENT OF SPECIAL COUNSEL PURSUANT TO R.C. § 305.14
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Now comes DAVID P. FORNSHELL, Warren County Prosecuting Attorney, and the Warren County Board of County Commissioners (herein jointly referred to as “Applicants”), pursuant to R.C. 305.14, and hereby respectfully request an Order from this Court appointing special legal counsel due to a conflict of interest of the Applicant Warren County Prosecuting Attorney, to represent the Honorable Robert W. Peeler, Judge of the Warren County Court of Common Pleas, a county officer for which the Warren County Prosecuting Attorney serves as statutory legal adviser, in the case of *State of Ohio, ex rel., Jamie Suwalski v. Judge Robert Peeler*, a Complaint for Writ of Prohibition, now pending before the Court of Appeals of Warren County, Ohio, Twelfth Appellate District, Case No. 2019-05-053.

Applicants further move the Court to appoint as special legal counsel Assistant Butler County Prosecutor, John Michael Greer, Reg. No. 0084352. Because Mr. Greer is currently employed by Butler County, no fees will be necessary, other than mileage and ordinary and necessary expenses. The following memorandum is offered in support hereof.


MEMORANDUM

Pursuant to R.C. 309.09(A), the county prosecuting attorney serves as statutory legal advisor to the board of county commissioners and all other county officers and boards, and “shall

prosecute and defend all suits and actions that any such officer * * * is a party, and no county officer may employ any other counsel or attorney at the expense of the county, except as provided in [R.C. 305.14.]” In the event of a conflict of interest involving matters other than potential crimes, the prosecuting attorney and the board of county commissioners must file a joint application with the court of common pleas to appoint special legal counsel to assist the prosecuting attorney in any matter of public business coming before the board or officer, or in the prosecution or defense of any action or proceeding in which such board or officer is a party or has an interest, in its official capacity. R.C. 305.14(A).

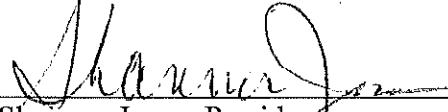
Applicants submit that they have been notified of the case of *State of Ohio, ex rel., Jamie Suwalski v. Judge Robert Peeler*, a Complaint for Writ of Prohibition, now pending before the Court of Appeals of Warren County, Twelfth Appellate District Case No. 2019-05-053. Judge Peeler is a Warren County official for whom the Warren County Prosecuting Attorney serves as legal advisor in accordance with R.C. 309.09. The Warren County Prosecuting Attorney is unable to fully defend the action pending against Judge Peeler because of a conflict of interest with the party bringing the action. Accordingly, Applicants request this Court to grant an order appointing special legal counsel.

Respectfully submitted,


DAVID P. FORNSHELL (0071582)
WARREN COUNTY PROSECUTOR
Warren County Prosecutor's Office
570 Justice Drive
Lebanon, OH 45036
(513) 695-1325
(513) 695-2962 (fax)

Respectfully Submitted,

WARREN COUNTY BOARD OF
COUNTY COMMISSIONERS:



Shannon Jones, President

Resolution No. 19-0863

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 19-0864

Adopted Date July 09, 2019

APPROVE LEASE AGREEMENTS WITH OHIO DEPARTMENT OF PUBLIC SAFETY
RELATIVE TO 19 DAVE AVENUE LEBANON OHIO

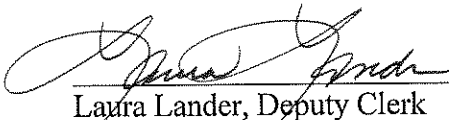
BE IT RESOLVED, to approve and enter into lease agreements with Ohio Department of Public Safety relative to the Deputy Registrar Office and Driver Exam Station located at 19 Dave Avenue, Lebanon, Ohio; copy of said agreements hereto and made a part hereof.

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

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

Resolution adopted this 9th day of July 2019.

BOARD OF COUNTY COMMISSIONERS



Laura Lander, Deputy Clerk

/to

cc: C/A—Ohio Department of Public Safety (Ohio BMV)
Commissioners file
OMB

ADDENDUM NO. 1 TO LEASE

It is hereby mutually agreed by and between

Warren County Board of Commissioners

as **Lessor**, and

Ohio Department of Public Safety

as **Lessee**, that effective July 1, 2019, a certain lease entered into as of July 1, 2017, covering 1,419 square feet of office space and described as:

Ohio Bureau of Motor Vehicles
Lebanon Driver Exam Station
19 Dave Avenue, Unit C
Lebanon, OH 45036

be amended as follows:

Article II. Add: The lease will extend for an additional term beginning July 1, 2019 through June 30, 2021.

The annual rental rate will remain at \$12,061.50 during the next renewal period.

Renewal Period	Cost per Sq. Ft.	Yearly Rent	1 st Quarter Rental Amount	2 nd , 3 rd and 4 th Quarters Rental Amount
7-1-2019 to 6-30-2021	\$8.50	\$12,061.50	\$3,015.39	\$3,015.37

Article II. Delete: Rental invoices should be sent in quarterly (*1st quarter July-September; 2nd quarter October-December; 3rd quarter January-March; 4th quarter April-June*) based on the amounts listed in the following table. Invoices shall be presented from the 10th through the 15th day of the first month of the quarter for payment by the 15th day of the 2nd month. In the event that the invoices are not presented from the 10th through the 15th of the first month, the Lessee will make payment on the invoices within thirty (30) days of receipt of a proper invoice.

All rental invoices should be sent to:

Ohio Shared Services
P.O. Box 182880
Columbus, OH 43218-2880
1-877-644-6771
Invoices@ohio.gov

Add: On the first month of each **quarter**, the BMV will present an invoice directly to Ohio Shared Services for the quarterly payment.

All other terms and conditions of the lease will remain the same.

LESSOR

Witnesses as to Lessor:

[Signature]
Name: Laura Lander
[Signature]
Name: Kiana Hawk

[Signature]
Name: Laura Lander
[Signature]
Name: Kiana Hawk

[Signature]
Name: Laura Lander
[Signature]
Name: Kiana Hawk

Warren

~~Warren~~ COUNTY COMMISSIONERS:

BY: [Signature]
Name: Shannon Jones (1)
Title: President
Date: 7/9/19

BY: [Signature]
Name: David b Young (2)
Title: Vice President
Date: 7/9/19

BY: [Signature]
Name: Tom Grossmann (3)
Title: member
Date: 7/9/19

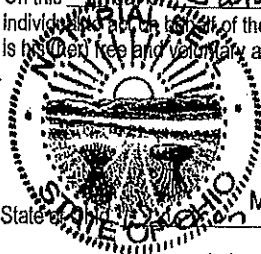
APPROVED AS TO FORM

[Signature]
Adam M. Nice (1)
Asst. Prosecuting Attorney

ACKNOWLEDGMENT BY THE LESSOR

State of Ohio, Warren County, ss:

On this 9 day of July, 2019, before me personally appeared Shannon Jones known to be the authorized individual to act on behalf of the Lessor, who acknowledged that (s)he executed the foregoing Lease on behalf of the Lessor and that the same is his/her free and voluntary act and deed, and that (s)he is duly authorized to enter into this Lease.



LAURA K. LANDER
NOTARY PUBLIC
STATE OF OHIO
Recorded in
Warren County
My Comm. Exp. 12/26/2022

[Signature]
Notary Public, State of: Ohio
My Commission Expires: 12/26/2022 (2)

On this 9 day of July, 2019, before me personally appeared David b Young known to be the authorized individual to act on behalf of the Lessor, who acknowledged that (s)he executed the foregoing Lease on behalf of the Lessor and that the same is his/her free and voluntary act and deed, and that (s)he is duly authorized to enter into this Lease.



LAURA K. LANDER
NOTARY PUBLIC
STATE OF OHIO
Recorded in
Warren County
My Comm. Exp. 12/26/2022

[Signature]
Notary Public, State of: Ohio
My Commission Expires: 12/26/2022 (3)

On this 9 day of July, 2019, before me personally appeared Tom Grossmann known to be the authorized individual to act on behalf of the Lessor, who acknowledged that (s)he executed the foregoing Lease on behalf of the Lessor and that the same is his/her free and voluntary act and deed, and that (s)he is duly authorized to enter into this Lease.



LAURA K. LANDER
NOTARY PUBLIC
STATE OF OHIO
Recorded in
Warren County
My Comm. Exp. 12/26/2022

[Signature]
Notary Public, State of: Ohio
My Commission Expires: 12/26/2022

OHIO DEPARTMENT OF PUBLIC SAFETY

By: _____
Thomas J. Stickrath, Director
Ohio Department of Public Safety

Date: _____

ADDENDUM NO. 1 TO LEASE

It is hereby mutually agreed by and between

Warren County Board of Commissioners

as **Lessor**, and

Ohio Department of Public Safety

as **Lessee**, that effective July 1, 2019, a certain lease entered into as of July 1, 2017, covering 1,638 square feet of office space and described as:

Ohio Bureau of Motor Vehicles
Lebanon Deputy Registrar License Agency
19 Dave Avenue, Unit B
Lebanon, OH 45036

be amended as follows:

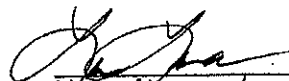
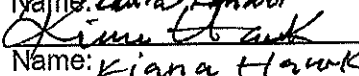
Article II.	<u>Add:</u>	The lease will extend for an additional term beginning July 1, 2019 through June 30, 2021.
		The annual rental rate will remain at \$13,923.00 or \$1,160.25 a month during the next renewal period.

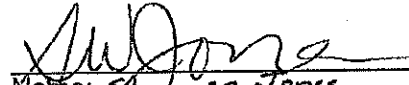
All other terms and conditions of the lease will remain the same.

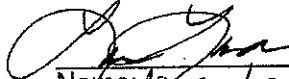
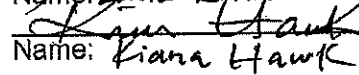
LESSOR

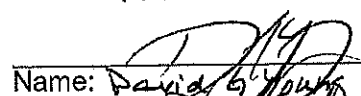
Witnesses as to Lessor:

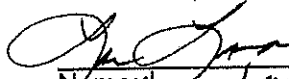
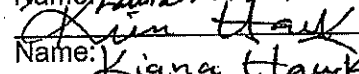
WARREN COUNTY BOARD OF COMMISSIONERS:

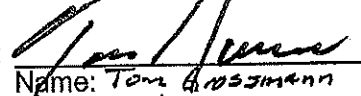

 Name: Laura Lander

 Name: Kiana Hawk

BY: 
 Name: Shannon Jones (1)
 Title: President
 Date: 7/19/19

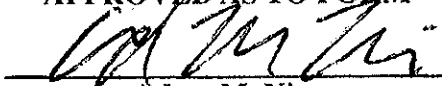

 Name: Laura Lander

 Name: Kiana Hawk

BY: 
 Name: David G. Young (2)
 Title: Vice President
 Date: 7/19/19


 Name: Laura Lander

 Name: Kiana Hawk

BY: 
 Name: Tom Grossmann (3)
 Title: Member
 Date: 7/19/19

APPROVED AS TO FORM


 Adam M. Nice
 Asst. Prosecuting Attorney

ACKNOWLEDGMENT BY THE LESSOR

State of Ohio, Warren County, ss: (1)

On this 9 day of July, 2019, before me personally appeared Sharon Jones known to be the authorized individual to act on behalf of the Lessor, who acknowledged that (s)he executed the foregoing Lease on behalf of the Lessor and that the same is his (her) free and voluntary act and deed, and that (s)he is duly authorized to enter into this Lease.



LAURA K. LANDER
NOTARY PUBLIC
STATE OF OHIO
Recorded in
Warren County
My Comm. Exp. 12/26/2022

[Signature]
Notary Public, State of: Ohio
My Commission Expires: 12/26/2022

State of Ohio, Warren County, ss: (2)

On this 9 day of July, 2019, before me personally appeared David G Young known to be the authorized individual to act on behalf of the Lessor, who acknowledged that (s)he executed the foregoing Lease on behalf of the Lessor and that the same is his (her) free and voluntary act and deed, and that (s)he is duly authorized to enter into this Lease.



LAURA K. LANDER
NOTARY PUBLIC
STATE OF OHIO
Recorded in
Warren County
My Comm. Exp. 12/26/2022

[Signature]
Notary Public, State of: Ohio
My Commission Expires: 12/26/2022

State of Ohio, Warren County, ss: (3)

On this 9 day of July, 2019, before me personally appeared Tom Grossmann known to be the authorized individual to act on behalf of the Lessor, who acknowledged that (s)he executed the foregoing Lease on behalf of the Lessor and that the same is his (her) free and voluntary act and deed, and that (s)he is duly authorized to enter into this Lease.



LAURA K. LANDER
NOTARY PUBLIC
STATE OF OHIO
Recorded in
Warren County
My Comm. Exp. 12/26/2022

[Signature]
Notary Public, State of: Ohio
My Commission Expires: 12/26/2022

LESSEE
OHIO DEPARTMENT OF PUBLIC SAFETY

By: _____
Thomas J. Stickrath, Director
Ohio Department of Public Safety

Date: _____

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 19-0865

Adopted Date July 09, 2019

APPROVE AND ENTER INTO A CONTRACT BETWEEN THE WARREN COUNTY COMMISSIONERS AND UNIVERSAL TRANSPORTATION SYSTEMS, LLC ON BEHALF OF THE WARREN COUNTY DEPARTMENT OF HUMAN SERVICES


BE IT RESOLVED, to approve and enter into a Contract with Universal Transportation Systems, LLC on behalf of the Warren County Department of Human Services for Non-Emergency Transportation in the total amount of \$940,067.78, effective July 1, 2019 and ending June 30, 2021; copy of agreement attached hereto and made a part hereof:

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

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

Resolution adopted this 9th day of July 2019.

BOARD OF COUNTY COMMISSIONERS



Laura Lander, Deputy Clerk

cc: c/a—Universal Transportation Systems. LLC
Human Services (file)

COMMUNITY NON-EMERGENCY TRANSPORTATION CONTRACT

This Vendor Contract, made and entered into on July, 9, 2019, by and between the Warren County Board of County Commissioners, on behalf of the Warren County Job and Family Services, Division of Human Services (hereinafter referred to as WCDJFS) with offices located at 416 South East Street, Lebanon, Ohio 45036 and Universal Transportation Systems, LLC, 9900 Princeton Glendale Road, Suite 201, West Chester, Ohio 45246 (hereinafter referred to as Provider), a provider of transportation services.

A Request for Proposal was issued via Resolution 19-0487 on April 23, 2019 (Exhibit C). An evaluation was completed for each proposal submitted and scored based on the requirements set forth in the RFP (Exhibit D). Universal Transportation Systems, LLC was select as the provider for NET Transportation Services.

“Non-Emergency Transportation (NET) is a program administered by the Warren County Job and Family Services, Division of Human Services to provide transportation to and from medical providers who meet provider participation requirements in accordance with Chapter 5160-15 of the Administrative Code and who provide Medicaid covered services defined as reimbursable services in accordance with Chapters 5160-1. WCDJFS is required to adequately ensure transportation for Medicaid eligible consumers whose transportation cannot be provided or arranged through other modes of transportation that addresses the consumer’s medical conditions and timeliness concerns and only to Medicaid covered services that are within the consumer’s community as defined in Rule 5160-15 of the Administrative Code, unless the specific service is not available within the community.

The purpose of this Vendor Contract is to establish the terms, conditions and requirements governing the administration and use of the funding received by or used by the Provider pursuant to this agreement. Therefore, the terms of this Vendor Contract are as follows:

1. **Purchase of Services:** Subject to terms and conditions set forth in this Contract, and any attached exhibits, WCDJFS agrees to purchase from and the Provider agrees to provide to eligible individuals for the Non-Emergency Transportation Program those specific services detailed in this Contract.
2. **Contract Period:** This contract will be effective from July 1, 2019 thru and including June 30, 2021, inclusive, unless otherwise terminated, but may be **extended** through June 30, 2022, if all parties agree and with Resolution passed by the Warren County Commissioners. This Contract must coincide with the State Fiscal Year.
3. **Availability of Funds:** This Contract is conditioned upon the availability of Federal, State and local funds which are appropriated or allocated for WCDJFS use. This Contract may be terminated immediately in the event there is a loss of funding. WCDJFS shall notify Provider at the earliest possible time of any of any service that may be affected by a shortage of funds. If funds are reallocated in lesser quantities than the initial allocation, WCDJFS may reduce the scope of services purchases and/or total Contract dollars. No penalty shall apply to WCDJFS in the event this provision is exercised. WCDJFS shall not be obligated nor liable for any future payments incurred by the Provider after the date of termination. The Provider shall be given a thirty (30) day notice prior to termination or reduction.
4. **Cost and Delivery of Services to be Performed by the Provider for NET and TIP Programs:** Subject to terms and conditions set forth in this Contract, the Provider agrees to comply with terms of the Contract and provide the following services:
 - a. Provider agrees to furnish transportation twenty-four (24) hours per day, seven (7) days per week, three-hundred sixty-five (365) days per year from any point within Warren County to any other destination within Warren County or to any point within Montgomery, Butler, Clermont, Hamilton, Greene or Clinton Counties.
 - b. Nature of services provided shall include, but is not limited to, trips for ambulatory individuals to dialysis, radiation and chemotherapy. The Non-Emergency Transportation Program assures non-emergency transportation for Medicaid consumers to and from Medicaid Title XIX providers who provide Medicaid reimbursable services if consumers are not eligible for other transportation services.

- c. Provider agrees to furnish equipment such as wheel chair access, infant seats, vans, cars or buses as required by Federal and State regulations.
- d. Provider shall provide door to door services to WCDJFS program participants receiving services under the Therapeutic Interagency Preschool (TIP) Program.
- e. Provider shall transport program participants to and from destinations within Warren County based on an establish route for transport of the TIP participants for both the morning session and afternoon session.
- f. Provider its agents and employees shall comply with all Federal and State laws applicable to WCDJFS.
- g. Provider shall guarantee transportation services be delivered in a timely, courteous and professional manner, adhering to or exceeding standards and acceptable practices to the transportation industry and in accordance to the provisions contained herein.
- h. Provider shall not transport any minor child without an accompanying adult.
- i. In the event of inclement weather Provider may cancel or delay transportation services. Provider shall coordinate any cancellations of transportation services for TIP with the Head Start TIP Coordinator. Provider will not be reimbursed for any canceled transportation trips.
- j. In the event of an accident, injury and/or incident, the Provider shall verbally notify the WCCS Early Learning Centers Director and the Director of WCDJFS immediately following any post-accident procedures and shall follow up with the submission of a completed, written report to both the WCDJFS Director and WCCS Early Learning Centers Director within one (1) business day.
- k. Therapeutic Interagency Preschool (TIP) Program and/or participant requirements
 - a. WCDJFS works in conjunction with Warren County Community Services Early Learning Centers, Solutions Community Counseling, and Warren County Children Services to provide TIP services to approved children. A child's enrollment in the TIP program is verification of authorization for transportation services.
 - b. Provider shall provide group transportation via a bus provided by Warren County Community Services Early Learning Centers but utilized by UTS staff for the TIP program.
 - i. Drivers would be required to have a CDL with a School Bus endorsement,
 - ii. The buses hold 35 passengers each,
 - iii. One bus will be utilized to transport the TIP enrolled children to and from school that are registered in the morning session and the second bus will transport the TIP enrolled children to and from school that are registered for the afternoon session.
- l. Provider shall provide door-to-door transportation to TIP participants.
- m. TIP program participants are required to have an additional adult person (TIP attendant) on board at-all-times. It is the responsibility of WCCS Early Learning Centers to supply TIP Attendant(s) for TIP transportation. The TIP Attendant shall be on the bus prior to any TIP program participants. The TIP attendant shall be billed as a regular scheduled TIP transportation participant and should not be billed separately from this contract.
- n. TIP program participants may be combined with other TIP program participants but shall not be combined with program participants from any other program.
- o. WCDJFS will be responsible for providing UTS with the TIP Transportation routing information. WCDJFS will work with the Provider to implement the most efficient way to schedule the TIP Transportation Route. Provider shall obtain direct authorization from WCDJFS for any TIP transportation scheduled for a pick-up/drop-off outside of Warren County.
- p. Provider shall bill WCDJFS for TIP Transportation Services in a separate invoice from other NET Transportation Services but should submit the invoices to WCDJFS on the same schedule (monthly billing).
- q. Warren County Community Services Early Learning Centers will provide a copy of all annual inspections for the 2 buses being used for the program to both WCDJFS and the Provider.

FEE SCHEDULE

The fee accrual will be at a per mile basis at the rate resulting in lowest cost to WCDJFS. The following guidelines must be followed (Exhibit A):

	2019-2020	2020-2021
Cost Per One-Way Trip	\$32.54	\$32.54
Projected Annual Number of One-Way Trips	10,000	10,000
Incremental Cost Per Mile for Trips with Mileage in Excess of 20 Miles	\$1.35	\$1.35
Projected Annual Additional Mileage for Trips in Excess of 20 Miles	13,440	13,440
Total Transportation Costs	\$343,533.89	\$343,533.89
Therapeutic Interagency Preschool Program (TIP) Total Units of Services Provided	460	460
Therapeutic Interagency Preschool Program (TIP Total Unit cost per route per day	\$275.00	\$275.00
TIP Total Annual Costs	\$126,500	\$126,500
Annual Transportation Costs	\$470,033.89	\$470,033.89

**WCDJFS will not be billed for consumer 'no shows'.

**The unit costs for the TIP Program is based on UTS historical direct and indirect costs based upon the number of trips and historical costs. The number of trips represent estimated daily round trips multiplied by number of buses operated. Budget is based on 2 school buses operating 46 weeks at 5 round trips per week for a total of 460 trips for the contract period. Exhibit B provides a breakdown of the unit cost per route per day budget.

Vehicle Expenses and Liability Coverage

Included in the Total Program Cost/Total Units of Services is travel costs which include; fuel costs, vehicle repair and maintenance costs and auto liability cost for the services attributed to this contract. UTS will use vehicles provided by the Warren County Community Services Early Learning Centers (Exhibit B).

Liability insurance which is required under this contract represents expenses not directly related to vehicle liability. Exhibit A outlines these expenses. Exhibit A includes the Certificate of Liability Insurance submitted by the Providers proposal.

ADDITIONAL PROVIDER REQUIREMENTS

- A. Provider shall provide drivers, vehicles, maintenance, etc., to provide proper and adequate transportation in accordance with State, Federal and local laws and regulations for clients to and from designated locations. Such transportation shall be available by Provider during the term of this Contract twenty-four (24) hours per day, three hundred sixty-five (365) days per year.
- B. Provider will provide quality service with a guarantee of a high degree of regularity and on time performance in route schedules, positive, courteous and professional drivers, ability to facilitate changes in routes, scheduling and dismissal times, etc.

- C. Provider will provide control of all route-making functions including but not limited to estimated client pick up times, the order in which clients are picked up and dropped off, etc., under the guidelines of the needs of the individual's transportation request.
- D. All vehicles and equipment utilized by Provider shall conform to the applicable safety standards prescribed by the State of Ohio. Vehicles will be safe, equipped with the appropriate safety restraining devices and equipment and must have regular preventative maintenance.
- E. Provider will have available back-up vehicles for immediate dispatch in event of a breakdown or accident.
- F. Provider's vehicles shall display the company logo and all drivers shall carry identification which identifies them as authorized operators.
- G. Provider will conduct the follow pre-hiring screening;
 - a. FBI/BCII Fingerprint Background Check,
 - b. Driver's identity is screened by Abuse Registry, Nurse Aide Registry, Sex/Child Offender, Systems for Award Management, and Incarcerated Offenders.
 - c. Ohio Central Registry Database.

PAYMENT FOR PURCHASED SERVICES

Reimbursement under this Contract will be on a cost reimbursement method. The Provider will submit by the tenth (10th) working day of the month following the month the services were provided, an itemized statement which includes but is not limited to the participant's name, date(s) of service, description of services including trip destination, fee for services along with the sign off sheets signed by the participant to verify that the service for which WCDJFS is being billed has been provided. If WCDJFS determines additional information is needed to verify actual billing, same may be requested for any invoice received from Provider. Reimbursement to Provider will be within 30 days from receipt of a correct invoice.

The invoices submitted are subject to adjustment by the WCDJFS before such payment is made in order to adjust for mathematical errors, incorrect rates or non-covered services. The invoices are subject to audit by appropriate State, Federal and/or local officials or an independent audit. The total cost of services billed for contracted period shall not exceed \$470,033.89 per contract year, unless otherwise authorized through formal amendments. Provider shall submit separate invoices for the Non-Emergency Transportation Program and the Therapeutic Interagency Preschool (TIP) Program.

Provider warrants that the following unallowable costs were not included in determining the rate of payment and that these costs will not be included in any invoice submitted for payment: bad debts, bonding costs, contingencies, contributions or donations, entertainment costs, costs of alcoholic beverages, goods or services for personal use, fines, penalties, and miss-charging costs, gains and losses on disposition or impairment of depreciable or capital assets, interest and other financial costs, losses on other contracts, organizational cost, costs related to legal and/or other proceedings, goodwill, asset valuation resulting from business combinations, legislative lobbying costs and durable equipment.

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

Duplicate Billing: Provider certifies that the services being purchased by WCDJFS are not available on a non-reimbursable basis. The Provider warrants that claims made to WCDJFS for payment for services provided shall be for actual services rendered and do not duplicate claims made by Provider to other funding sources for the same services and that Provider warrants that claim made to WCDJFS for payment for services provided are for eligible individuals who are not eligible for payment from another source.

ELIGIBILITY FOR SERVICES

Universal Transportation Systems will conduct eligibility for clients requesting transportation under the Non-Emergency Transportation System. Universal Transportation Systems will utilize the MITS System to verify eligibility. All individuals served must be Medicaid eligible consumers at the time the transportation is provided. Transportation covered under the NET Program must be provided only to and from Medicaid Title XIX providers providing Medicaid reimbursable services within the consumer's community unless the Medicaid reimbursable services is not available in his/her community with community being defined as Warren County for the NET program purposes.

1. **Scheduling:** Clients will be scheduled directly with the Universal Transportation Systems Call Center.
2. **Availability and Retention of Records:** Provider shall maintain accurate records, reports, payrolls, etc., which sufficiently and properly reflect all costs of any nature incurred by the Provider in the performance of this Contract. All records relating to the services provided and supporting documentation for invoices submitted to WCDJFS by Provider shall be retained and made available by the Provider for audit by WCDJFS, the State of Ohio (including, but not limited to the Ohio Department of Job and Family Services, the Auditor of the State of Ohio, Inspector General or duly appointed law enforcement officials) and agencies of the United States Government for a minimum of three (3) years after payment under this Contract. Provider will assure the maintenance of such records and other documentation in the possession of any third party performing work related to this Contract for alike period of time for a like period of time, unless otherwise directed by WCDJFS (Exhibit D). If any litigation, claim, negotiation, audit or other action involving the records is commenced before expiration of the County Record Retention Rules time period, Provider shall retain the records until completion of the action and all appeals which may arise from it.
3. **Equipment:** No equipment, software, promotional materials, etc., shall be purchased/invoiced by the Provider to WCDJFS.
4. **Assignment and Subcontracting:** When deemed necessary to deliver services of the quantity and quality specified in this Contract, the Provider may subcontract with the written approval of the WCDJFS. All such subcontracts shall be in the same form as this Contract and subject to the same terms, conditions and covenants contained herein. No such subcontracts shall in any case release the Provider of his liability under this Contract. Provider is responsible for making direct payment for such subcontracts. This section does not apply to contracts with interpreters and persons needed to accommodate customers with disabilities.
5. **Responsibility for Audit:** Provider agrees to have conducted an independent audit of expenditures at the cost of the Provider if there is evidence of misuse or improper accounting of claims or substantial errors. Copies of the audit and associated management papers shall be made available to the WCDJFS.
6. **Responsibility for Audit Exceptions:** Provider agrees to accept responsibility for receiving, replying to and/or complying/reimbursing any audit exception identified by appropriate State and/or Federal audit, directly related to the provisions of the Contract. Provider agrees to maintain compliance with Federal, State and local regulations which govern the provision of this service.
7. **Relationship:** Nothing in this Contract is intended to, nor shall be deemed to constitute a partnership, association or joint venture with the Provider in the conduct of the provisions of this WCDJFS. The Provider, agents, and employees of the Provider will act in performance of this Contract in an independent capacity and not as officers or employees or agents of the State of Ohio or the WCDJFS.
8. **Equal Opportunity/Non-discrimination:** Provider and WCDJFS agree that as a condition of this Contract there shall be no discrimination against any client or any employee because of race, color, sex, religion, national origin, disability, or any other factor as specified in Title VI of the Civil Rights Act of 1964 and Executive Order 11246 entitled equal Employment Opportunity as amended by Executive Order 11375 and as supplemented in the

Department of Labor Regulation 41 CFR Part 60. It is further agreed that the Provider will comply with all appropriate Federal and State laws regarding such discrimination and the right to and method of appeal will be made available to all persons served under this Contract. Any agency found to be out of compliance with this paragraph may be subject to investigation by the Office of Civil Rights of the Department of Health and Human Services and to termination of this Contract.

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

ENTIRE CONTRACT

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

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

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

1. **Indemnification:** Provider will defend, indemnify, protect and save WCDJFS harmless from any and all kinds of loss, claims, expenses, causes of action, costs, damages and other obligations, financial or otherwise, arising from (a) negligent, reckless or willful and wanton acts, errors or omissions by Provider, its agents, employees, licensees, contractors or subcontractors; (b) the failure of Provider, its agents, employees, licensees, contractors or subcontractors, to observe the applicable standard of care in providing services pursuant to this Contract; and (c) the intentional misconduct of Provider, its agents, employees, licensees, contracts or subcontracts that result in injury to persons or damage to property.
2. **Insurance:** Provider shall maintain liability insurance in an amount not less than \$1,000,000 for this program. WCDJFS and the Warren County Board of Commissioners shall be named as addition insured and proof of coverage shall be provided to WCDJFS and the Warren County Board of Commissioners prior to the effective date of such change. Such insurance shall be primary to any insurance coverage of WCDJFS or the Warren County Board of Commissioners. (Exhibit A)

NOTICE

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

Warren County Job and Family Services, Division of Human Services
416 South East Street
Lebanon, Ohio 45036

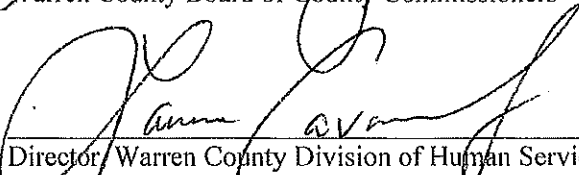
Universal Transportation Systems, LLC
9900 Princeton Glendale Road, Suite 201
West Chester, Ohio 45246

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



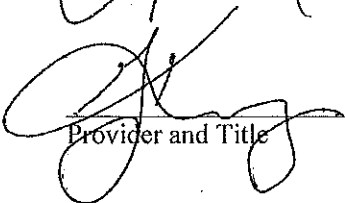
Warren County Board of County Commissioners

7/9/19
Date



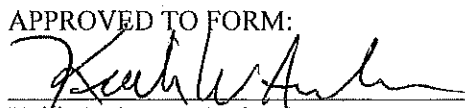
Director, Warren County Division of Human Services

6/25/19
Date

 CEO

Provider and Title

6-25-19
Date

APPROVED TO FORM:


Keith Anderson, Assistant Prosecutor

6-20-19
Date



May 23, 2019

ORIGINAL

WCDJFS Non-Emergency Transportation Services (NET)
Warren county Jobs and Family Services
Division of Human Services
Lauren Cavanaugh, Director
416 S. East Street
Lebanon, OH 45036

Exhibit A

Dear Ms. Cavanaugh,

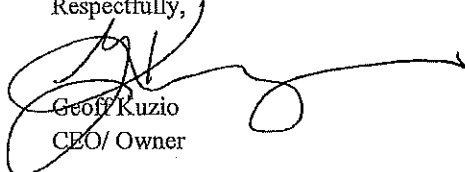
Please find the Universal Transportation Systems, LLC dba UTS' response to your request for proposals for transportation services. We are certain that our comprehensive experience and cost proposal demonstrate our intent to be a cost efficient, professional, and the quality provider for Warren County. With nearly 40 years of Non-Emergency Medical Transportation (NET) services in Southwest and Central Ohio areas, UTS is uniquely qualified to manage and execute the all of the services and requirements as outlined in this RFP. Per the language in this RFP, UTS has responded with a flat per trip reimbursement rate with a stop loss mileage rate for trips over 20 miles. This is a departure from the previous contracts WCDJFS held with UTS where trips were reimbursed on a "live trip mile" reimbursement rate with a trip minimum. UTS is agreeable to either reimbursement strategy and has built both budget models with the exact same projected total cost for the county. (Only per trip rate budget is detailed here)

UTS continues to make significant investments in updated technologies, fleet, and personnel to better serve WCDJFS and ultimately give your clients the best transportation experience. The new investments are currently fully implemented and include:

- UTS invested in a new corporate headquarters centrally located that has allowed for our continued growth. The 12,000 sq. ft. space was meticulously planned to drive more collaboration between departments to improve communication and transportation outcomes.
- In December 2017 UTS entered into a partnership with Qualtrics, LLC. UTS sends over 7,500 electronic client service surveys weekly to our riders. All WCJFS clients will receive surveys asking them about their experience with our staff, our timeliness, our drivers and our vehicles. The dashboard is updated in real time and WCDJFS will have access to monthly reports.
- In May 2018 UTS launched Passenger Notifications and Imminent Arrival feature of the Novus TripSpark Software package which contacts each client the day before their next trip with UTS to confirm both the pick-up and drop off times and location. Imminent arrival texts alert the client when the vehicle is 10 minutes away.
- UTS is accelerating our investment in modernizing our fleet. Since August 2017, UTS has replaced 60 older vehicles with new Dodge Grand Caravans and Nissan Sentra's
- UTS recently purchased a new mapping system with improved scheduling capabilities to improve routing and create more accurate scheduled pick up and drop off times, improving customer satisfaction

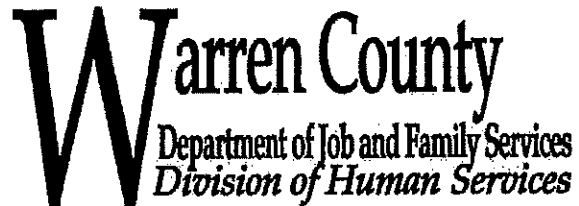
UTS looks forward to continuing to work with you and the ridership of Warren County.

Respectfully,



Geoff Kuzio
CEO/ Owner

ORIGINAL



Offered By
Warren County Job & Family Services
Division of Human Services
416 S. East Street
Lebanon, OH 45036
Lauren Cavanaugh, Director

REQUEST FOR PROPOSALS

Potential Deliverer of Non-Emergency Transportation Services (NET)
for Warren County Medicaid Consumers

The Warren County Department of Job & Family Services (WCDJFS) is seeking proposals for vendors to provide contractual Non-Emergency Transportation (NET) Services to Warren County Medicaid consumers for the State Fiscal Year beginning July 1, 2019 and running through June 30, 2021.

The requirements are listed within this Request for Proposal. WCDJFS will accept proposals at 416 S. East Street, Lebanon, OH 45036 until Friday, May 24, 2019 until 4:00 PM. Late proposals will not be accepted.

Date Issued: April 23, 2019

Date Due: May 24, 2019

I. BACKGROUND & PURPOSE

Warren County Job & Family Services is a medium to large sized public agency serving the county in Public Assistance. There are currently over 23,000 Medicaid recipients in Warren County. In 2017, WCDJFS spent a total of \$404,653.00 on NET Transportation Services and in 2018 WCDJFS spent a total of \$327,026.00.

Non-Emergency Transportation (NET) is a statewide program that is administered by the County Department of Job and Family Services (CDJFS) in accordance with 5160: 15 of the Ohio Administrative Code. The program provides transportation to Medicaid-covered services for Medicaid recipients without other transportation resources. The program includes the scheduling, coordination, delivery, and tracking of transportation services to a diverse population including children, adults, disabled, and elderly participants. Transportation occurs both in-county and out-of-county.

WCDJFS is currently seeking proposals to provide Non-Emergency Transportation services on a contractual basis. In order to be considered as a potential service provider, a Proposal must be submitted, within the designated time frame that outlines program/service delivery and costs.

II. LIMITATIONS

This Request for Proposal does not commit WCDJFS to award a contract or to pay any cost incurred in the preparation of a Proposal. WCDJFS reserves the right to accept or reject any or all Proposals received to negotiate services and costs with proposers, and to cancel in part or in entirety this Request for Proposals.

All Proposals submitted will remain the property of Warren County.

Warren County Board of County Commissioners on behalf of WCDJFS reserves the right to award contract transportation services to one (1) or multiple providers. The awarding of a contract or contracts does not guarantee a specific service level with one or several providers.

Contracts awarded shall be effective for two years. However, contracts may be amended or terminated during this period if there is a change in Federal, State, or Agency regulations that apply to the contract; a reduction of Federal, State, or local funds; unsatisfactory performance by the Provider as determined by WCDJFS; or upon thirty (30) days written notice by either party. In addition, we reserve the right to renew the contract for two (2) additional years upon mutual agreement of both parties following review of the previous year's contract performance. Renewal agreement(s) for each additional year will be required.

III. FACTORS & CRITERIA

A successful applicant(s) will demonstrate the following;

- Compliance with this entire RFP packet/process and submission of a complete proposal;
- Demonstrated ability to coordinate and deliver services in a timely manner;
- State-required limits of liability insurance (\$2,000,000 or more);
- Possession of a fleet of vehicles adequate to handle the demand of eligible consumers, and liability coverage for such vehicles and usage;

- Certification of drivers' CDL, CPR and First Aid Training;
- Specialized vehicles for provisions of transportation of persons with special needs;
- Experience in customer service with special needs populations;
- Past record of performance-based references from previous and current contracts;
- Submission of cost variables based on a per unit cost of one-way trip rates;
- Criminal background checks on each direct-service employee and applicant;
- Sufficient cash to conduct business on a cost-reimbursable basis with invoices fully processed typically within 60 days of receipt.

IV. SCOPE OF WORK

Successful proposers will provide effective customer service for the provision of in-county and out-of-county transportation to Medicaid-covered services for Medicaid recipients, including persons with special needs. Contracted entities will respond to requests for transportation in a timely to reasonably accommodate customers scheduled medical appointments with advanced notice. Contracted entities will complete eligibility through the MITS System, coordinate, provide, and track transportation services to customers. The contractor will submit invoices for reimbursement for approved activity on a monthly basis. Detailed records must be maintained with customer confidentiality to document and verify the provision of service.

V. FUNDING

Funding for this program comes from the Ohio Department of Job & Family Services to the WCDJFS, and all program costs are reimbursed through cost-reimbursement contract invoices.

VI. ELIGIBLE SERVICE PROVIDERS

Public, private non-profit, and private for-profit entities are eligible to submit proposals. Service providers must have a proven track record in providing transportation services and experience in working with the target population specified. Proposals targeting a specific segment of the target population or proposals providing services on a small scale are also welcomed.

VII. REQUEST FOR PROPOSAL (RFP) PROCESS

All proposals which conform to these instructions will be reviewed. This process does not commit WCDJFS to award a contract or to pay for the costs incurred in the preparation of the RFP, or to otherwise procure services. WCDJFS reserves the right to accept or reject any or all proposals in full or in part. WCDJFS reserves the right to reject any proposal in which the proposer takes exception to the terms and conditions of the request for proposal; fails to meet the terms and conditions of the RFP, including but not limited to the standards, specifications, and requirements specified in the request for proposals; or submits prices that WCDJFS considers to be excessive, compared to existing market conditions, or determines exceed the available funds of the contracting authority.

Proposals will be reviewed for accuracy, consistency, and completeness. WCDJFS may request additional information to aid in review and selection. All requested amounts are subject to negotiation based upon final approval by WCDJFS and the Board of Warren County Commissioners.

Proposers should read the entire contents of the RFP, and all questions should be answered completely, honestly, and to the best of the proposer's ability, and all directions should be followed.

Each proposal **must** contain all of the following:

- A. Program Narrative
 - a. Cover letter (and any attachments) to address in detail
 - b. Organizational capacity and history of performance
 - c. Proof of liability coverage
 - d. Staff qualifications
 - e. Applicable references
- B. Organization Information Sheet (attached)
- C. Vendor Conditions/Requirements (attached)
- D. Management Assurances (attached)
- E. Certification Regarding Debarment and Suspension (attached)
- F. Vendor Code of Conduct (attached)
- G. Budget Information Summary (attached) and any budget attachments
- H. Copy of most recent audit
 - a. Vendors must demonstrate financial stability. Financial stability will be demonstrated by providing a copy of the most recently completed audit.

Please submit 1 original proposal along with 2 copies. Proposals are to be hard-copy (no e-mails). Proposals must be received by the deadline date (May 24, 2019 @ 4:00 PM) at the Warren County Job and Family Services at 416 S. East Street, Lebanon, OH 45036. Postmarks will not be considered equivalent to "received". The agency is open Monday-Friday, 7:00 AM- 4:30 PM, except holidays.

Please be advised that conditions or factors affecting the terms of this RFP may be amended due to changes in Medicaid or fiscal policies at the local, state, or federal level. All accepted proposals are subject to final negotiations.

Each proposal will be reviewed and evaluated by WCDJFS management (see Evaluation Process). Selection should be made within 4 weeks after the RFP deadline. The project will be awarded to the proposal(s) which, in the discretion of the WCDJFS and Board of Commissioners, is (are) the lowest and best proposal(s).

Awards will be made to responsible vendors whose proposal is most advantageous to WCDJFS with price and other factors considered. Unsuccessful applicants will be notified promptly. Contracts awarded as a result of this solicitation will be on a cost-reimbursement agreement. The cost reimbursement agreement reimburses the contractor for approved actual costs and involves the processing of invoices with complete documentation through WCDJFS, the Board of County Commissioners, and the Warren County Auditor before payment is made. Claims made to the WCDJFS for reimbursement shall not duplicate claims made by the contractor to other sources of public funds for the same service.

The WCDJFS reserves the right to renew contracts awarded through this RFP for one or two additional years. The WCDJFS further reserves the right to amend, modify, or terminate contracts resulting from this RFP.

Questions regarding the Request for Proposal process should be directed by e-mail to Lauren.Cavanaugh@jfs.ohio.gov. All answers will be shared with all proposers

VIII. PROPOSAL EVALUATION PROCESS

Proposals will be evaluated and selected based on their ability to assure the following, which are rated as follows for a maximum total score of 250 points:

- A. The best and most successful delivery of services, including ability to provide services and organizational capabilities. (50 points)
- B. The most competitive costs, including cost reasonableness. (50 points)
- C. A history of competent tracking, monitoring, and evaluation of systems of delivery and program reports. (50 points)
- D. A history of successful transportation performance. (50 points)
- E. A history of success in serving target populations (i.e. Medicaid recipients including children, adults, disabled, and elderly participants). (50 points)

IX. TERMS & CONDITIONS

All proposers must agree to and comply with the terms and conditions of this RFP, including all local, state, and federal laws governing the services and funding associated with this program.

Administrative Remedies for Violations

All contracts will contain provisions or conditions that will allow for administrative, contractual, or legal remedies in instances in which contractors violate or breach contract terms. All contracts will provide for remedial actions such as sanctions and penalties. The contractor must agree to accept responsibility for receiving, replying to and/or complying with any audit exception by appropriate State or Federal audits directly related to the provisions of the contract. The contractor must agree to reimburse the Department to the full amount of the payment received for services provided under the contract to consumers that do not meet the eligibility requirements. The contractor must agree to reimburse to the Department the full amount of payment received for services not covered by the contract. The contractor must agree to reimburse to the Department the full amount of payment received for duplicate billing, erroneous billing, deception claims, or falsification.

Delinquent Personal or Property Taxes

Prior to entering into a contract, the proposer/potential contractor shall submit a statement affirmed under oath that the person with whom the contract 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 and 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 contract, 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.

Findings for Recovery from Auditor of State

No state agency and no political subdivision shall award a contract for goods or services paid for in whole or in part with state funds to a person against whom a finding for recovery has been issued by the auditor of state on and after January 1, 2001, if the finding for recovery is unresolved.

Non-Discrimination/Equal Employment Opportunity

All proposers/potential contractors must assure that policies and practices meet state and federal guidelines regarding EEO and provide for fair and reasonable employment practices and that the contractor will not discriminate against any employee or applicant for employment because of race, religion, color, national origin, sex, political affiliation, belief, disability, or genetic information. All contractors will comply with Executive Order 11246, entitled Equal Employment Opportunity, as amended by Executive Order 11375, and as supplemented in Department of Labor regulations 41 CFR Part 60. No person with responsibility in the operation of a program of the WCDJFS will discriminate with respect to any program participant or any application for participation in such program because of race, religion, color, national origin, sex, political affiliation, belief, disability, or genetic information. In addition, reasonable accommodations must be provided in compliance with the Americans with Disabilities Act. Any contractor found to be out of compliance may be subject to investigation by the Office of Civil Rights and termination of the contract.

Certification of Debarment, Suspension, Ineligibility, & Voluntary Exclusion

All proposers must sign the attached Certification of Debarment, Suspension, Ineligibility, and Voluntary Exclusion. No awards shall be made to any party which is debarred, suspended, ineligible, or otherwise excluded from participation in Federal assistance programs.

Ethics and Conflict of Interest

No contractor, individual, company, or organization seeking a contract with WCDJFS will promise or give to any agency officer, employee, or agency anything of value, including employment or promise of employment within the scope of his or her job duties. No contractor or individual, company, or organization seeking a contract will ask an officer, employee, or agent of the agency to violate any of the code of standards of conduct requirements. Contractors acting on behalf of WCDJFS will refrain from activities which could result in violations of this rule.

All proposers, as a part of the RFP process, must declare compliance with this code of conduct and must disclose and describe any potential direct or indirect conflict of interest, including family or business relationships with any WCDJFS employees. If a conflict, real or apparent, does exist, it must be declared and described and the individual(s) concerned must exclude themselves from participation in the procurement process. All such declarations will be in writing. No funds will be paid to any proposer who influences or attempts to influence

WCDJFS employees in connection with the awarding of any contract. Potential contractors who attempt to improperly influence the process will be disqualified.

The attached Vendor Code of Conduct must be signed by all proposers.

Insurance

All contracts shall require the vendor to furnish to the Board of Warren County Commissioners a Certificate of Insurance, which shall contain a Notice of Cancellation clause with notification being sent 30 days prior to cancellation to the Board's office. Cancellation of insurance will constitute a default, which, if not remedied within the 30-day notification period, shall cause immediate termination of the contract.

Records Access

The Warren County Department of Job & Family Services, ODJFS, the federal Department of Health and Human Services, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the contractor which are directly pertinent to the specific contract for the purpose of making audits, examinations, excerpts, and transcriptions.

Records Retention

Financial, programmatic, statistical, recipient records, and supporting documents must be retained for a minimum of five years after the ODJFS acceptance of the final closeout expenditure report, or as otherwise provided by any minimum retention requirements specified by applicable state or federal law. If any litigation, claim, negotiation, audit, or other action involving the records has started before the expiration of the five-year period, the records must be retained until the completion of the action and resolution of all issues that arise from it, or until the end of the regular five-year period, whichever is later.

Termination Provisions

WCDJFS may terminate the contract when it is determined by the WCDJFS to be in its best interest, by giving at least 30 days advance notice in writing to the contractor. The contractor may terminate the contract at any time by giving at least 30 days advance notice in writing to the WCDJFS. The contractor shall be entitled to receive just and equitable compensation for any services satisfactorily performed through the date of termination.

Miscellaneous

All contractors are required to provide Workers Compensation or other insurance coverage for injuries which may be suffered by participants. All contractors must comply with any applicable minimum wage and maximum hour provisions of the Fair Labor Standards Act and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327 through 330 as supplemented by Department of Labor regulations 29 CFR Part 5). All contractors must assure that appropriate standards for health and safety in work and training situations will be maintained. All contractors must comply with the Copeland Anti-Kickback Act (18 U.S.C. 874) as supplemented in Department of Labor regulations 29 CFR Part 3. All contractors must comply with the Clean Water Act/Clean Air Act and environmental protection agency regulations and the Energy Policy and Conservation Act. All contractors are bound by the disclosure rules for the Ohio Department of Job & Family Services. Disclosure of information in a manner not authorized by the

rules is a breach of the contract. All contracts must be in material compliance with all Federal, State, and Local licensing laws and regulations promulgated pursuant thereto.

PART A- Program Narrative

Section b: Organizational Capacity and History of Performance

UTS has 40 years of experience in Non- Emergency Transportation Services (NET)

At UTS we believe our service, experience and competitive advantage is summed up in four words.

- Experience
- Scale
- Leadership
- Accelerated Investment

These factors are what will allow UTS to continue to provide consistent transportation service levels and continue to improve safety, reliability and efficiency while maintaining an extremely competitive pricing structure. Due to our experience and scale, UTS will be able to provide superior service at a low average per leg reimbursement cost.

Experience:

UTS is unique in our experience to meet the requirements of this RFP and provide efficient and professional services. We have provided Non-Emergency Medical Transportation services in Ohio for close to 40 years. We currently provide over 4,000 trips per day for clients across SW Ohio.

UTS is currently the exclusive Non- Emergency Medical Transportation (NEMT) provider for Butler, Montgomery and Warren Counties' Boards of Jobs and Family Services and provides 50% of all Non-Emergency Medical Transportation for Hamilton County JFS. In addition, UTS currently manages and operates Warren County Transit Authority providing us with years of experience with day to day operations of a transit authority as well as the Federal Transit Authority regulatory compliance requirements.

As the operators for the Warren County Transit Service we will continue to work with your agency to move as many trips as possible within the scope of the transit service to save your agency money for the services described in this proposal. Additionally, we have worked side by side for many years with most of the agencies in Warren County to collaborate toward better solutions.

This experience will allow UTS to efficiently and effectively coordinate all of the services required in this RFP while offering a competitive cost that reflects the efficiency and scale of our system.

UTS understands Warren County Jobs and Family Services demands a cost-efficient operation. At UTS we are committed to be a value-added partner. Since UTS has been providing curb to curb and door to door service for the elderly, the disabled, Medicaid populations and for developmentally disabled individuals for nearly forty years, our drivers and dispatch staff already have strong interactive experience with this population and are well acquainted with the service area since we are currently serving your clients across Warren and the surrounding counties.

We pride ourselves on our workforce. Our drivers are trained to the highest standards, and our training conforms to standards set by Ohio Pupil Transportation, the Ohio Revised and Administrative Code, as well as, the Federal mandate for Drug & Alcohol programs. WCJFS can rest assured that all drivers are screened, trained and monitored to meet these high standards. Our company has traditionally maintained a high level of reliability and on-time performance, while always exhibiting sensitivity for the clients' physical and special needs. We are also committed to an exemplary level of safety.

The basis of all successful transportation programs is a team of fully trained, experienced drivers, as well as dispatchers and administrative staff. Many senior members of the UTS staff have more than 25 years of experience with our company providing Non-Emergency Medical Transportation



UTS will fully dedicate a group of drivers and staff members to the MCJFS program as well as leverage our extensive corporate team to provide strong leadership and oversight. In the past year UTS hired a new VP of Operations with over 20 years of experience in Non-Emergency Medical Transportation. This strong addition has created an increased focus on safety. We have also added 5 on-the-road driver trainers that focus on improving practical safety performance while driving.

Scale:

As the largest provider of non-emergency medical transportation in South-West Ohio, UTS is uniquely positioned to provide the most consistent, cost effective, safe and efficient transportation service for Warren County JFS. We currently transport 4,000+ clients per day across 9 counties including Hamilton, Butler, Montgomery, Greene, Warren, Clinton, Clermont, Preble and Franklin.

UTS' highly productive and efficient day to day operation is composed of an experienced, professional team of over 200 drivers, 215 safe and reliable vehicles and the region's finest 24 hour/ 365 day-a-year call and data center using state-of-the-art scheduling systems. In addition, UTS has a superior accounting and back-office component with decades of experience administering and managing large contracts with local and state governments as well as with federal agencies. UTS staff has undergone comprehensive training on Novus™ TripSpark software and our proficiency on this platform helps to create our efficient daily operation. We currently provide both prescheduled and on demand service for hundreds of agencies and their clients 24 hours a day/ 365 days a year.

Due to our large scale and being the current provider of NET services to Warren County we currently have the capability to fulfill all of the transportation requirements listed in this Request for Proposal for Non- Emergency Medical Transportation services for both ambulatory and non-ambulatory clients without impact on our current infrastructure. The unique size of our business means that we have a turnkey plan in place to execute any service required well before the contract start date.

Leadership:

UTS offers WCDJFS a professional, productive, passenger transportation provider that cares about the people we serve. As a company that has continually lived and worked in the region for four decades, we are proud of our local investment and involvement in our community. When contracting with UTS you know that Warren County funding stays here in in our local communities unlike other National Providers not based here in SW Ohio.

Universal Transportation Systems has a leadership team second to none. The company combines many lifetime transportation veterans with a CEO who is in his second career after leadership roles primarily in Fortune 500 companies. Our leadership tenure is

unrivaled in the industry. The average tenure across all UTS employees is 4.5 years and our management team have a combined 160 years of experience at UTS.

Geoff Kuzio, CEO, purchased UTS in 2017 after a 20-year career in the Consumer Packaged Goods industry. Mr. Kuzio held executive roles including Vice President of Sales, Vice President of Marketing, and General Manager at both PepsiCo and the Campbell Soup Company. During this career he led large cross functional teams and managed businesses of over \$1B in annual sales.



In 2017 he took over as CEO of UTS but left the majority of the management team in place to ensure consistency of service. Since taking the reins he has worked to incorporate a new culture and some key principles he learned from large Fortune 500 companies as well as significant new investment in infrastructure, technology, training and customer service.

Since coming to UTS, Mr. Kuzio has pushed to deliver a clear vision and instill a new culture into the organization. UTS is even more focused on the mission of "Providing safe, reliable, and cost-effective transportation for those who need it most." That mission is supported by a new set of values. These values are Respect, Empathy, Accountability, and Leadership.

These are more than just catch phrases but guidelines for how employees are evaluated, rewarded, promoted or disciplined. Mr. Kuzio has brought a new level of accountability and transparency to UTS by ensuring every member of the team from driver to president have SMART objectives that are Specific, Measurable, Achievable, Realistic and Timely. UTS has created scorecards and dashboards that allow every employee to track their progress versus their objectives.

High performers are rewarded and employees who struggle are provided with incremental training and support. This has spurred a new culture of optimism,

accountability and pride which we believe will continue to propel UTS into the next 40 years.

Carolyn Burer, the previous UTS owner has remained at the company as President and leads the day to day operations. Ms. Burer has 30 years of experience operating companies in the field of transportation and has worked in all aspects of on-demand and specialized transportation during her tenure at UTS. Heavily involved in company operations, she maintains supervision over the various contracted services UTS provides.



Carolyn Burer, President has 25+ years at UTS

Accelerated Investment:

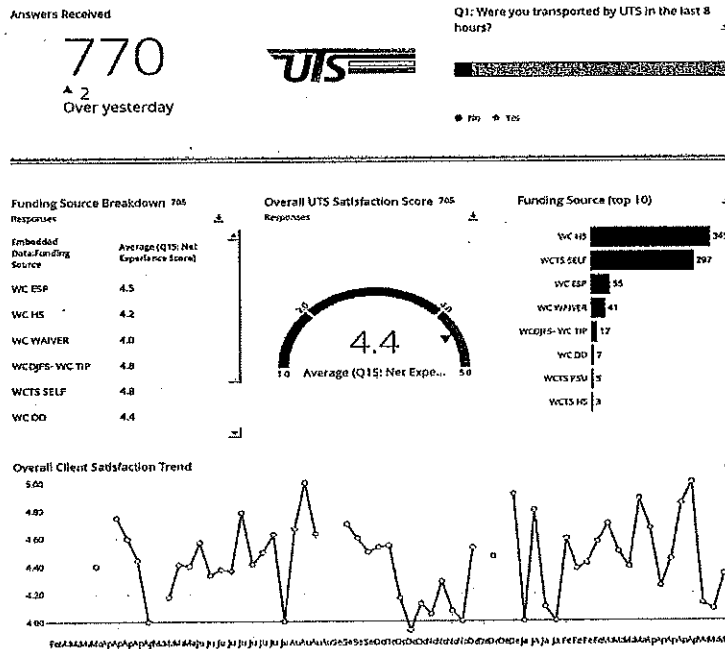
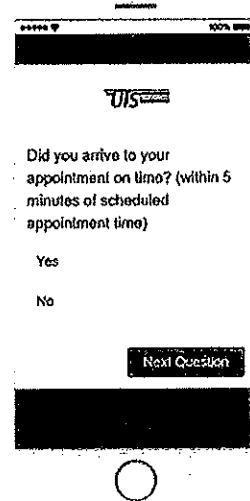
Since joining the company, Mr. Kuzio has invested significant capital and resources in software and hardware upgrades, modernizing the fleet, and driving a culture of Respect, Empathy, Accountability and Leadership with a goal of significantly advancing customer service in the NET industry.

In the last 18 months UTS has made some significant investments in the business that we believe are already paying dividends.

Since August 2017, the company has invested in our first high tech in car camera system. This system is already improving safety, reducing in car client incidents and improving our accident and complaint investigations. This system creates accountability for both the driver and the clients to act and behave in a safe and appropriate manner. In-car altercations between clients and traffic accidents are down vs year ago due to behavior changes driven by the increased accountability and hard video evidence.

UTS also invested in a new corporate headquarter in a new building centrally located that has allowed for our continued growth. The 12,000 sq. ft. space was meticulously planned to drive more collaboration between departments to improve communication and transportation outcomes.

In December 2017 UTS entered into a partnership with Qualtrics, LLC. Qualtrics is one of the largest customer service consultants and survey providers in the world serving many of the Fortune 100 companies including Microsoft, Shell, and GE as well as many governmental agencies. UTS has signed a contract to send over 7,500 electronic client service surveys weekly to our riders. The objective is to gain as much feedback on areas where we are performing well and more importantly where we need to improve. This data is collected in real time and can be filtered by client, driver, vehicle, agency, etc. This further drives a culture of accountability. Great performance will be rewarded, and poor feedback will be used to change our policies, processes and training. All WCJFS clients will receive surveys asking them about their experience with our staff, our timeliness, our drivers and our vehicles. The surveys are delivered by SMS text or email to ensure we can reach a broad demographic of our client base. Dashboard below is updated in real time and WCDJFS will have access upon request. Below are the responses of 770 Warren County clients on overall UTS satisfaction on a scale of 1-5. (1=Extremely Dissatisfied; 5= Extremely Satisfied)

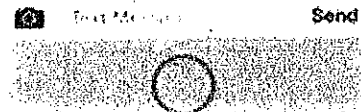
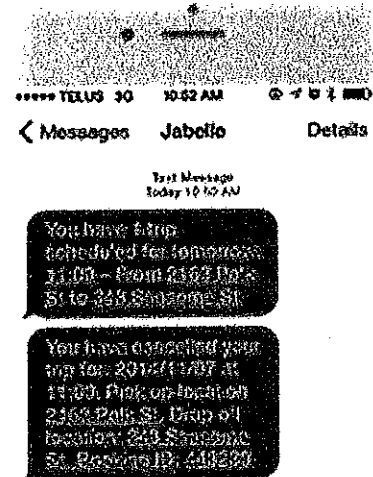


In May 2018 UTS launched Passenger Notifications and Imminent Arrival feature of the Novus TripSpark Software package. This \$150K incremental investment contacts each client the day before their next trip with UTS to confirm both the pick-up and drop off times and location for any trip scheduled in the following 24 hours. This investment will cut down on client confusion and reduce no show clients which reduces operating costs for UTS which allows us to offer the most cost-effective transportation services to WCDJFS.

The imminent arrival feature of Notifications will send clients a text or email to alert them when their vehicle is 10 minutes from the pickup location using automatic vehicle location (AVL) technology. This feature leverages the vehicles' GPS location and current traffic conditions from Google Maps to provide accurate estimated pick up times. This significantly reduces clients need to contact the UTS call center to get transportation updates and improves the overall client experience. We believe UTS is the only NEMT transportation provider in the region with this capability.

Finally, UTS is accelerating our investment in modernizing our fleet. Through new RTA fleet management software, we have been carefully analyzing total cost per mile of each vehicle in the fleet. This allowed us to identify that older, high mileage vehicles were more expensive across the total cost of ownership than were newer vehicles. The reduction in maintenance costs paired with better gas mileage and less downtime more than offsets the higher purchase price for newer vehicles. Since August 2017, UTS has replaced 60 older vehicles with new Dodge Grand Caravans. The newer fleet is more reliable, cost effective, and improve the overall customer experience. We will continue to accelerate the fleet modernization in 2019.

Across the board I believe UTS has several unique characteristics that make it a strong provider for WCDJFS. Although the company has a long history of strong performance, I believe the best is yet to come.



UTS has a strong history of providing NET Services for Counties and Agencies

Universal Transportation Systems is the largest provider of Non-Emergency Medical passenger transportation in South-West Ohio. We serve hundreds of school districts, county agencies and boards providing over 4,000 trips daily across 9 counties. We operate a fleet of more than 225 vehicles and employ approx. 250 employees. UTS clients include Cincinnati Public Schools, Hamilton County Jobs & Family Services, Butler County JFS, Montgomery County JFS, Warren County JFS, Council on Aging, Department of Developmental Disabilities to name a few.

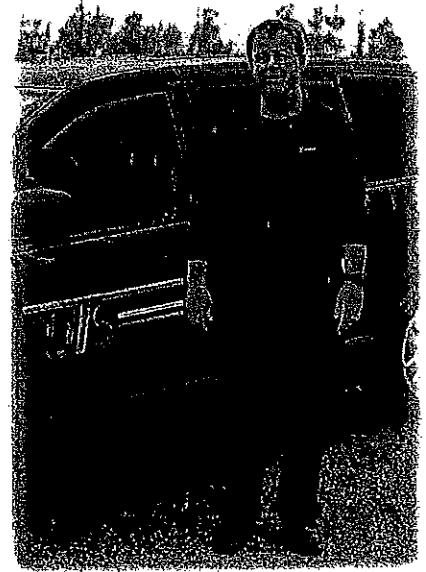
UTS also manages and operates Warren County Transit Authority providing both fixed route and demand response transportation for the county. This has given us years of experience in collecting fares from clients as well as complying to all ADA regulations under FTA guidelines

As mentioned earlier we have close to 40 years of experience transporting diverse populations and have experience in all transportation system types, including adults and students with special needs, on-demand service for NET, PRS and workforce programs and transit systems, making UTS uniquely qualified to meet the needs of the consumers for this program. Over the years we have contracted with many agencies throughout Ohio. Below are a few of our current partners:

- Butler Care Facility
- Butler County Board of DD
- Butler County Job & Family Service
- Butler County ESP
- Cincinnati VA
- Cincinnati Public/Special Ed
- Hamilton County MRDD
- Hamilton City ESP
- Hamilton County JFS
- Medicaid
- Montgomery County Jobs & Family Services
- Over 30 school districts
- Opportunities for Ohioans with Disabilities
- Passport
- Tonja Pohlman
- UC Stroke Research
- Veterans Service Commission
- Ohio State Waivers (Disabilities)
- Warren County MRDD/PSU
- Warren County ESP
- Warren County HHS
- Warren County Transit Systems
- Winton Woods Schools
- St. Joseph's Orphanage

UTS will be fully operational and in compliance with the WCDJFS program's Scope of Services and other contract requirements well before the contract start date. UTS already has all necessary local infrastructure in place. Our company has been in business locally since 1982, and we are fully capable of operating the proposed transportation service today, as it would fit into our existing transit infrastructure.

As one of our region's largest transportation operators, our 24-hour call and data center, with intake, dispatch, and customer service functions is already in place. UTS currently provides transportation services to the populations being proposed in this document for many agencies. UTS is currently the exclusive provider of NET services for Warren, Butler and Montgomery County JFS.



UTS operates a 24hour/ 365 Day Locally Operated Call Center to service WCDJFS Clients

UTS offers 24/7/365 call /data center solutions and customized client service programs that directly benefit WCDJFS and clients alike through increased productivity, excellent service delivery and exceptional call center efficiency.

With proven skill, our call/ data center handles emails and calls from government agencies, medical facilities and doctor's offices, school districts, elderly services, vendors and our valued clients. We operate Monday through Friday from 5am until 6pm eastern time and from 9am-5pm on Saturdays. All after hour and Sunday email and call support needs, including holidays, are handled by our seasoned dispatch operations team 24 hours a day. Clients, Consumers, WCDJFS staff and other partners will always receive email responses or live conversation from a live, local operator and will never be asked to leave a voice mail.

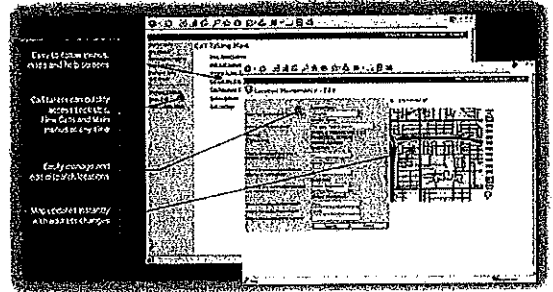
UTS will maintain a call/ data center operation that will monitor WCDJFS calls through a toll-free number dedicated for use by WCDJFS and their clients. Our Call/ Data Center is based in West Chester, Ohio and utilizes a state of the art phone system and technology. Our calls and emails are never farmed out to 3rd party offshore call centers. Emails and calls are answered by our Customer Service Representatives (CSRs). The phone number and email server dedicated to this service will be



monitored twenty-four hours a day, seven days a week, to receive emails or phone calls from WCDJFS employees, clients and other designated persons for scheduling purposes. The phone system is on a separate fiber channel increasing reliability and service. All calls are recorded. For purposes of security and quality assurance, these calls are backed up in a separate off-site facility.

UTS has created a CSR process that is used hundreds of times each day and is central to the operational success of the system. We have streamlined the CSR process flow to reduce the overall time spent creating a transaction when an emailer or caller requests transportation. The system accomplishes this using clear and easily understood questions from the CSR that are triggered by our computer's data entry screens.

TripSpark™ provides scheduling, tracking and operational analysis for a wide range of medical transportation services.



The client Module of our software technology provides the following service advantages:

- Allow call/ email takers to view detailed client information, including special needs
- Secure access can be given to third party locations such as hospitals and providers for trip scheduling
- Fast, automated scheduling and dispatch
- Less time required for booking, billing and eligibility
- Browser-based functionality can be used over the internet or company intranet
- Easy-to-follow menus, maps and help screens
- Clearly defined and simplified function-based processes
- Browser-based application uses .NET technology for simplified installation and deployment

UTS CSR system provides the following features:

- Views detailed itineraries for each service resource
- Quickly schedules groups of trips with one click
- Manages the service reservation process from call taking to dispatching
- Geographically schedules and routes drivers as well as caregivers
- Monitors and adjusts services in real-time a variety of mobile devices such as cell phones, tablets and computers
- Instantly tracks cancellations, no-shows and schedule changes
- Accurately manages calls and client information
- Manages will-calls, confirmation calling, and recurring trips/standing order in real-time
- Monitor trends and adjust resource capacity to meet changes in service demand
- Tracks on-time performance of staff
- Manages multiple contractors, funding sources (payers), multiple providers and volunteer driver programs

- Manages external subcontractor outsourcing
- HIPAA compliant
- Provides up-to-date, easy-to-use geographic locations and driver directions
- Views routes and locations
- Integrates with most other existing map data sources

Quality and availability of operators & number of lines:

Our company currently handles 5000 calls and 2000 electronic trip downloads daily with 12 operators available. We will be adding dedicated CSR's for this service and utilize our main call center for overflow volumes as needed.

Our Call/Data Center offers a wide range of client support services.

- Inbound and Outbound Call Center Telephone and Email Support
- Data entry and Administrative Services
- Scheduling and Trip planning
- Estimated time of arrival calls
- Will Calls
- Client confirmation calls
- Providing Agency Support

UTS continues to demonstrate the ability to coordinate and deliver services in a timely manner

At UTS our mission statement is, "To Provide Safe, Reliable, and Cost Effective Transportation for Those who Need it Most." These words are literally written on the walls of our company offices.

UTS utilizes state of the art technology for our industry. We leverage the Novus TripSpark systems for our scheduling, dispatch and phone systems. Our systems give us the ability to timely analyze large amounts of data and generate standard and customized routing for our clients. This proven software package leverages algorithms to create the most efficient routing for all vehicles in a fleet. The systems work to find the most efficient vehicle in a fleet while simultaneously avoiding any potential client violations and maximizing on time arrivals. Our call/ data center ensures the system understands all the rider's requirements and then the software can dispatch each ride to the most efficient driver and vehicle matching those specific requirements and timing. This ensures that UTS can maximize the number to trips assigned to each vehicle and driver. By allowing more trips to be completed by the fewest possible number of vehicles and drivers, UTS can provide timely and reliable service more cost efficiently than most transportation providers.

This software allows the call/ data center to enter in all required accommodations and any potential mobility aides required into the system. The scheduling and dispatching teams can only assign that trip to a vehicle

that meets the required accommodations. Each vehicle across the UTS fleet is entered into the software system according to a set of accommodation and/or mobility needs requirements. Examples of accommodation or mobility needs requirements are:

- Capacity (Number of clients allowed on vehicle)
- Ambulatory or wheelchair equipped
- Safety equipment required (car seats, booster seats, harnesses, restraints, straps, buckle cover, etc.)
- Specialized vehicle required (e.g. screen vehicle)

If a scheduler or dispatcher were to try and assign a trip to a vehicle that did not meet the client's needs, that trip would be flagged as a vehicle type violation.

Once trips have been accepted and scheduled by the software, they are dispatched to Drivers using the Novus Driver Mate application loaded on a Samsung Galaxy tablet. These devices create an Automatic Vehicle Location (AVL) network that constantly monitors the efficiency of the fleet and can make real time changes driven by traffic conditions, a vehicle breakdown and on demand requests. The drivers get updates to their manifests in real time and the system tracks all performance metrics and provide turn by turn GPS navigation that includes current Traffic data through Google Maps.

The combination of a complex technology platform and the largest network of vehicles in SW Ohio allow UTS to get to more consumers on time than our competitors. UTS tracks both internal on time metrics and communicates with thousands of our consumers per week to track our progress regarding service and more specifically on time arrivals.

UTS monitors and publishes our on-time arrival on a daily basis through the Qualtrics portal. Monthly Qualtrics reports will be published for WCDJFS

UTS has an industry leading fleet of vehicles prepared to transport anyone with Special Needs

We operate over 225 UTS vehicles daily and maintain another 10+ vehicles as back up and trade out vehicles for use during routine maintenance or in case of a rare accident or vehicle breakdown. We ensure vehicles are available 24 hours a day, 365 days a year. The UTS Fleet is made up of Dodge Caravans, Toyota Prius, Ford E350 Extended vans, Ford Wheelchair Vans and specialty vehicles required for our client's unique needs. E.g. Screen Vans that keep the client separated from the driver compartment as necessary for some clients with behavioral manifestations.

UTS also Operates Warren County Transit Systems and leverage the fleet of busses with Wheelchair lifts to provide great service and decrease cost to the County.

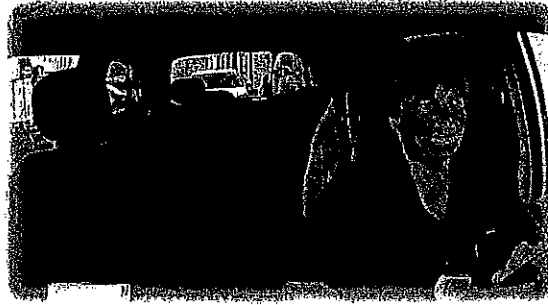
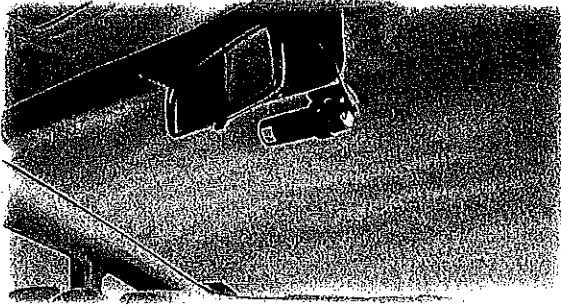
In car Camera systems monitor incidents, drivers and clients

In car camera systems promote safe driving techniques, monitors clients and driver's behaviors and provides evidence in the unlikely occurrence of an accident or rider incident. The system also allows for more complete investigation of any complaint. UTS has already installed a system in all cars to be dedicated to WCDJFS.

UTS has installed the Black Vue DR650GW- 2CH in car camera systems that provide complete visibility of what is happening both on the road in front of the vehicle and all activity inside the cabin. The HD video systems records 500 hours of constant video and audio recording. UTS can store 100 days' worth of video and audio data for WCDJFS upon request. The camera is recording anytime the key is in the vehicle's ignition. The system is designed to be tamper proof, so drivers or clients cannot deactivate the system in the vehicle.

Features Include:

- 170 - degree Internal view
- 160 - degree external view
- Microphone
- Tamper Proof Hardwired power source
- Panic button
- Manual trigger
- 1080P @30 FPS Resolution
- Micro SD Memory system

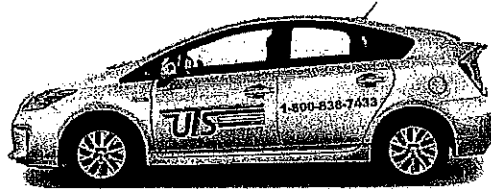
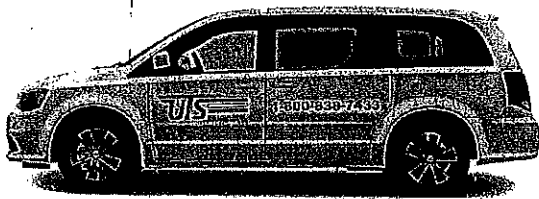


In Car camera system installed in a Toyota Prius and time stamped view of cabin

Since installing the camera systems in mid-2017 we have seen both a reduction in altercations between clients in the vehicles and accidents/ total number of trips. An in-car camera system promotes accountability and safety for both drivers and clients.

Vehicle Breakdown by make and model meeting the WCDJFS RFP

Vehicle Make	Vehicle Model	# of Units
Dodge	Caravan	146
Toyota	Prius	36
Ford	Extended Vans/ WC Vans	33
Total Units		215



Current UTS Fleet

	Type	Year	Make	Model	LIC#	Vin	Color
686	SWG	2017	DODGE	CARAVAN	449ZBL	2C4RDGBG0HR607144	BLACK
687	SWG	2017	DODGE	CARAVAN	782ZAX	2C4RDGBG8HR607151	BLACK
688	SWG	2017	DODGE	CARAVAN	780ZAX	2C4RDGBG7HR607142	BLACK
689	SWG	2017	DODGE	CARAVAN	775ZAX	2C4RDGBG8HR607148	BLACK
690	SWG	2017	DODGE	CARAVAN	777ZAX	2C4RDGBG4HR607146	BLACK
691	SWG	2017	DODGE	CARAVAN	750ZAX	2C4RDGBGXHR607149	BLACK
692	SWG	2017	DODGE	CARAVAN	751ZAX	2C4RDGBG5HR607155	WHITE

Warren County Job and Family Services
Request for Proposals (RFP) SFY's 2019-2021
Non-Emergency Transportation Services (NET)

Universal Transportation Systems Response

	Type	Year	Make	Model	LIC#	Vin	Color
693	SWG	2017	DODGE	CARAVAN	778ZAX	2C4RDGBG1HR607153	WHITE
694	SWG	2017	DODGE	CARAVAN	746ZAX	2C4RDGBG2HR607145	BLACK
695	SWG	2017	DODGE	CARAVAN	753ZAX	2C4RDGBG6HR607150	BLACK
696	SWG	2017	DODGE	CARAVAN	781ZAX	2C4RDGBG9HR607143	BLACK
697	SWG	2017	DODGE	CARAVAN	748ZAX	2C4RDGBG9HR607157	WHITE
700	SWG	2017	DODGE	CARAVAN	037ZAZ	2C4RDGBG7HR855665	SILVER
701	SWG	2017	DODGE	CARAVAN	038ZAZ	2C4RDGBG9HR855666	MAROON
702	SWG	2017	DODGE	CARAVAN	039ZAZ	2C4RDGBG9HR646475	BLACK
704	SWG	2016	DODGE	CARAVAN	025ZCB	2C4RDGBG9GR237407	GRAY
705	SWG	2016	DODGE	CARAVAN	260ZCB	2C4RDGBG6GR263169	GRAY
706	SWG	2016	DODGE	CARAVAN	TEMP	2C4RDGBG5GR251174	GRAY
707	SWG	2016	DODGE	CARAVAN	TEMP	2C4RDGBG4GR263008	WHITE
708	SWG	2016	DODGE	CARAVAN	TEMP	2C4RDGBG5GR253311	GRAY
709	SWG	2016	DODGE	CARAVAN	TEMP	2C4RDGBG4GR262893	SILVER
615	SWG	2015	DODGE	CARAVAN	838ZAR	2C4RDGCG6FR548371	TAN
659	SWG	2015	DODGE	CARAVAN	722ZAS	2C4RDGBG6FR606755	BLACK
676	SWG	2015	DODGE	CARAVAN	724ZAS	2C4RDGBG2FR603660	WHITE
679	SWG	2015	DODGE	CARAVAN	420ZAS	2C4RDGBG9FR563870	GRAY
710	SWG	2015	DODGE	CARAVAN	TEMP	2C4RDGBG8FR735001	SILVER
448	CAR	2014	TOYOTA	PRIUS	847ZAR	JTDKN3DU4E0368715	BLACK
450	CAR	2014	TOYOTA	PRIUS	982ZAR	JTDKN3DU0E0358537	GRAY
617	SWG	2014	DODGE	CARAVAN	418ZAS	2C4RDGCG9ER320900	SILVER
673	SWG	2014	DODGE	CARAVAN	801ZAR	2C4RDGBG5ER186856	BLUE
680	SWG	2014	DODGE	CARAVAN	804ZAR	2C4RDGBG5ER405248	BLACK
682	SWG	2014	DODGE	CARAVAN	421ZAS	2C4RDGBG0ER290803	BLUE
684	SWG	2014	DODGE	CARAVAN	969ZAT	2C4RDGBG6ER257658	GRAY
449	CAR	2013	TOYOTA	PRIUS	771ZAR	JTDKN3DU4D1624151	SILVER
580	SWG	2013	DODGE	CARAVAN	978ZAQ	2C4RDGCG1DR788232	BLUE
590	SWG	2013	DODGE	CARAVAN	961ZAQ	2C4RDGBG9DR616726	WHITE
595	SWG	2013	CHRY	TN & CTRY	922ZAQ	2C4RDGBG7DR726786	BLUE
618	SWG	2013	DODGE	CARAVAN	990ZAS	2C4RDGCG2DR727908	BLUE
621	SWG	2013	DODGE	CARAVAN	238ZAR	2C4RDGBG7DR622539	RED
636	SWG	2013	DODGE	CARAVAN	711ZAS	2C4RDGCG0DR749132	RED
657	SWG	2013	DODGE	CARAVAN	782ZAR	2C4RDGBG2DR633738	GOLD
413	CAR	2012	TOYOTA	PRIUS	734ZAS	JTDKN3DU3C5421503	BLACK
425	CAR	2012	TOYOTA	PRIUS	200YPU	JTDKN3DU7C5467822	BLACK
433	CAR	2012	TOYOTA	PRIUS	134ZAS	JTDKN3DU1C5374794	RED
538	SWG	2012	DODGE	CARAVAN	846ZAR	2C4RDGBG8CR149409	BLACK
554	SWG	2012	DODGE	CARAVAN	945ZAQ	2C4RDGBG5CR372555	GRAY
575	SWG	2012	DODGE	CARAVAN	966ZAQ	2C4RDGBG4CR418277	GRAY
582	SWG	2012	DODGE	CARAVAN	973ZAQ	2C4RDGCG4CR167209	BLACK
588	SWG	2012	DODGE	CARAVAN	018ZAT	2C4RDGCG5CR201903	WHITE
599	SWG	2012	DODGE	CARAVAN	955ZAQ	2C4RDGCG6CR166448	SILVER

Warren County Job and Family Services
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Non-Emergency Transportation Services (NET)

Universal Transportation Systems Response

	Type	Year	Make	Model	LIC#	Vin	Color
606	SWG	2012	DODGE	CARAVAN	832ZAR	2C4RDGCG0CR404309	WHITE
610	SWG	2012	DODGE	CARAVAN	837ZAR	2C4RDGCG2CR404330	WHITE
616	SWG	2012	DODGE	CARAVAN	414ZAS	2C4RDGCG4CR146585	GREY
625	SWG	2012	DODGE	CARAVAN	989ZAS	2C4RDGBG0CR291964	WHITE
628	SWG	2012	DODGE	CARAVAN	017ZAT	2C4RDGDG2CR171855	GRAY
647	SWG	2012	DODGE	CARAVAN	740ZAS	2C4RDGBG9CR405167	GREEN
650	SWG	2012	DODGE	CARAVAN	015ZAT	2C4RDGBG2CR333499	BLACK
656	SWG	2012	DODGE	CARAVAN	781ZAR	2C4RDGBG1CR333476	BLUE
658	SWG	2012	DODGE	CARAVAN	796ZAR	2C4RDGBG2CR388003	SILVER
675	SWG	2012	DODGE	CARAVAN	976ZAR	2C4RDGBGXCR324582	WHITE
677	SWG	2012	DODGE	CARAVAN	757ZAV	2C4RDGCG2CR201793	WHITE
432	CAR	2011	TOYOTA	PRIUS	830ZAR	JTDKN3DUXB1372273	BLACK
434	CAR	2011	TOYOTA	PRIUS	778ZAR	JTDKN3DU2B0302739	WHITE
435	CAR	2011	TOYOTA	PRIUS	810ZAR	JTDKN3DU1B0256482	SILVER
436	CAR	2011	TOYOTA	PRIUS	980ZAR	JTDKN3DUXB0250809	WHITE
437	CAR	2011	TOYOTA	PRIUS	812ZAR	JTDKN3DU2B5320290	GRAY
438	CAR	2011	TOYOTA	PRIUS	767ZAR	JTDKN3DU5B5340923	BLUE
439	CAR	2011	TOYOTA	PRIUS	753ZAR	JTDKN3DU8B5354489	RED
440	CAR	2011	TOYOTA	PRIUS	013ZAS	JTDKN3DU8B5337661	Gray
441	CAR	2011	TOYOTA	PRIUS	236YSS	JTDKN3DU5B5343076	SILVER
443	CAR	2011	TOYOTA	PRIUS	012ZAS	JTDKN3DU0B0303212	RED
445	CAR	2011	TOYOTA	PRIUS	848ZAR	JTDKN3DU6B5332801	BLUE
447	CAR	2011	TOYOTA	PRIUS	755ZAR	JTDKN3DU1C1483702	RED
525	SWG	2011	DODGE	CARAVAN	133ZAS	2D4RN3DG4BR613428	RED
571	SWG	2011	DODGE	CARAVAN	929ZAQ	2D4RN4DG1BR795305	WHITE
572	SWG	2011	DODGE	CARAVAN	930ZAQ	2D4RN4DG3BR779056	WHITE
584	SWG	2011	DODGE	CARAVAN	971ZAQ	2D4RN5DG9BR706909	WHITE
605	SWG	2011	DODGE	CARAVAN	999ZAR	2D4RN4DGXBR714933	GREEN
614	SWG	2011	DODGE	CARAVAN	014ZAT	2D4RN4DG6BR709924	GRAY
632	SWG	2011	CHRY	TN & CTRY	729ZAS	2A4RR5DGOBR665369	GRAY
654	SWG	2011	DODGE	CARAVAN	424ZAS	2D4RN4DG7BR602218	WHITE
401	CAR	2010	TOYOTA	PRIUS	043ZAQ	JTDKN3DU4A0146234	WHITE
403	CAR	2010	TOYOTA	PRIUS	576ZAP	JTDKN3DU7A0084490	TAN
407	CAR	2010	TOYOTA	PRIUS	920ZAQ	JTDKN3DU3A0104119	TAN
408	CAR	2010	TOYOTA	PRIUS	918ZAQ	JTDKN3DU4A1121764	GRAY
409	CAR	2010	TOYOTA	PRIUS	919ZAQ	JTDKN3DU2A0109165	SILVER
410	CAR	2010	TOYOTA	PRIUS	916ZAQ	JTDKN3DU9A1117869	TAN
412	CAR	2010	TOYOTA	PRIUS	064ZAQ	JTDKN3DU6A0151533	SILVER
414	CAR	2010	TOYOTA	PRIUS	983ZAS	JTDKN3DU3A0162828	GRAY
415	CAR	2010	TOYOTA	PRIUS	988ZAS	JTDKN3DU5A0100976	BLACK
416	CAR	2010	TOYOTA	PRIUS	987ZAS	JTDKN3DU0A5153202	BLACK
417	CAR	2010	TOYOTA	PRIUS	736ZAS	JTDKN3DU5A0117597	SILVER
418	CAR	2010	TOYOTA	PRIUS	717ZAS	JTDKN3DUXA0152202	BLUE

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419	CAR	2010	TOYOTA	PRIUS	982ZAS	JTDKN3DU1A0164741	WHITE
422	CAR	2010	TOYOTA	PRIUS	981ZAT	JTDKN3DU8A0163778	GRAY
426	CAR	2010	TOYOTA	PRIUS	058ZAQ	JTDKN3DU7A0225283	BLUE
427	CAR	2010	TOYOTA	PRIUS	737ZAS	JTDKN3DUXA0235872	BLACK
430	CAR	2010	TOYOTA	PRIUS	573ZAP	JTDKN3DUXA0243695	RED
431	CAR	2010	TOYOTA	PRIUS	811ZAR	JTDKN3DU4A1300743	28990
506	SWG	2010	CHRY	TN & CTRY	977ZAR	2A4RR5D18AR259317	GOLD
520	SWG	2010	DODGE	CARAVAN	240ZAR	2D4RN5D11AR165302	SILVER
523	SWG	2010	DODGE	CARAVAN	821ZAR	2D4RN4DE2AR130300	SILVER
547	SWG	2010	DODGE	CARAVAN	818ZAR	2D4RN4DE2AR306326	SILVER
581	SWG	2010	DODGE	CARAVAN	974ZAQ	2D4RN4DE7AR144144	MAROON
592	SWG	2010	CHRY	TN & CTRY	959ZAQ	2A4RR5D1XAR308968	SILVER
608	SWG	2010	DODGE	CARAVAN	239ZAR	2D4RN4DE0AR276856	BLACK
609	SWG	2010	DODGE	CARAVAN	835ZAR	2D4RN4DE6AR385676	BLACK
612	SWG	2010	CHRY	TN & CTRY	415ZAS	2A4RR5D17AR414553	BLACK
619	SWG	2010	DODGE	CARAVAN	806ZAR	2D4RN4DE0AR244506	BLUE
622	SWG	2010	DODGE	CARAVAN	807ZAR	2D4RN5D19AR143564	BLACK
627	SWG	2010	DODGE	CARAVAN	419ZAS	2D4RNADE3AR439211	BLUE
631	SWG	2010	DODGE	CARAVAN	709ZAS	2D4RN5D17AR106738	RED
633	SWG	2010	CHRY	TN & CTRY	995ZAS	2A4RR5D14AR320016	WHITE
645	EXT	2010	FORD	E 150	994ZAS	1FMNE1BL8ADA61333	BLUE
649	SWG	2010	CHRY	TN & CTRY	712ZAS	2A4RR4DE7AR304857	GRAY
62	SWG	2009	CHRY	TN & CTRY	292ZAP	2A8HR44E19R536070	WHITE
515	SWG	2009	DODGE	CARAVAN	261ZCB	2D8HN44E39R532543	BLUE
518	SWG	2009	CHRY	TN & CTRY	243ZAR	2A8HR54139R577559	RED
524	SWG	2009	DODGE	CARAVAN	946ZAQ	1D8HN44E49B502269	BLACK
526	SWG	2009	CHRY	TN & CTRY	019ZAS	2A8HR44E19R526574	RED
528	SWG	2009	CHRY	TN & CTRY	823ZAR	2A8HR54139R530113	WHITE
529	SWG	2009	DODGE	CARAVAN	987ZAR	2D8HN54189R538535	GREEN
540	SWG	2009	CHRY	TN & CTRY	759ZAR	2A8HR44E19R656578	GREEN
545	SWG	2009	DODGE	CARAVAN	986ZAR	2D8HN44E79R593300	BLUE
548	SWG	2009	DODGE	CARAVAN	937ZAQ	2A8HR44E49R551629	RED
553	SWG	2009	DODGE	CARAVAN	941ZAQ	2D8HN44E49R507036	SILVER
558	SWG	2009	CHRY	TN & CTRY	815ZAR	2A8HR54119R577429	GREEN
560	SWG	2009	DODGE	CARAVAN	754ZAR	2D8HN44E09R654485	GRAY
562	SWG	2009	DODGE	CARAVAN	129ZAS	2D8HN44E29R699461	GRAY
566	SWG	2009	DODGE	CARAVAN	259ZCB	2D8HN44E89R616440	TAN
573	SWG	2009	CHRY	TN & CTRY	931ZAQ	2A8HR44E89R524384	RED
579	SWG	2009	DODGE	CARAVAN	964ZAQ	2D8HN44E59R621319	GREEN
585	SWG	2009	DODGE	CARAVAN	968ZAQ	2D8HN44E09R655474	WHITE
589	SWG	2009	DODGE	CARAVAN	963ZAQ	1D8HN44E19B513567	BLUE
594	SWG	2009	CHRY	TN & CTRY	749ZAR	2A8HR44EX9R617262	BLACK
503	SWG	2008	DODGE	CARAVAN	839ZAR	2D8HN54P58R113017	BLACK

Warren County Job and Family Services
Request for Proposals (RFP) SFY's 2019-2021
Non-Emergency Transportation Services (NET)

Universal Transportation Systems Response

	Type	Year	Make	Model	LIC#	Vin	Color
507	SWG	2008	CHRY	TN & CTRY	843ZAR	1D8HN54P78B184394	GOLD
516	SWG	2008	CHRY	TN & CTRY	245ZAR	2A8HR54P28R127789	BLUE
522	SWG	2008	DODGE	CARAVAN	014ZAS	1D8HN44H48B100356	RED
527	SWG	2008	DODGE	CARAVAN	132ZAS	1D8HN44H18B110360	BLUE
530	SWG	2008	DODGE	CARAVAN	989ZAR	1D8HN54P78B114829	RED
531	SWG	2008	DODGE	CARAVAN	882YNF	2D8HN54P68R120431	BLACK
542	SWG	2008	CHRY	TN & CTRY	758ZAR	2A8HR44H78R766396	BLUE
543	SWG	2008	DODGE	CARAVAN	757ZAR	1D8HN44H78B171423	SILVER
549	SWG	2008	DODGE	CARAVAN	934ZAQ	1D8HN44H58B122642	BLUE
550	SWG	2008	DODGE	CARAVAN	938ZAQ	1D8HN44H38B118346	RED
555	SWG	2008	CHRY	TN & CTRY	944ZAQ	2A8HR54P18R104195	RED
559	SWG	2008	DODGE	CARAVAN	814ZAR	2D8HN54P18R746436	BLACK
561	SWG	2008	DODGE	CARAVAN	130ZAS	2D8HN44HX8R785268	ORANGE
563	SWG	2008	DODGE	CARAVAN	131ZAS	2D8HN44HX8R673408	ORANGE
564	SWG	2008	DODGE	CARAVAN	750ZAR	1D8HN44H18B160627	WHITE
574	SWG	2008	CHRY	TN & CTRY	933ZAQ	2A8HR54P68R648319	GOLD
593	SWG	2008	CHRY	TN & CTRY	957ZAQ	2A8HR54P28R139490	SILVER
596	SWG	2008	CHRY	TN & CTRY	018ZAS	2A8HR44H98R675758	SILVER
604	SWG	2008	DODGE	CARAVAN	997ZAR	1D8HN44H78B149521	SILVER
607	SWG	2008	CHRY	TN & CTRY	834ZAR	2A8HR44H28R123213	SILVER
613	SWG	2008	DODGE	CARAVAN	999ZAS	1D8HN54P48B147514	RED
635	SWG	2008	DODGE	CARAVAN	013ZAT	2D8HN54P48R683820	COPPER
639	SWG	2008	DODGE	CARAVAN	727ZAS	1D8HN54P28B172394	SILVER
648	SWG	2008	DODGE	CARAVAN	344YXZ	1D8HN44H78B115711	SILVER
651	SWG	2008	DODGE	CARAVAN	572YYG	2D8HN44H78R662981	ORANGE
655	SWG	2008	DODGE	CARAVAN	794ZAR	1D8HN44H08B170226	PEWTER
665	SWG	2008	DODGE	CARAVAN	425ZAS	2D8HN44H98R707094	WHITE
385	SWG	2007	CHRY	TN & CTRY	293ZAP	2A4GP54L67R138292	MAROON
395	SWG	2007	CHRY	TN & CTRY	068ZAQ	2A4GP54L57R216562	BEIGE
396	SWG	2007	CHRY	TN & CTRY	921ZAQ	2C8GP54L91R189765	WHITE
501	SWG	2007	DODGE	CARAVAN	761ZAR	1D4GP24R47B158910	RED
511	SWG	2007	CHRY	TN & CTRY	924ZAQ	2A4GP54L87R349381	BLUE
513	SWG	2007	DODGE	CARAVAN	928ZAQ	1D4GP24R07B242884	SILVER
56	SWG	2006	Dodge	CARAVAN	280ZAP	1D4GP24E16B653402	BLUE
114	SWG	2006	CHRY	TN & CTRY	733ZAS	2A4GP54L86R824820	SILVER
391	SWG	2006	DOD	CARAVAN	574ZAP	2D4GP44L86R835870	BLUE
398	SWG	2006	DOD	CARAVAN	048ZAQ	1D4GP24E76B653971	GRAY/BLUE
512	SWG	2006	CHRY	TN & CTRY	925ZAQ	1A4GP45R06B739966	GOLD
532	SWG	2006	DODGE	CARAVAN	844ZAR	2D4GP44L46R883477	BLUE
535	SWG	2006	DODGE	CARAVAN	992ZAR	1D4GP24R36B554910	GOLD
660	EXT	2006	FORD	E 350	426ZAS	1FMRE11WX6HA46068	WHITE
668	EXT	2006	FORD	E 150	797ZAR	1FMRE11W26HA36490	WHITE
669	EXT	2006	FORD	E 150	128ZAS	1FMRE11W76HA36467	WHITE

	Type	Year	Make	Model	LIC#	Vin	Color
670	EXT	2006	FORD	E 150	975ZAR	1FMRE11WX6HA36463	WHITE
671	EXT	2006	FORD	E 150	799ZAR	1FMRE11W46HA36457	WHITE
672	EXT	2006	FORD	E 150	798ZAR	1FMRE11W86HA36476	WHITE
15	SWG	2005	Dodge	CARAVAN	690ZAN	2D4GP44L75R173701	WHITE
18	SWG	2005	Dodge	CARAVAN	696ZAN	2D4GP44L25R240883	SILVER
47	SWG	2005	Dodge	CARAVAN	288ZAP	1D8GP24RX5B115295	RED
646	EXT	2004	FORD	E 350	HFJ2149	1FBNE31L54HB37769	WHITE
48	SWG	2003	Dodge	CARAVAN	286ZAP	1D4GP24343B150862	LT GREEN
662	EXT	2001	CHEV	EXPRESS	973ZAR	1GNNGG25R411215672	WHITE

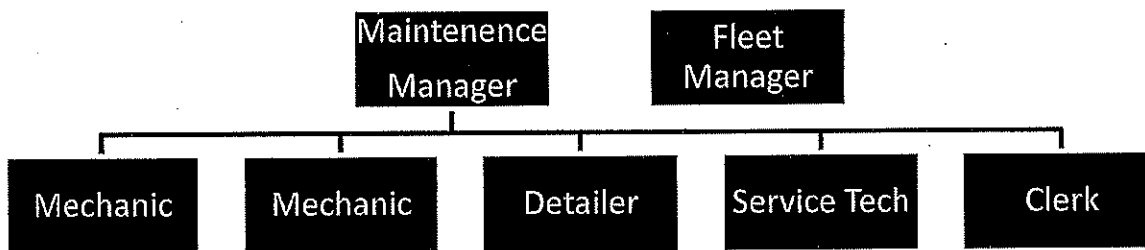
UTS Fleet Emergency kits

All UTS vehicles are equipped with a first aid kit, a blood borne pathogens kit, a knife designed for cutting restraint straps should an emergency evacuation be necessary, a 2 way VOIP system and a backup cell phone which will allow the vehicle to have constant emergency contact anywhere in the service area.

UTS maintenance program is second to none

UTS has a full on-site garage and maintenance program. We have built a comprehensive preventive fleet maintenance program successful in maximizing the safety of our vehicles, prolonging vehicle life, reducing time, and maximizing efficiencies. UTS is dedicated to a thorough preventive maintenance program resulting in minimal vehicle down time.

Maintenance Department Staffing



The UTS Maintenance department includes a Fleet Manager and Maintenance Manager. The Maintenance manager leads the garage staff to ensure all work is completed correctly and logged. The Fleet Manager is responsible for assigning all vehicles and equipment to drivers.

Our maintenance facility is staffed 12 hours a day Monday through Friday with a 24 hour on call mechanic 7 days a week. The overall supervision of the Maintenance Department is the responsibility of the Maintenance Manager, who is a member of the management team for UTS and reports to the President.

Preventive Maintenance Procedures

Preventive maintenance (PM) is performed at several levels. The PM program ensures vehicles and equipment are properly maintained for maximum life expectancy. In addition, the program reduces unscheduled repairs and road calls by addressing maintenance issues before a mechanical failure. ADA equipment operation and maintenance is addressed in two areas by the drivers as indicated in the Pre-Trip Inspection/Maintenance Request form and by mechanics as indicated in the mechanics PM inspection report checklist. At UTS, all personnel who come into contact with vehicles have PM responsibilities.

Mechanics:

Mechanics conduct annual scheduled inspections. During inspections, mechanics are required to repair all minor defects found or items that are worn or fatigued (i.e., cracked hoses or belts) which may be repaired or replaced in a short time frame. Major defects are reported to the Fleet Manager, who schedules the vehicle for repair. There are multiple levels of PM inspection at UTS:

3,000 Mile Checklist

- Start-up and Drive (check operation of :)
 - Starter, parking brake, service brake, and transmission.
 - Fuel gauge, oil gauge, battery charging gauge, windshield washer and wipers, steering wheel free play, heater and defroster, air conditioner, all window glass, doors, seats and lift equipment.
- Outside Inspection (check operation of:)
 - Hood, front end, kingpins, wheel bearings, tie rod ends, wheels and rims, tighten lugs, tires, check water, cracks and pressure, open lift end unfold, and lube all hinge pins and visually inspect.
- Under the Hood (check operations of :)
 - Air compressor, mounting and belt tension, steering gear and shaft (lube), power steering hoses and oil level, throttle linkage.
 - Water pump and fan belt, anti-freeze protected, water pump and fan hub (lube), crank case, breather - clean/change, battery - check water level, clean battery cables, master cylinder - fill and lubricate all fittings, fuel filter - change fuel leaks-correct, radiator - check level and pressure, clean hoses - check - adjust, alternator - belt tension, terminals - check and lube, air filter - change exhaust system - tighten, engine oil - change.
- Under Chassis
 - Engine and trans bolts - check and adjust
 - Body bolts - check and adjust
 - Transmission - check gear and oil level

- o Transmission – check cover, belt and seal areas for leaks
- o Differential – check gear oil level and clean breather
- o Brakes – adjust (if needed)
- o Springs, shackles, U bolts – check for cracks, rust, and correct tension
- o Jack up and spin check all tires – look for wear and foreign objects.
- Drive off and Park
 - o Engine oil – check level, hood latch – check, record for all pertinent information in logbooks.

9,000 Mile Checklist

- 3,000-mile check
- Rotate tires if needed
- Check shocks
- Check exhaust system
- Check battery voltage
- Check wheel bearing and brakes
- Complete visual inspection

12,000 Mile Checklist

- 3,000-mile check
- Road test for all systems
- Check EGR and ECS systems
- Clean fuel injectors
- Complete visual inspection

The inspections cycle through all PM's and then start over to repeat the cycle. Repairs identified during the 3,000-mile inspection are performed when found or the vehicle is taken out of service.

Maintenance Record and Control Procedures:

UTS' vehicle maintenance and repair staff utilize ShopKey diagnostic and preventative maintenance software to provide a resource to assist automotive repair businesses increase efficiency. UTS also implemented RTA as a vehicle and maintenance database which tracks all procedures performed on every vehicle whether services at the UTS facility or outsourced to other maintenance partners.

The maintenance department makes use of several computer programs and hard copy forms to record maintenance activity data. These include:

Daily Inspection Form:

The driver uses this form to conduct a daily safety inspection. These forms are turned in at the end of his or her shift to dispatch. The inspection forms are examined for any safety related items that require attention before the vehicle is scheduled.

Drivers are required to do a daily pre-trip inspection of their vehicles. Forms will be submitted weekly to Fleet Manager. The Fleet Manager logs the receipt of the daily inspections in the Monthly Vehicle Database. The Fleet Manager reviews daily inspections to ensure all data is complete. Drivers improperly completing form will be contacted by Fleet Manager to review and correct documentation.

Drivers will report any known defects on a Maintenance Work Order. The Fleet Manager views the forms daily to prioritize repair schedule. The driver can review his or her previous entries to check on the status of repairs. This program is an invaluable tool to facilitate a good working relationship between the maintenance staff, the operations staff and the drivers.

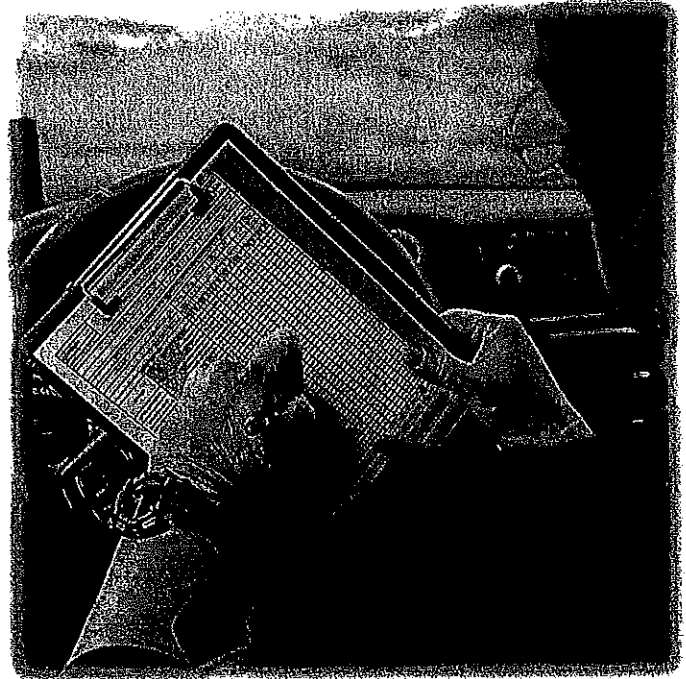
Maintenance and Vehicle Logs:

UTS' Maintenance management system tracks virtually every aspect of the maintenance program and provides a wide range of reports through the RTA application.

Included are parts lists, vehicle usage reports, repair history reports, preventive maintenance history reports and fueling reports. Another important feature includes forecasting when vehicles will be due for PM inspections which assist in scheduling the maintenance in an efficient manner. There is virtually nothing maintenance related that is not tracked in this system.

Road Call Report:

In response to an in-service mechanical failure, the dispatcher will alert the Fleet Manager who will attempt to diagnosis the problem. If the maintenance technician cannot resolve the failure the on-road maintenance van will be dispatched to the scene. Depending on the time to the next appointment a replacement vehicle may be dispatched. The dispatcher will reassign clients to the nearest available driver. In the event of a mechanical breakdown, every effort is made to transport clients to their appointment on time. The dispatcher will record the deficiency on the log.



UTS is experienced with clients who have Special Needs

UTS has been providing transportation for clients with special needs for close to 40 years. We currently perform approximately 50,000 trips a year for Wheelchair clients and transport thousands of clients with developmental disabilities each month and students with Individual Education Programs for dozens of school districts.

UTS understands the importance of providing all clients with the highest level of service. Our training covers all areas of special needs and sensitivity to all clients. No person shall be denied access to participate in transit service, programs, or activities simply because a person has a disability.

Our policies and training emphasize:

- Standards or rules ensuring individuals with disabilities an equal opportunity to enjoy services, programs, or activities.
- Use of auxiliary aids and services when necessary to ensure effective communications.
- UTS train's staff and drivers to operate our service in ways accessible by individuals with disabilities.

UTS will fully comply with all aspects of this RFP and will transport Wheelchair clients as required by this RFP. UTS drivers will always be courteous and happy to provide assistance as needed.

Our company has decades of experience transporting consumers in wheelchairs and with special needs.

Similar to the prior NET contracts with WCDJFS, UTS developed a single rate for both ambulatory trips and non-ambulatory trips in this proposal. Our pricing is based on the current historical mix of ambulatory and non-ambulatory trips and assumes that UTS is selected as the exclusive provider to WCDJFS of NEMT transportation services. We would not be able to offer this low, single rate for both services without the scale afforded as the exclusive provider under this contract.

Section c: Proof of Liability Coverage

UTS exceeds all required liability requirements. Please see Attached Certificates of Liability



UNIVE-1
CERTIFICATE OF LIABILITY INSURANCE

OP ID: AR
 DATE (MM/DD/YYYY)
 05/20/2019

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 have ADDITIONAL INSURED provisions or 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).


PRODUCER Moon & Adron Insurance 180 N Breiel Blvd Middletown, OH 45042 Kyle Kilburn 513-422-4504	AGENT Kyle Kilburn PHONE (A.C. No. Exp.) 513-422-4504 FAX (A.C. No.) 513-422-7873 E-MAIL ADDRESS:
INSURED Universal Transportation Systems, LLC Holland Park Investments LLC 9901 Princeton Glendale Rd. West Chester, OH 45326	INSURER(S) AFFORDING COVERAGE INSURER A: SELECTIVE INS CO OF AMERICA NAIC # 14376 INSURER B: INSURER C: 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.

TYPE	TYPE OF INSURANCE	ADDITIONAL INSURED	RATED	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIED PER: <input type="checkbox"/> POLICY <input type="checkbox"/> FROJECT <input checked="" type="checkbox"/> LOC OTHER:	X		\$ 2297659	07/21/2018	07/21/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 500,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADY INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COM/OP ARG \$ 3,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Per accident) \$ 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 DED RETENTIONS			\$ 2297659	07/21/2018	07/21/2019	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input checked="" type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED? (Mandatory in OH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	\$ 2297659 STOP GAP	07/21/2018	07/21/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER EL EACH ACCIDENT \$ 1,000,000 EL DISEASE - EA EMPLOYEE \$ 1,000,000 EL DISEASE - POLICY LIMIT \$ 1,000,000
A	Cyber Liability			\$ 2297659	07/21/2018	07/21/2019	1,000,000
A	Crime			\$ 2297659	07/21/2018	07/21/2019	100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Warren County Dept of Jobs and Family Services are listed as an additional when applicable.

CERTIFICATE HOLDER Warren County Dept of Jobs and Family Services 416 S East Street Lebanon, OH 45036	CANCELLATION 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 
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WINTTRA-02

NCVDMS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
 1/18/2019

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 have ADDITIONAL INSURED provisions or 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).

PRODUCER American Highways Ins. Agency 3250 Interstate Drive Richfield, OH 44286	CONTRACT NUMBER PHONE (INS. No. Excl): (800) 935-2442 FAX (A/C. No.): (330) 659-8912	
	E-MAIL ADDRESS: service@highwaysinsurance.com	
INSURED Holland Park Investments, LLC dba UTS 9900 Princeton Glendale Rd. Suite 201 West Chester Township, OH 45246	INSURER(S) AFFORDING COVERAGE NAIC#	
	INSURER A: National Interstate Insurance Company 32620	
	INSURER B:	
	INSURER C:	
	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.

TYPE	TYPE OF INSURANCE	ADDITIONAL INSURER (INDICATE)	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXP. DATE (MM/DD/YYYY)	LIMITS	
A	<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"/> EXCESS <input type="checkbox"/> LOC OTHER:	X	XPP2419380-14	2/1/2019	2/1/2020	EACH OCCURRENCE	\$ 5,000,000
						DAMAGE TO RENTED PREMISES (Per occurrence)	\$ 250,000
						MED EXP (Any one person)	\$ 5,000
						PERSONAL & ADV INJURY	\$ 5,000,000
						GENERAL AGGREGATE	\$ 5,000,000
						PRODUCTS - COMP/OP AGG	\$ 5,000,000
							\$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION\$	X	XPP2419380-14	2/1/2019	2/1/2020	COMBINED SINGLE LIMIT (Per person)	\$ 5,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
							\$
						EACH OCCURRENCE	\$
						AGGREGATE	\$
							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPERTY DAMAGE/BI/DE/EXECUTIVE OFFICERS/DIRS/EXCLUDED? (Mandatory in OH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A			PER STATUTE OTH#	
						EL EACH ACCIDENT	\$
						EL DISEASE - EA EMPLOYEE	\$
						EL DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Physical Damage Deductibles:
 Charter Vehicles: \$10,000 Specified Perils/Collision
 All Other Vehicles: \$2,500 Specified Perils/\$5,000 Collision
 Private Passenger Service: \$1,000 Comprehensive/Collision
 Warren County Board of Commissioners are additional insured on the auto liability and general liability pursuant to the terms and conditions of the policy.

CERTIFICATE HOLDER Warren County Dept. of Health and Human Services Board of Warren County Commissioners 416 South East Street Lebanon, OH 45036	CANCELLATION 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

Ohio	Bureau of Workers' Compensation	30 W. Spring St. Columbus, OH 43215
Certificate of Ohio Workers' Compensation		
<p>This certifies that the employer listed below participates in the Ohio State Insurance Fund as required by law. Therefore, the employer is entitled to the rights and benefits of the fund for the period specified. This certificate is only valid if premiums and assessments, including installments, are paid by the applicable due date. To verify coverage, visit www.bwc.ohio.gov, or call 1-800-644-8282.</p>		
<p>This certificate must be conspicuously posted.</p>		
Policy number and employer 01066302		Period Specified Below 07/01/2018 to 07/01/2019
WINTON TRANSPORTATION LLC UTS 5284 WINTON RD FAIRFIELD, OH 45014-3912		
www.bwc.ohio.gov Issued by: BWC		 Administrator/CEO
<p>You can reproduce this certificate as needed.</p>		

Ohio Bureau of Workers' Compensation	
Required Posting	
<p>Effective Oct. 13, 2004, Section 4123.54 of the Ohio Revised Code requires notice of rebuttable presumption. Rebuttable presumption means an employee may dispute or prove untrue the presumption (or belief) that alcohol or a controlled substance not prescribed by the employee's physician is the proximate cause (main reason) of the work-related injury.</p>	
<p>The burden of proof is on the employee to prove the presence of alcohol or a controlled substance was not the proximate cause of the work-related injury. An employee who tests positive or refuses to submit to chemical testing may be disqualified for compensation and benefits under the Workers' Compensation Act.</p>	
Ohio	Bureau of Workers' Compensation
<p>You must post this language with the Certificate of Ohio Workers' Compensation.</p>	

Section d: Staff Qualifications:

UTS has some of the most experience and qualifies staff members and drivers in the industry

The basis of all successful transportation programs is a team of fully trained, experienced drivers, as well as dispatchers and administrative staff. Many senior members of the UTS staff have more than 25 years of experience with our company and Jobs and Family Service contracts.

UTS will fully dedicate a group of drivers and staff members to this program as well as leverage our extensive corporate team to provide strong leadership and oversight. In the past 12 months UTS hired a new VP of Operations with over 20 years of experience in Non-Emergency Medical Transportation. This strong addition has created an increased focus on safety. We have also added 5 on the road driver trainers that focus on improving practical safety performance while driving.



UTS has also entered into a partnership with Group Management Services in late 2017 to add substantial support to our fully staffed and experienced HR department. GMS is a leading consulting and outsourcing company in the Human Resources Field. They are partnering to help UTS recruit, train and retain the best employees in the industry. A shortage of strong drivers, schedulers, and dispatchers is challenging the transportation industry and requiring leading employers to offer more competitive employment packages, training and reward programs. GMS is helping UTS to recruit and maintain great employees, allowing our internal HR department to focus on compliance, customized training, and excellent record keeping.

UTS prides itself on some of the lowest driver and staff turnover in the transportation industry. Our leadership tenure is unrivaled in the area. Carolyn Burer, UTS president has been employed by the company for over 25 years. The average tenure across all employees is 4.5 years and our management team have a combined 160 years of experience at UTS.

The leadership team clearly understand the high value of low driver turnover from both a performance and financial perspective. UTS offers a comprehensive list of employee benefits that has led to our market leading retention rates including:

- Very competitive hourly wage including a \$1/ hour wage increase for all UTS driver's that went into effective 8/11/2017
- UTS driver's, with management approval, may keep their company vehicle at their residence to ensure employees have safe reliable transportation to and from work
- All full-time hourly employees are eligible for enrollment in comprehensive medical coverage. Includes options for medical, dental, and vision coverage.
- UTS recognizes employees for exemplary performance and attendance through significant quarterly cash bonus programs.
- UTS provides each employee with three uniform shirts and a jacket.
- Extensive promotional opportunities

To ensure these individuals have the skill set necessary to perform their jobs efficiently and effectively, UTS devotes a great deal of time and effort to our training program. We have a proven curriculum designed by our VP of Operations, Tom Nicolaus and executed by our training and safety team. Training Manager, Darrell Hunter and the JFS Program Manager, Cetress Coston ensures all UTS staff members are thoroughly trained.



Training Manager, Darrell Hunter



JFS Program Manager, Cetress Coston

Hiring and screening the right candidates is the cornerstone of attracting and training great employees. UTS relies on a screening policy that includes job descriptions, stringent hiring practices, strong driving record underwriting, full drug and alcohol testing programs with a zero-tolerance approach. We fingerprint for local and federal background investigations, perform an annual T-8 or ODOT physicals, combined with positive reinforcement of successful performance including awards, bonus programs, and opportunities for promotion.

State and Federal governments establish driver qualifications and standards. UTS far exceeds set standards through a stringent hiring, training, evaluation and advancement program.

UTS has some of the most stringent pre-hire screening in the industry Including:

- Employees must be US citizens or be a documented person who was lawfully admitted for permanent residence.

- Employees must be 21 years of age; Drivers must be at least 24 years of age
- Annual clean driving record from the Bureau of Motor Vehicle
- FBI/ BCII fingerprint background check
- Driver's identity is screened by Abuser Registry, Nurse Aide Registry, Sex/Child Offender, Systems for Award Management, and Incarcerated Offenders.
- Drivers pass pre-employment, post-accident & random drug & alcohol screening
- Ohio Central Registry database screening
- UTS checks employee references and verifies all previous work history

All policies and procedures are in compliance with Ohio Revised Code 2151.86, Medicaid Law and as dictated contractually to UTS. UTS will also ensure all employees assigned to this WCDJFS contract will sign a release of information to allow inspection and audit of the employee's criminal records transcripts or reports by WCDJFS or anyone conducting compliance reviews on its behalf.

UTS will be responsible for complying with all applicable state and local laws. We shall implement safety rules and procedures in accordance with industry best practices and WCDJFS procedures. UTS will provide its employees intensive safety training prior to working. We will have a completely stocked first aid kit on the job site at all times. Our safety policies set forth operating guidelines that reduce workplace accidents, incidents, and injuries. UTS' Safety Manual addresses vehicle operations, regulatory compliance, maintenance operations, hazardous materials, operational safety practices, and facility emergency management.

Our safety guidelines also outline responsibilities for all safety, executive and managerial/ supervisory roles. These guidelines additionally outline expectations regarding facility safety and upkeep. UTS's strength lies in its approach to cohesive safety messaging and recognition. Safety is our number one priority.

UTS has a safety committee that works together to create and maintain a safe work environment for all employees. This committee plays an important role in implementing our Safety Program and reducing and resolving location hazards. This committee is facilitated by Tom Nicolaus, VP of Operations. We will address the safety and security protocols for the facility, personnel and in-service vehicle operations. This program includes:

- Emergency Procedures
- Site and location evaluations
- Handling emergency equipment
- Road emergency
- Assault information
- Blood borne pathogens
- Accident response plan
- Accident review and analysis
- Determination of preventable or non-preventable accidents

- Employee re-training provision
- Safety awareness programs
- Security drills and protocols
- Picture ID issued by UTS

UTS will ensure that safety staff attends a monthly meeting. We will also participate in periodic emergency readiness training drills at the direction of WCDJFS

Since each of UTS' employees have already received appropriate training, this will not be an additional step to be completed during implementation. UTS keeps detailed records of all training activities and will allow WCDJFS access if requested.

Driver Training Program:

Formal driver training is essential for the safety of our clients, and UTS takes pride in our ability to attract and retain qualified drivers and ensure their appropriate training. After careful screening our drivers can begin training. Any employee that comes in contact with a WCDJFS client will be compliant with ORC 2151.86 and complete an annual complete criminal record check. Individuals who have been convicted of or plead guilty to any violation of any of the laws contained in the Ohio Revised Code Section 5153.111(B)(1) or Section 2919.24 as confirmed by the Ohio Attorney General BCII/ FBI check will not come into contact with WCDJFS' Consumers.



Furthermore, no employee will operate a vehicle if an individual has a condition which would affect safe operation of a motor vehicle or If any individual has six (6) or more points on his or her driver's license, or the individual has been convicted of driving while under the influence of alcohol and/or drugs.

UTS will not utilize any individual who has been convicted or plead guilty to any violations contained in ORC 5153.111(B)(1).

Once hired UTS Driver Training includes a 55-hour training curriculum, annual refresher training, and 4 hours of required annual safety meetings. Our training for new drivers includes 20 hours of classroom training and 35 hours of On-The-Road training. This includes the ADA approved Drive Training to ensure client sensitivity and communication.

Classroom Training Topics and Certifications:

- Blood Borne Pathogens
- First Aid / CPR Certification

- Drive Training
- Fundamental Safety Practices
- Defensive Driving
- HIPAA Compliance
- Workplace Harassment
- Pre / Post Trip Inspections
- Car Seat/Wheelchair Procedures
- Emergency Procedures
- Trapeze Tablet & Communication
- ISP/ BSP Provider Training
- Incident/Complaint Handling and Documentation
- Cell Phone/ Distracted Driving
- Railroad Crossing Procedures
- Substance Abuse Training
- Employee Handbook Policy
- Rights of Individuals with DD
- Major Unusual Incident Reporting (MUI)
- Overview of Serving People with Disabilities
- Defensive Driving DDC#8

On the Road Driver Training:

- Pre-Trip Inspections
- Steering
- Turns
- Intersections
- Backing
- Lane Change
- Service Stops
- Paratransit Review
- National Safety Council Defensive Driving
- Passenger Assistance Training (Hands-On ADA Compliance)
- Parking and Pick-up Placement
- Railroad Crossings
- Ramp Use
- Car Seat installation, sizing and safety training
- Training on Ohio's Child Passenger Safety Law is defined in Ohio Revised Code 4511.81.

UTS retains all completed training and background records in each employee's file. This information is available to WCDJFS upon request.

Continuing Driver Education:

Continued Driver training is a vital piece of UTS' driver education program and training process. All drivers are required to attend eight hours of retraining every year, as well as 4 hours of annual safety training. The training reviews topics covered during initial training, including defensive driving, passenger assistance, operational issues, and selected safety matters such as customer service, railroad crossing safety, and car seat and booster seat securement.

In addition, drivers are reevaluated once a year in accordance with their date of hire to ensure safe driving habits and proper licensure and credentials. At this time, licenses are verified to check that they are valid, and if they are close to expiration, measures are taken to renew the certificates.

Drivers also receive continuing education on specific contract requirements for scope of service. Each driver will be required to thoroughly read section 1.2 (Scope of Service) of this RFP and sign a waiver acknowledging that they have received, read and understand the requirements of the WCDJFS RFP for NET Transportation Services. This ensures there is no confusion on the requirements of this contract.

Scheduler, and Dispatcher Training

Schedulers and dispatchers are a crucial part of a successful transportation program as they manage and monitor performance, bridging the gap between the WCDJFS and its passengers. Because we understand the importance of these positions, we focus on the hiring and retention of effective individuals. UTS trains and empowers these individuals to act in the best interest of the program, problem-solve, and resolve conflicts. Our thorough training program instructs our staff to strike the appropriate balance between customer service and efficiency. Our schedulers and dispatchers are fully-trained and highly effective in their roles.

Scheduler and Dispatcher Training Curriculum:

- Novus TripSpark Capabilities
- Zello instant communication App
- Responsibilities & Teamwork
- HIPAA Compliance
- Workplace Harassment
- OSHA Compliance
- Collision Investigation
- WCDJFS Service Standards
- Dispatch Protocol
- On Time Performance
- Evacuation Procedures
- Responding to Incidents
- Difficult Customers
- Emergency Protocols

Team Leaders and Driver Trainers

Due to the importance of the role, our driver trainers and team leaders can handle and resolve problems and will always be fair, approachable, and friendly. In addition to completing the required vehicle operator

training courses, driver trainers and team leads receive training on each of his/her duties and an additional week-long training regarding on-street supervision and observations, accident/incident investigation and reporting, general record keeping and reporting, and service interruption response.

Please see resumes for key staff members and positions starting on the next page

CEO/ Owner

Senior Executive/ General Manager/ Strategic Joint Business Planning

Respected executive with distinguished 20-year career leading sales, marketing, finance and operations for Fortune 500 companies and private family businesses

Work Experience:

**Universal Transportation Systems
Chief Executive Officer/ Owner**

**2016- Present
West Chester, OH**

- Responsible for all aspects of Strategy, Contracts, Compliance, Service, Operations, and Finance for UTS which performs 800,000 trips and \$16.5MM in revenue per year
- Accountable for employee performance, safety, and execution for 200 drivers & staff
- Responsible for client satisfaction and continual improvement process driven by regular customer satisfaction surveys and 360-degree feedback process
- Oversees safety, reliability and efficiency of UTS' fleet of 225 vehicles
- Accountable for building comprehensive Transportation Network ensuring safety, reliability and performance across 10+ sub-contractor providers

**Campbell's Soup Company
Vice President Sales- Kroger Team**

**2014- 2017
Cincinnati, OH**

- Led over \$700MM in Sales across some of Campbell's largest customers
- Responsible for logistics of delivering 14,000 trucks of products states every year
- Drove significant growth in Gross Sales, Net Sales and EBIT by delivering significant productivity and operational efficiencies

**PepsiCo
Sr. Director of Sales Quaker- Grocery Channel Lead**

**2008- 2014
Chicago, IL**

- Lead Quaker Foods and Snacks portfolio across the grocery channel with over \$1.9B in annual retail sales with 200+ national and regional customers
- Develop all Sales, Operations and Marketing Strategies for Quaker Food and Snacks
- Led sales team over 200 employees coast to coast

Vice President/ General Manager

Charlotte, NC

- Led total PepsiCo business at one of the company's largest customers including Pepsi, Gatorade, Frito-Lay, Quaker and Tropicana, totaling over \$750MM in annual sales
- PepsiCo named as by Customer as Best in Class Joint business partner Fostered deep customer relationships from CEO down to drive high share of mind and resources

**The Schwan Food Company
Vice President – Marketing**

**2003- 2008
Cincinnati, OH**

- Redesigned go to market strategy to deliver revenue growth after 5 years of decline.

Education:

Miami University
B.A., Business Administration

1994 – 1998

Reference

Lori Byrd, JFS Financial Benefits Supervisor. Montgomery County JFS (937) 225-6188

President

The role of the President at UTS is to ensure that all contract requirements are being met with the daily focus to direct the activities of the staff relative to established procedures and continually monitor progress for quality assurance.

The president has over 25 years of experience working with the JFS community and is instrumental to delivering safe, reliable and cost effective transportation to thousands of clients daily across the region

Work Experience:

Universal Transportation Systems General Manager/ President

***1996- Present
West Chester, OH***

- Managing overall expectations pertaining to setting accurate schedules, costs and resources. Ensures delivery against QA goals and objectives.
- Provides necessary definition, development and deployment of quality assurance strategy, addressing all appropriate areas of contractual requirements.
- Directly supervises preparation and delivery of performance evaluations and training activities.
- Establishes and maintains policy for all documentation. Reviews documentation before sharing with internal and external audiences.
- Implements ongoing quality improvement processes working with interdepartmental teams.
- Maintains consistency of program deliverables including the design, definition and implementation phases through quality checkpoints and testing.
- Develops and manages quality assurance metrics for performance improvement of all teams.
- Manages and responds to software quality assurance issues with related groups.
- Anticipates challenges and takes corrective action, escalating as needed, to resolve and achieve commitments. Assures the viability, functionality and effectiveness of essential tools.
- Responsible for creating tasks and checklists for software deployment.
- Provides effective communication regarding issues, objectives, initiatives and performance to plan.
- Manages the planning and execution of program specifics including all associated resources to meet contractual requirements.
- Responsible and accountable for managing the timing of interdepartmental deliverables and the quality of their output.
- Works with all staff to develop reasonable project schedules and resource allocation models for QA related projects and other activities such as software deployment, customer integration, and professional services.

Reference

**Bill Morrison, Executive Director, Butler County Jobs and Family Services- (513) 887-5600
General Manager has worked with Executive Director for 2 years on JFS transportation**

WCDJFS Program Manager

UTS' Fleet and Safety Director has more than 15 years in the passenger transportation industry. She has worked with Peterman, MTM and now UTS. She brings a wealth of knowledge on fleet management and improving safety outcomes.

Work Experience:

**Universal Transportation Systems
Fleet and Safety Director**

***2016- Present
West Chester, OH***

- Manages entire fleet of 215+ vehicles and collaborates with Maintenance manager on all preventative maintenance programs
- Supervises Maintenance Department staff at all UTS locations
- Supervises annual state wheelchair inspections with 100% compliance
- Analyzes all accidents data to identify safety risks to build comprehensive correction plans
- Assignment of vehicles, tablets and equipment to drivers
- Provides daily safety training and reminders to all drivers and monitors
- Works with Training Manger to provide guidance on child car seat installation, sizing and usage

**MTM Ride Right
Operations Manager, WCDJFS Service Program**

***2010- 2016
Cincinnati, OH***

- Managed Relationship with WCDJFS and travelled to vendors as needed
- Scheduled more than 1,000 trips per day and monitored 60 Ride Right Vehicle maintenance program
- Managed over 100 employees handling scheduling, performance appraisals, merit increases, payroll, career development, and discipline
- Skilled in TripSpark and Microsoft Business Suite

**Peterman, LLC
Driver**

***2002- 2009
Cincinnati, OH***

- Driver for Warren County Jobs and Family Services contract

Reference

Geoff Kuzio, CEO, Universal Transportation Systems- (513) 858-7950
General Manager reports to CEO

Administrator of Professional Services and Call Center Director

- Gifted leader with excellent people skills and the ability to create a team-focused environment
- Strong communication skills with various levels of employees across an organization including exempt and non-exempt
- Impeccable work ethic taking a strong personal interest in assigned tasks and delivering high level results
- Skilled at working with numbers, billing, facilitating payroll and related responsibilities such as child support, wage garnishments, and employment verifications
- Creative thinker who is outspoken in finding solutions to problems
- Facilitator of Workers Compensation Administrator in the facilitation of the Premium Discount Program (PDP) and Drug-free Workplace Program (DWP)

Work Experience:

Universal Transportation Systems

1997- Present

Administrator of Professional Services and Call Center Director

West Chester, OH

As Call Center Director Oversee daily operations including call center, dispatch, scheduling, school transportation, maintenance, human resources, safety and accounting of a large paratransit transportation facility

- Meet and exceed all company set operations
- Ensure delivery of customer service excellence
- Cost effective purchasing
- Set and maintain productivity and quality standards
- Ensure departments complete work on time
- Implemented Call Center with Aastra Phone Systems
- Implemented Trapeze® Transportation Software

Assistant VP of Operations (2006-2009)

- Assisted with contract acquisitions
- Oversaw the RFP (Request for Proposals) process for UTS
- Managed all vendor relationships including, banks, lawyers, accountants, etc.
- Filed affidavits with banks for building projects and contractor bank draws
- Responsible for maintaining relationships with Attorneys and Third Party Administrators (For example, served as the representative during unemployment and worker's compensation hearings.)

Accounting Manager/Benefits Administrator (1997-2006)

- Responsible for auditing 150 timesheets on a weekly basis as well as payroll of administrative staff members across all companies under the same ownership
- Responsible for processing UTS payroll
- Administered and managed all payroll taxes and filing of company taxes

Reference

Geoff Kuzio, CEO, Universal Transportation Systems- (513) 858-7950
Administrator works for CEO for last year

Dispatcher

Dispatch Manager overseeing this contract has more than 25 years of driving, training and dispatch experience at UTS. This lifelong transportation veteran is extremely familiar with all aspects of TripSpark transportation software suite and has lived in the Cincinnati metro area his entire life making him an expert on our local geography.

Work Experience:

**Universal Transportation Systems
Dispatch Manager (2009- present)**

**1992- Present
West Chester, OH**

Dispatch manager leads the dispatching, performance and monitoring of all WCDJFS trips across the dedicated fleet

- Assigns trips, minimizes wait and ride times
- Monitors and makes real time adjustments to trips based on network performance
- Ensure all safety policies are being adhered to by drivers and monitors
- Keeps in constant communication with dedicated drivers through Zello VIOP Application
- Reassigns trips driven by traffic, accidents or cancels at doors
- Assist call center to ensure all clients are aware of updates to trips
- Expert in Novus TripSpark® Transportation Software

Trainer (1997-2009)

- Oversaw driver training to ensure employees met safety, policy and key performance indicators
- Ensure all new employees met strict requirements of every UTS contract
- Assist Drivers with questions, customer assistance, and overall on the road training

Role Requirements

- Quality - Demonstrates accuracy and thoroughness; Looks for ways to improve and promote quality; Applies feedback to improve performance
- Ability to apply common sense understanding to carry out detailed, but uninvolved written or oral instructions
- Computer skills including good working knowledge of Microsoft Office
- Effective time management skills with a good attention to detail
- Knowledge of the restaurant or food industries would be an advantage
- Property Features/Services: Knowledge of services, amenities, hours of operation, property layout, and activities offered by property
- Excellent customer service and communication skills to support and build relationships with customers, drivers and members of the team
- Ability to add, subtract, multiply and divide in all units of measure, using whole numbers, common fractions and decimals
- Observe and document the overall quality of Pre/Post trip inspections

Reference

**Carolyn Burer, President, Universal Transportation Systems- (513) 858-7902
Dispatcher has worked for the President for over 15 years**

Driver

WCDJFS dedicated drivers have on average more than 10 years of experience in the transportation industry and have been working with UTS for more than 2 years

Work Experience:

Universal Transportation Systems

Driver

***2006- Present
West Chester, OH***

- Provide safe, courteous, and comfortable transportation for children and adults to and from destination
- Assist passenger boarding, exiting the vehicle and loading/unloading passengers
- Maintain order on the vehicle and enforce safety standards
- Adhere to all ORC and WCDJFS policies, rules and regulations
- Operate a two-way communication device to obtain direction and assignments
- Assist with maintaining cleanliness for transportation vehicles and checking to make sure vehicle is clean and standards are met

Role Requirements

Required certification for all UTS drivers include:

- FBI/ BCI Background Check Renewed every year
- Red Cross First Aid Certification Renewed every 2 years
- Red Cross CPR Certification Renewed every 2 years
- Medicaid Fraud, Waste & Abuse training Renewed every year
- Elderly Services Drive Certification Renewed every 3 years
- Blood Borne Pathogens Training Renewed every year
- GSC Defensive Driving Certification Renewed every 3 years
- Ohio Dept of Education Preservice Training Renewed every 6 years
- Drug & Alcohol Abuse Training Renewed every year
- DODD Major Unusual Incidents Training Renewed every year
- Clean MVR (Never had any 6-point convictions) Renewed every year
- T-8 Physical with Drug and Alcohol Screening Renewed every year
- Driver's identity is screened by Central Registry (SACWIS), Abuser Registry, Nurse Aide Registry, Sex/Child Offender, Systems for Award Management, and Incarcerated Offenders.
- Drivers are required to pass pre-employment drug and alcohol screening, post-accident and must participate in Random Drug Screening.

Reference

**Cathy Koop, Human Resources Director, Universal Transportation Systems- (513) 858-7916
Cathy is accountable for all Driver hiring and performance monitoring**

Monitors

WCDJFS dedicated monitors have been trained in all of the requirements for the Children and Family Services contract.

Work Experience:

**Universal Transportation Systems
Monitor**

***2006- Present
West Chester, OH***

- Provide safe, courteous, and comfortable supervision for children to and from destination
- Assist passenger boarding, exiting the vehicle and loading/unloading passengers
- Maintain order on the vehicle and enforce safety standards
- Adhere to all ORC and WCDJFS policies, rules and regulations
- If required, operate a two-way communication device to obtain direction and assignments, as well as report any incidents
- Assist with maintaining cleanliness for transportation vehicles and checking to make sure vehicle is clean and standards are met

Role Requirements

Required certification for all UTS drivers include:

- FBI/ BCI Background Check Renewed every year
- Red Cross First Aid Certification Renewed every 2 years
- Red Cross CPR Certification Renewed every 2 years
- Medicaid Fraud, Waste & Abuse training Renewed every year
- Elderly Services Drive Certification Renewed every 3 years
- Blood Borne Pathogens Training Renewed every year
- GSC Defensive Driving Certification Renewed every 3 years
- Ohio Dept of Education Preservice Training Renewed every 6 years
- Drug & Alcohol Abuse Training Renewed every year
- DODD Major Unusual Incidents Training Renewed every year
- Clean MVR (Never had any 6-point convictions) Renewed every year
- Driver's identity is screened by Central Registry (SACWIS), Abuser Registry, Nurse Aide Registry, Sex/Child Offender, Systems for Award Management, and Incarcerated Offenders.
- Monitors are required to pass pre-employment drug and alcohol screening, post-accident and must participate in Random Drug Screening.

Reference

**Cathy Koop, Human Resources Director, Universal Transportation Systems- (513) 858-7916
Cathy is accountable for all Driver hiring and performance monitoring**

Training Manager

The UTS training Manager has 25 years of experience in the passenger transportation business. His role is to ensure that every member of the UTS staff is fully trained, certified and compliant for every contract UTS fulfills.

Work Experience:

**Universal Transportation Systems
Training Manager**

***2006- Present
West Chester, OH***

- Leads a 5 day classroom and on-the-road for training session for every new UTS employee
- Leads a 90 day on boarding process to ensure drivers and monitors are confident and prepared to deliver great service
- Oversees yearly safety recertification training and 30 step vehicle daily inspection process
- Ensures all employees clearly understand and comply to ORC and WCDJFS policies, rules and regulations
- Clearly articulates UTS' policy and procedure manual to all new employees
- Will walk through the specific requirements for the WCDJFS contract with all assigned drivers

Ensures every driver has all of the following training and certifications

Required certification for all UTS drivers include:

- | | |
|---|-----------------------|
| • FBI/ BCI Background Check | Renewed every year |
| • Red Cross First Aid Certification | Renewed every 2 years |
| • Red Cross CPR Certification | Renewed every 2 years |
| • Medicaid Fraud, Waste & Abuse training | Renewed every year |
| • Elderly Services Drive Certification | Renewed every 3 years |
| • Blood Borne Pathogens Training | Renewed every year |
| • GSC Defensive Driving Certification | Renewed every 3 years |
| • Ohio Dept of Education Preservice Training | Renewed every 6 years |
| • Drug & Alcohol Abuse Training | Renewed every year |
| • DODD Major Unusual Incidents Training | Renewed every year |
| • Clean MVR (Never had any 6-point convictions) | Renewed every year |
| • Driver's identity is screened by Central Registry (SACWIS), Abuser Registry, Nurse Aide Registry, Sex/Child Offender, Systems for Award Management, and Incarcerated Offenders. | |
| • Monitors are required to pass pre-employment drug and alcohol screening, post-accident and must participate in Random Drug Screening. | |

Reference

**Cathy Koop, Human Resources Director, Universal Transportation Systems- (513) 858-7916
Cathy is accountable for all Driver hiring and performance monitoring**

Fleet & Safety Director

UTS' Fleet and Safety Director has more than 15 years in the passenger transportation industry. She has worked with Peterman, MTM and now UTS. She brings a wealth of knowledge on fleet management and improving safety outcomes.

Work Experience:

**Universal Transportation Systems
Fleet and Safety Director**

***2016- Present
West Chester, OH***

- Manages entire fleet of 215+ vehicles and collaborates with Maintenance manager on all preventative maintenance programs
- Supervises Maintenance Department staff at all UTS locations
- Supervises annual state wheelchair inspections with 100% compliance
- Analyzes all accidents data to identify safety risks to build comprehensive correction plans
- Assignment of vehicles, tablets and equipment to drivers
- Provides daily safety training and reminders to all drivers and monitors
- Works with Training Manger to provide guidance on child car seat installation, sizing and usage

**UTS
Safety Manager**

***2005- 2016
Fairfield OH***

- Leads all Safety Training including Defensive Driving, Car Seat and Booster fitting and installation, wheelchair safety and training
- Trains and leads workshops with all on the road training drivers
- Leads accident investigations and insurance claims management
- Manager workers comp investigations and claims
- Leads fleet inspections bi-weekly

**Ohio Juvenile Correctional Facilities
Juvenile Corrections Officer**

***1990- 2005
Massillon, OH***

Reference

Cathy Koop, Human Resources Director, Universal Transportation Systems- (513) 858-7916
Cathy is accountable for all Driver hiring and performance monitoring

Customer Service Representative- Call/ Data Center

UTS provides 24/7/365 call center solutions and customized client service programs that directly benefit the WCDJFS and clients alike through increased productivity, excellent service delivery and exceptional call center efficiency. The Customer Service Representative (CSR) is WCDJFS and our clients first point of contact. Our dedicated WCDJFS has 5 years of experience with UTS

Work Experience:

**Universal Transportation Systems
Customer Service Representative**

**2013- Present
West Chester, OH**

- CSR input detailed patient information, including special needs
- Enters detailed itineraries for each service resource
- Quickly schedules groups of trips with one click
- Manages the service reservation process from call taking to dispatching
- Geographically schedule and routes drivers as well as monitors
- Track cancellations, no-shows and schedule changes
- Accurately manage calls and patient information
- Manage will-calls, confirmation calling, and recurring trips/standing order in real-time
- Monitor trends and adjust resource capacity to meet changes in service demand
- Track on-time performance of staff
- Ensure HIPAA compliance
- Provide up-to-date, easy-to-use geographic locations and driver directions
- View routes and locations to monitor efficiency

Role Requirements

- Deep operating knowledge of Novus TripSpark software
- Strong Communication and customer service skills
- Efficient and effective problem solving skills
- Strong geographic knowledge of service area
- Builds report and relationship with key WCDJFS stakeholders

Reference

**Cathy Koop, Human Resources Director, Universal Transportation Systems- (513) 858-7916
Cathy is accountable for all Driver hiring and performance monitoring**

Scheduler

UTS has a dedicated team of schedulers who work to effectively and efficiently schedule every ride to the most efficient vehicle to drive reliable service at the lowest cost

Work Experience:

**Universal Transportation Systems
Scheduler**

***2015- Present
West Chester, OH***

- Execute daily scheduling/ routing strategies for targeted on time performance and route productivity
- Schedule to vehicle fleet for flexibility in order to achieve optimal fleet productivity
- Analyze vehicle departure from base, breaks, lunches and returns to adherence to run times
- Analyze established and challenging passenger riding patterns in order to adjust daily routing strategies daily
- Provide operational, on-time compliance and other miscellaneous reports
- Analyze data in test environment and devise scenarios for improved service

Role Requirements

- Possess strong transportation skillsets
- Has extensive knowledge of passenger scheduling and dispatch software
- Handle multiple tasks simultaneously and maintain composure under pressure
- Geographical knowledge of Cincinnati metro area
- Excellent attendance record
- Excellent verbal and written communication skills
- Highly dependable
- Excellent attention to detail

Reference

**Cathy Koop, Human Resources Director, Universal Transportation Systems- (513) 858-7916
Cathy is accountable for all Driver hiring and performance monitoring**

Section e: Applicable References:

Please see references and some key letters of recommendation based on current UTS contracts

- William Morrison, Executive Director Butler County Jobs and Family Services
 - William.Morrison@jfs.ohio.gov
 - (513) 887- 5600
- Lori Byrd, JFS Financial Benefits Supervisor. Montgomery County Dept of Jobs & Family Services
 - Lori.Byrd@jfs.ohio.com
 - (937) 225-6188
- Judy Leonard, Section Chief, Hamilton County Jobs and Family Services
 - leonaj@jfs.hamilton-co.org
 - (513) 946-2308
- Susanne Mason, Program Manager. Warren County, OH
 - Susanne.mason@co.warren.oh.us
 - (513) 695- 2980
- Lisa Guliano, Superintendent. Butler County Board of Developmentally Disabled
 - Imguliano@butlerdd.org
 - (513) 785-2816

February 29, 2018

To Whom It May Concern:

This letter is written in support of Universal Transportation Systems, LLC (UTS) and to recommend them as a provider of transportation services.

Butler County Department of Jobs & Family Services has utilized UTS as the exclusive NET transportation provider since 2015 and has provided transportation for various RFP's for 20 years. UTS has experience in all transportation system types, including adults and students with special needs, on-demand service for NET, PRS and workforce programs and transit systems. We have a great deal of confidence in UTS, their staff and services. We have found them to be professional and service-oriented. With their emphasis on safety and reliability, our clients have been well-served in their transportation needs.

UTS leadership has been straight forward, transparent, and an engaged partner with Butler County Department of JFS.

I believe your experience with UTS will be similar to ours. I can highly recommend UTS as a transportation services provider. Please contact me if you would like to speak further about our relations with UTS.

Sincerely,



William Morrison
Executive Director



COUNTY COMMISSIONERS
CINDY CARPENTER
DONALD L. DIXON
T.C. ROGERS

BUTLER COUNTY DEPARTMENT OF JOB & FAMILY SERVICES
315 HIGH STREET, 8TH FLOOR, HAMILTON, OHIO 45011
PHONE: 513.887.5600 • FAX: 513.887.4334
E-MAIL: VERIFICATIONS@JFS.OHIO.GOV
VISIT US ON THE WEB: WWW.BUTLERCOUNTYOHO.ORG/WORKPLACE

Warren County Department of Human Services

416 S. East Street • Lebanon, Ohio 45036

County Commissioners

Tom Grossmann • Shannon Jones • David G. Young

March 2, 2018

Warren County Division of Human Services
416 S. East Street
Lebanon, OH 45036
Phone (513) 695-1420
Fax (513) 695-2940

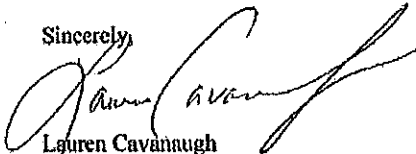
To Whom It May Concern:

This letter is written in support of Universal Transportation Systems, LLC (UTS) and to recommend them as a provider of transportation services.

Warren County Department of Jobs & Family Services has utilized UTS as an NEMT transportation provider since 2012 and has provided transportation across the county for various RFP's for many years prior to 2012. UTS has experience in all transportation system types, including adults and students with special needs, on-demand service for NET, PRS and workforce programs and transit systems. We have a great deal of confidence in UTS, their staff and services. We have found them to be professional and service-oriented. With their emphasis on safety and reliability, our clients have been well-served in their transportation needs. UTS leadership has been straight forward, transparent, and an engaged partner with Butler County Department of JFS.

I believe your experience with UTS will be similar to ours. I can highly recommend UTS as a transportation services provider. Please contact me if you would like to speak further about our relations with UTS.

Sincerely,



Lauren Cavanaugh
Director Warren County Jobs & Family Services

February 1, 2018

Cincinnati Public Schools
2651 Burnet Avenue, Cincinnati, Ohio 45219
Phone: (513) 363-0343
Fax: (513) 363-0335

To Whom It May Concern:

This letter is written in support of Universal Transportation Systems, LLC (UTS) and to recommend them as a provider of transportation services.

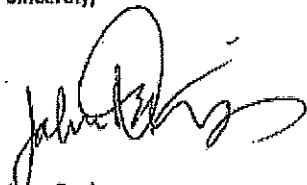
Cincinnati Public Schools has utilized UTS as a transportation provider for 20 years. UTS provides transportation services for children with disabilities, students with special needs, foster children, and the homeless (McKinney Vento) populations.

We have a great deal of confidence in UTS, their staff and services. We have found them to be professional and service oriented. With their emphasis on safety, as well as attention to detail, our clients have been well served in their transportation needs.

Our dealings with UTS have been straightforward, and they are always willing to do what is necessary to meet the District's transportation needs. When problems/challenges come up they work to resolve the situation as quickly as possible.

I believe your experience with UTS will be similar to our successful history with this firm. I can highly recommend UTS as a transportation services provider. Please contact me if you would like to speak further about our relationship with UTS.

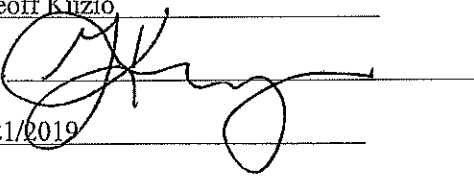
Sincerely,



John Davis
Director of Transportation
Cincinnati Public Schools

ORGANIZATIONAL INFORMATION SHEET

Proposer Name: Universal Transportation Systems
Address: 9900 Princeton Glendale Rd. Ste 201. West Chester, OH. 45246
Person (Name & Title) Authorized to Represent the Proposer: Geoff Kuzio, CEO
Phone Number: (513) 858-7950
E-mail Address: Geoff.kuzio@uts-ohio.com
Proposed Number of One-Way Trips (capacity for Medicaid-covered trips): Estimated 10,000 annual trips at \$32.54 per trip plus \$1.35 per mile for miles in excess of 20 miles per trip
Total Funds Requested: \$343,533.89 (Unit cost from budget sheet multiplied by proposed number of one-way trips)
Organization status: <input type="checkbox"/> Public Non-Profit <input type="checkbox"/> Corporation <input type="checkbox"/> Private Non-Profit <input type="checkbox"/> Private For-Profit <input type="checkbox"/> Government <input type="checkbox"/> Other _____
Number of Years in Operation: 36

Tax, Tax Exempt, or Non-Profit ID number: 51-0551115
Name and Signature of Person Authorized to bind the organization to all commitments made in the proposal: Name: <u>Geoff Kuzio</u> Signature:  Date: <u>5/21/2019</u>

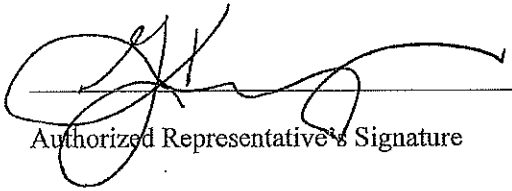
VENDOR CONDITIONS/REQUIREMENTS

In submitting this proposal, the vendor agrees to the following conditions and requirements of the request for proposal and any subsequent contracts awarded as a result of the same:

1. Proposers are to follow the guidelines contained in this document when preparing their response to the proposal.
2. All proposals submitted will be subject to the following procedures:
 - a) Proposals that fully comply with the RFP will be reviewed by WCDJFS management.
 - b) Proposers will be notified in writing of approval or denial of their proposals.
 - c) Proposers who are approved for funding must enter into a formal contract for services.
 - d) Budget/contract negotiations will be conducted by WCDJFS management.
 - e) All contracts for services must be approved by the Board of County Commissioners for final approval.
 - f) When determined in the best interest of WCDJFS, contracts will be awarded to proposers whose proposal is most advantageous to WCDJFS. While price is always a factor, it may not be the controlling or most significant factor. The proposer that is awarded a contract must be responsive to the RFP and must also be judged responsible.
3. The RFP does not commit the WCDJFS to award a contract, to pay cost incurred in the preparation of a proposal, or to procure or contract for services prior to issuance of a signed contract. WCDJFS reserves the right to accept or reject any or all proposals received, to negotiate services and costs with proposers, and to cancel in part or in entirety this RFP. WCDJFS reserves the right to reject any proposal in which the proposer takes exception to the terms and conditions of the request for proposals; fails to meet the terms and conditions of the request for proposals, including but not limited to the standards, specifications, and requirements specified in the request for proposals; or submits prices that WCDJFS considers to be excessive, compared to existing market conditions, or determines exceed the available funds of the contracting authority. Funding levels are subject to change. Each proposal will be reviewed with respect to price, administrative program capabilities, and conformance to the RFP criteria.
4. The contents of proposals submitted by successful proposers will become part of the awarded contract, and funding will be contingent upon their agreement to the provisions included herein and the formal contract.
5. Any printed or media material related to services under this agreement shall recognize the WCDJFS as the funding source and shall be cleared with WCDJFS prior to release.

VENDOR CONDITIONS/REQUIREMENTS

6. Any expenditures or services which exceed the amount agreed upon are the vendor's sole responsibility and shall not entitle the vendor to additional payments or benefits under the contract.
7. If expenditures or services are determined disallowed after payment has occurred, the vendor shall repay the amount of the disallowance within 30 calendar days from the date of notice, or on a written alternative schedule determined by the WCDJFS. If the vendor violates or permits violation of contract terms or conditions, the vendor shall repay to the WCDJFS the amount of funds directly related to the violation. Any audit findings/exceptions for disallowed costs as a result of any internal or external audit shall be the financial responsibility of the vendor.
8. The vendor shall include a copy of the most recently completed audit with this RFP.



Authorized Representative's Signature

5/21/2019

Date

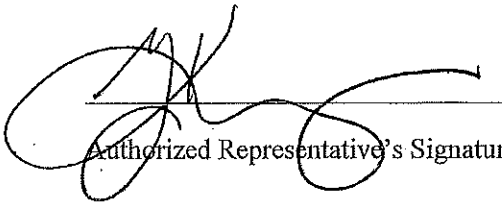
MANAGEMENT ASSURANCES

The WCDJFS will enter into contracts only with organizations which provide reasonable assurance in their applications that they are capable of managing, operating, monitoring, and reporting according to federal and state guidelines, and standards of usual and customary business practices. This shall include:

1. Sufficient capability to operate the program.
2. Making available for review and monitoring the names and qualifications of their officers, directors, and managing personnel who have operational or fiscal responsibilities for the contracted services.
3. Assurance that internal policies meet state and federal guidelines regarding EEO and provide for fair and reasonable employment practices.
4. Assurance that no person with the responsibility in the operation of the program will discriminate with respect to any participant or applicant because of race, creed, color, national origin, sex, political affiliation, age, belief, disability, or genetic information.
5. Assurance that internal policies prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
6. Assurance that appropriate standards for health and safety in work and training situations will be maintained.
7. Assurance that the WCDJFS may not be held responsible for payment of funds if some of those same funds have not been received by the State.
8. All reports, brochures, literature, and pamphlets developed through this contract will acknowledge WCDJFS and its role as the funding source.
9. Assurance that the vendor recognizes its responsibility for and agrees to assume full financial liability for any subsequent questioned or disallowed cost.
10. Assurance that the vendor will provide Worker's Compensation for injuries which may be suffered by participants.
11. Assurance that the vendor has sufficient income from non-NET sources or an agency cash reserve to provide a minimum of 60 days cash flow, as this is a cost-reimbursement vendor contract.
12. Assurance that the vendor has read the Terms and Conditions in this RFP and agrees to comply with them in their entirety.

MANAGEMENT ASSURANCES

The authorized representative must assure and certify that he possesses the legal authority to enter into a contract.



Authorized Representative's Signature

5/21/2019
Date

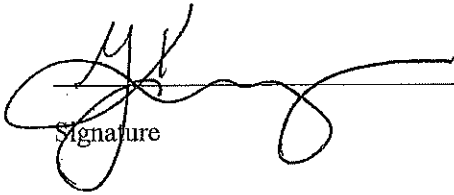
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION

The vendor certifies the following:

- 1) The prospective recipient of Federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- 2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Geoff Kuzio, CEO

Printed Name & Title of Signatory Authority for Proposing Agency


Signature

5/21/2019

Date

VENDOR CODE OF CONDUCT

Maintaining the integrity of public procurement is crucial in preventing fraud and abuse of public funds. No contractor, individual, company or organization seeking a contract or seeking to sell goods or services to WCDJFS will promise or give to any agency officer, employee or agent anything of value, including employment or promise of employment within the scope of his or her job duties. No contractor or individual, company or organization seeking a contract or grant or seeking to sell goods or services to WCDJFS will ask an officer, employee or agent of the agency to violate any of the code of standards of conduct requirements. Contractors acting on behalf of WCDJFS will refrain from activities which could result in violations of this rule.

All WCDJFS contracts shall contain provisions requiring the contractor to refrain from promising or giving to any agency officer, employee, or agent anything of value that is of such a character as to manifest a substantial and improper influence upon the officer, employee, or agent with respect to the officer's, employee's, or agent's duties, to agree that it will not solicit agency officers, employees, or agents to violate the agency's code of standards of conduct, all provisions in 2 C.F.R. 200.318, 2 C.F.R. 400.2(b), 29 C.F.R. 97.36(b)(3), 45 C.F.R. 75.327(c), or Chapter 102 and Sections 187.01, 2921.42, and 2921.43 of the Revised Code and to refrain from conflicts of interest, whether direct or indirect.

All contracts of the WCDJFS shall include a certification by the contractor that it is in compliance with and will maintain compliance with the requirements listed in the paragraph above. The contractor will promptly notify the WCDJFS of any newly arising conflicts of interest or potential violations of state ethics laws.

Contractors in violation of these laws may be prosecuted for criminal violations. Any contract who violates the requirements of this code of conduct or related C.F.R. and Revised Code is subject to having the related contract terminated or having the WCDJFS refuse to enter into a contract along with penalties and sanctions.

I have read the above information and understand that I am subject to this policy and law. I confirm to the best of my knowledge and belief that I am in compliance with this policy and law and that no conflict of interest exists, as defined within this information, except for the following matters:

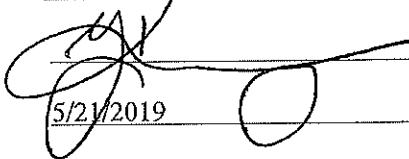
None

I hereby acknowledge that a potential conflict of interest could arise as a result of my position.

Description:

N/A

Name & Title: Geoff Kuzio

Signature: 

Date: 5/21/2019

TRANSPORTATION BUDGET INFORMATION SUMMARY*

*Please attach additional budget information if desired to further demonstrate costs and organizational structure.

A. Administrative Staff Costs

1. Salaries	\$ <u>18,484.05</u>
2. Fringes	\$ <u>3,815.11</u>
3. Other _____	\$ <u>7,300.18</u>

Total Staff Costs: \$ 29,599.34

B. Operational Costs

1. Admin. Supplies/Materials	\$ <u>1,676.45</u>
2. Printing/Postage	\$ _____
3. Phones	\$ _____
4. Bonding/Insurance	\$ <u>520.71</u>
5. Other _____	\$ <u>30,139.70</u>

Total Operational Costs \$ 32,336.86

C. Space & Facilities Costs

1. Rent	\$ <u>922.33</u>
2. Utilities	\$ <u>93.13</u>
3. Other _____	\$ <u>316.85</u>

Total Space/Facilities Costs: \$ 1,332.31

D. Direct Services Costs

1. Direct Service Salaries	\$ <u>150,545.20</u>
2. Direct Service Fringes	\$ <u>31,072.53</u>

TRANSPORTATION BUDGET INFORMATION SUMMARY*

3. Direct Service Training	\$ _____
4. Fuel Costs	\$ <u>27,967.24</u>
5. Fleet Maintenance Costs	\$ <u>19,376.07</u>
6. Vehicle Insurance	\$ <u>20,183.95</u>
7. Other _____	\$ <u>12,944.07</u>

Total Direct Service Costs: \$ 262,089.06

TOTAL TRANSPORTATION BUDGET: \$ <u>325,357.57</u>
Total annual one-way trips: <u>10,000</u>
Plus Excess Stop Loss Mileage for Trips > of 20 miles totaling \$18,176.32 for 13,440 excess miles at \$1.35 per mile

Budget Assumptions

Since UTS is an experienced operator of NET transportation services in Warren County with a 30-year history operating throughout Southwest Ohio, we already possess a complete and comprehensive transportation infrastructure, including all operational, fleet management, information technology and administrative departments. As the current operator of both the Warren County Department of Job and Family Services contract and the Warren County Transit contract, UTS can leverage its existing presence in Warren County to offer a low cost, integrated transportation system to Warren County residents.

In our decades of operations, as we have developed from a small company to a large regional provider, UTS has developed internal systems which guide us in adding appropriate staffing to manage our growth. We have long developed the formulas and ratios we deploy to add proportional amounts of management and administrative personnel, as well as the required amounts of drivers, call center staff, and vehicle maintenance staff to service this growth.

As the largest provider of non-emergency medical transportation in South-West Ohio, UTS currently transports over 4,000 clients per day across 9 SW Ohio counties including Butler, Hamilton, Warren, Clinton, Clermont, Preble, Montgomery, and Franklin. Based on this scale, UTS is in an informed position to determine how to deploy our formulas and ratios to meet the service goals required by this RFP.

As the current provider of services to WCDJFS, the services outlined in this RFP are already woven into our existing trip portfolio and would continue to be administered by our current team of transportation professionals, including the assignment of dedicated staff as necessary to provide services to WCDJFS customers.

Consistent with prior years, UTS is pleased to offer a single rate for both ambulatory trips and non-ambulatory (wheelchair) trips. Our pricing is based on the current historical mix of ambulatory and non-ambulatory trips and assumes that UTS is selected as the exclusive provider to WCDJFS of NET transportation services. We would not be able to offer this low, single rate without the scale afforded as the exclusive provider under this contract.

UTS can manage all administrative functions with the existing information technology infrastructure with little impact. Our systems include Tripspark scheduling software, Novus analytics, Viewpoint notification software and the Qualtrics customer survey platform as well as state-of-the-art customer service and back-office functions.

Budget Computation and Narrative

As stated above, UTS already performs the transportation services outlined in the RFP. We plan to continue to perform the stated annual WCDJFS trips within our current infrastructure using the dedicated resources outlined in our proposal. From a global operations perspective, the WCDJFS passengers are already included in the over 4,000 clients we transport daily in the region and our existing infrastructure will provide backup personnel for any of the resources individually dedicated to the WCDJFS contract.

To compute our expenses for performing the initial July 1, 2019 through June 30, 2021 contract period, UTS used our actual 2018 operating expenses as a baseline utilizing a proportional percentage methodology based on the total number of trips provided. For each of the allowable expense items included in the operating budgets, we calculated an average cost per trip for each of the items outlined from the base period and multiplied that rate by the anticipated trips under this contract to arrive at the projected line item costs. For the direct salary, employee payroll tax and benefits expense, which represents 62% of the expense under the contract, we identified the individual resources we will be using to perform the contract and their related expenses based on historical data, average hourly rates and time allocated to the contract. In determining the actual driver time allocated to each trip, we reviewed the historical time per trip under the existing contract with WCDJFS as well as other similar contracts to establish a baseline. This data was then used to determine the number of drivers necessary to perform the volume of trips outlined in the RFP. Payroll taxes and benefits are calculated at the statutory tax rates and utilizing our historical expense as a percentage of wages.

This methodology is not a guess on our part. In fact, this is the methodology that we have used repeatedly throughout our history, and is a common methodology used by hundreds of fleets across the country, including many in the Taxicab, Limousine, and Paratransit Association (TLPA) of Rockville, MD, the premier industry group in the NET sector. The methodology works due to our aforementioned mature and comprehensive infrastructure. Fleets from out of town, or local fleets new to this type of work, have to create a new infrastructure before they can "set up shop" so to speak. They often have large costs associated with training, start up, and ramp up. At UTS, all of those aspects of our operation are already in place.

Subsequent Contract Period Cost Increases

In developing the budgets for the two one-year option periods, we are proposing to include an adjustment to the initial contract base rate to account for increased program operating costs based on the annualized change in the Consumer Price Index from the US Bureau of Labor Statistics between contract periods. While UTS understands that the additional two one-year option periods are at the sole option of WCDJFS, we are anticipating we will perform this contract under the initial two-year term as well as both one-year option periods allowing us to look at these expenses over a longer period of time and offer lower rates.

Profit

We included a profit margin of 5.00% for each of the contract periods. This profit margin takes into account the rate of return on equity capital as well as the operational risk under this contract. Based on the number of trips under this contract and our existing presence in Warren County, we are pleased to be able to perform this contract without any additional start-up expenses and, as a result, we are able to offer these services at a lower rate.

Unit Rate Narrative and Assumptions:

A unit of service is defined as each completed one-way trip for an authorized client. We reviewed actual year-to-date service levels for WCDJFS clients in order to develop rates for each of the state fiscal years in the initial two-year contract period. Based upon volumes from the current year, we estimated total volume of

10,000 trips per year. UTS is able to scale up or down from the projected trip count in order to reflect the needs to the WCJFS service population; however, the budget was prepared based on the following projected trip volume:

- 07/01/2019 to 06/30/2020 State Fiscal Year: 10,000 One-Way Trips
- 07/01/2020 to 06/30/2021 State Fiscal Year: 10,000 One Way Trips

In order to determine the trip mix under the contract, UTS used year-to-date historical data for WCDJFS clients from the current year. This includes the mix of ambulatory and non-ambulatory trips as well as the average mileage per trip and number of trips exceeding 20 miles when developing the stop-loss rates. We believe this current data provides the best insight into current utilization patterns and allows UTS to develop the most cost-effective proposal for the current WCJFS population.

The current RFP defines a unit of service as a one-way trip. This methodology is different than UTS' current contract with WCDJFS which is based on a per-mile rate with a minimum cost per trip. Similar to prior periods, we developed a single rate for both ambulatory trips and non-ambulatory trips in this proposal. Our pricing is based on the current historical mix of ambulatory and non-ambulatory trips and assumes that UTS is selected as the exclusive provider to WCDJFS of NEMT transportation services. We would not be able to offer this low, single rate without the scale afforded as the exclusive provider under this contract.

Unallowable Costs

UTS has not included any unallowable costs in determining our reimbursement rate.

Direct Costs

Using the percentage methodology discussed above to develop our budget, UTS has only included direct costs as described in the budget summary.

Indirect Costs

None included

Proposed Payment Rates

	2019-2020	2020-2021
Cost Per One-Way Trip	\$32.54	\$32.54
Projected Annual Number of One-Way Trips	10,000	10,000
Incremental Cost Per Mile for Trips with Mileage in Excess of 20 Miles	\$1.35	\$1.35
Projected Annual Additional Mileage for Trips in Excess of 20 Miles	13,440	13,440
Annual Cost of Transportation Services	\$343,533.89	\$343,533.89

UTS is proposing the rates outlined in the preceding table and supported by the attached model for the initial July 1, 2019 through June 30, 2021 contract periods. Utilizing our long-term experience in the non-emergency medical transportation and our current presence in Warren county, UTS is able to offer very competitive rates consistent with the current contract adjusted for inflation. We applied the proposed rates to the year-to-date historical data for WCDJFS clients from the current year in order to project the impact of the proposed rates. The proposed rates result in a 4.95% increase when compared to the rates and methodology under the current contract; however, these increases reflect the most up to date costs of providing these services. The proposed rates represent a minimal cost increase over the prior four years because the current rates were based off our 2015 cost data and were have not been increased over the preceding contract periods. In fact, the proposed increase is significantly less than the 8.0% increase in April Consumer Price Index from the US Bureau of Labor Statistics over the same period.

Stop-Loss Provision

When reviewing historical data under the current WCDJFS contract, UTS developed the per-trip rate based an average mileage per trip of 15.2 miles. This trip distance is very similar to the median rate of 14.7 miles. We noted that approximately 21% of the trips had mileage greater than 20 miles per trip with the maximum mileage per trip in the sample period of 95.1 miles. We selected 20 miles as the cutoff for the stop loss because this amount is approximately 1 standard deviation from the mean of the sample population. In order to account for the increased costs associated with these longer trips, we are proposing to include an incremental cost per mile for mileage in excess of 20 miles per trip. The direct incremental costs include driver salaries and benefits, gasoline and oil, repairs and maintenance and vehicle lease costs. The incremental cost per mile of \$1.35 for miles in excess of 20 miles per trip is reflected in the above rates and only represents \$18,176.32 of the total \$343,533.89 in annual expense which is necessary to reimburse UTS for the incremental costs of these longer than average trips. Please see the attached budget worksheets for more detail around the stop loss calculation.

Alternative Pricing Model Consistent with Current Contract Pricing Methodology

As requested in the RFP, UTS has developed cost per one-way trip for the initial July 1, 2019 through June 30, 2021 contract period. This methodology is different than UTS' current contract methodology with WCDJFS which is based on a per-mile rate with a minimum cost per trip which has been in place for several years. As an alternative to the per one-way trip methodology and rates proposed above, UTS is also willing to contract with WCDJFS utilizing the current methodology which would result in the same expenditures as the proposed per-trip rates. UTS utilized the same budget model and cost but included a unit denominator of cost per mile to arrive at an alternative rate of \$2.08 per mile with a minimum charge per trip of \$22.00. Based on historical volumes, trip lengths and mix, this would also result in proposed annual expenditures of \$343,533.89. UTS can provide an alternative budget utilizing this methodology if WCDJFS is interested in maintaining the current contract and pricing structure. These alternative rates will also result in a 4.95% increase as compared to the rates under the current contract.

TERM JULY 1, 2019 - JUNE 30, 2021

NAME OF CONTRACT PROGRAM: WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES

ANNUAL WCJFS BUDGET FOR NON-EMERGENCY TRANSPORTATION SERVICES (NET)

AGENCY: UNIVERSAL TRANSPORTATION SYSTEMS LLC dba UTS

07/01/2019	TO	06/30/2020
	<i>and</i>	
07/01/2010	TO	06/30/2021

INDICATE NAME OF SERVICE IN APPROPRIATE COLUMN BELOW

	WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES - TRANSPORTATION PROVIDER SERVICES	OTHER SERVICES	TOTAL COSTS
EXPENSES BY PROGRAM SERVICES			
PROPOSED RATES AND COST - YEAR #1			
COST PER ONE-WAY TRIP	\$32.54		\$32.54
TOTAL PROGRAM OPERATING EXPENSES	325,357.57		325,357.57
TOTAL EXCESS MILEAGE FOR TRIPS > 20 MILES	18,176.32		18,176.32
TOTAL PROGRAM COST	343,533.89		343,533.89

Cover Sheet Narrative.

Rates were developed utilizing UTS' actual historical trip mix and mileage data for the WCJFS contract from the current year as well as historical cost data from the 2018 calendar year. Management also used its experience in delivering quality, reliable service under this contract over the past three years and many other similar contracts over the past 30 years to develop a cost-effective model while ensuring the company provides safe, reliable transportation. UTS has used the in-depth analytical data available as southwest Ohio's largest provider of non-emergency medical transportation to deliver a budget with a modest increase from the prior year rates which were validated to and based on 2015 cost data.

TERM JULY 1, 2019 - JUNE 30, 2021

NAME OF CONTRACT PROGRAM: WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES

ANNUAL WCJFS BUDGET FOR NON-EMERGENCY TRANSPORTATION SERVICES (NET)

AGENCY: UNIVERSAL TRANSPORTATION SYSTEMS LLC dba UTS

07/01/2019	TO	06/30/2020
	and	
07/01/2020	TO	06/30/2021

INDICATE NAME OF SERVICE IN APPROPRIATE COLUMN BELOW

EXPENSES BY PROGRAM SERVICES	WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES - TRANSPORTATION PROVIDER SERVICES	OTHER SERVICES	TOTAL COSTS
A. STAFF SALARIES	169,029.25		169,029.25
B. EMPLOYEE PAYROLL TAXES & BENEFITS	34,887.64		34,887.64
C. PROFESSIONAL & CONTRACTED SERVICES	7,300.18		7,300.18
D. CONSUMABLE SUPPLIES	1,676.45		1,676.45
E. OCCUPANCY	1,332.31		1,332.31
F. TRAVEL	67,527.26		67,527.26
G. INSURANCE	520.71		520.71
H. EQUIPMENT	12,944.07		12,944.07
I. MISCELLANEOUS	14,646.48		14,646.48
J. PROFIT MARGIN	15,493.22		15,493.22
K. SUB-TOTAL OF EXPENSES BEFORE INDIRECT ALLOC.	325,357.57		325,357.57
ALLOCATION OF MGT/INDIRECT COSTS			0.00
TOTAL PROGRAM OPERATING EXPENSES	325,357.57		325,357.57

ESTIMATED TOTAL UNITS OF SERVICE TO BE PROVIDED: 10,000 UNIT = One Way Trip Leg

PROGRAM OP. COST/ ONE WAY TRIP LEG = UNIT COST: \$32.54

TOTAL PROGRAM OPERATING EXPENSES	325,357.57		325,357.57
TOTAL EXCESS MILEAGE FOR TRIPS EXCEEDING 20 MILES	18,176.32		18,176.32
TOTAL PROGRAM REVENUE	343,533.89		343,533.89

TERM JULY 1, 2019 - JUNE 30, 2021

NAME OF CONTRACT PROGRAM: WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES

A. STAFF SALARIES - Attach Extra Pages for Staff, if needed.

POSITION TITLE	# STAFF	HRS WK	ANNUAL COST	WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES - TRANSPORTATION PROVIDER SERVICES	OTHER SERVICES	TOTAL COSTS
Program Manager	1.00	5.00	8,018.40	8,018.40		8,018.40
Safety and Fleet Director	1.00	5.00	4,999.80	4,999.80		4,999.80
Training Manager	1.00	5.00	4,433.00	4,433.00		4,433.00
Driver Trainer	1.00	10.00	7,930.00	7,930.00		7,930.00
CSR Call Center	1.00	10.00	5,938.40	5,938.40		5,938.40
Dispatcher / Scheduler	1.00	30.00	20,404.80	20,404.80		20,404.80
Driver	5.00	200.00	116,272.00	116,272.00		116,272.00
Administrative Support	1.00	5.00	4,131.40	1,032.85		1,032.85
						0.00
						0.00
						0.00
						0.00
						0.00
TOTAL SALARIES			172,127.80	169,029.25		169,029.25

Salaries Narrative. Describe how each position relates to the service proposed.

- Program Manager** Works with all of the operations and support staff to ensure the most appropriate and cost effective resources are used for the program and to ensure smooth functioning of the day to day operations. This individual will spend approximately 12.5% of their time assigned to the program.
- Safety and Fleet Director** Develops and implements the safety plans, directs accident reviews, monitors fleet maintenance operations and ensures compliance with all regulations. This individual will spend approximately 12.5% of their time assigned to the program.
- Training Manager** Develops and implements training plans, trains all vehicle operators, monitors and staff and oversees drug testing and required training certifications. This individual will spend approximately 12.5% of their time assigned to the program.
- Driver Trainer** Assists the Training Manager with initial training and performs on-street training and oversight to ensure operator compliance with all regulations. This individual will spend approximately 25% of their time assigned to the program.
- CSR Call Center** A dedicated team member in the call center to be responsible for calls from individuals related to this program. This individual will spend approximately 25% of their time assigned to the program.
- Dispatcher / Scheduler** We assigned a dedicated team member to communicate with drivers and monitor daily trip activity to create program schedules and routes. This individual will spend approximately 75% of their time assigned to the program.
- Driver** We are using an average rate of \$11.18 per hour for drivers to ensure we are utilizing the best drivers for this program. We are anticipating an approximate time (1.04 hours per trip) due to these program requirements and the trip distances.
- Administrative Support** This individual provides support to the operations staff coordinating payroll, safety and maintenance responsibilities and will spend approximately 12.5% of their time assigned to the program.

TERM JULY 1, 2019 - JUNE 30, 2021

NAME OF CONTRACT PROGRAM: WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES

EXPENSES BY PROGRAM SERVICES	WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES - TRANSPORTATION PROVIDER SERVICES	OTHER SERVICES	TOTAL COSTS
B. PAYROLL TAXES			
FICA 7.65%	12,930.74		12,930.74
WORKER'S COMP. 5.09%	8,603.59		8,603.59
UNEMPLOYMENT 3.26 %	5,510.35		5,510.35
BENEFITS			
RETIREMENT			0.00
HOSPITAL CARE 3.28%	5,544.16		5,544.16
INCENTIVE SAFETY BONUS 1.36%	2,298.80		2,298.80
TOTAL EMPLOYEE PAYROLL TAXES & BENEFITS	34,887.64		34,887.64

Employee Payroll Taxes & Benefits Narrative:

Payroll taxes are calculated based on the federal and Ohio statutory tax rates and UTS' historical experience as a percentage of wages.

Employee benefits expense is calculated based on UTS' historical expense as a percentage of wages for employees participating in the various benefits programs.

Incentive safety bonus is based on UTS' historical expense as a percentage of wages rewarding both attendance and safety records for employees.

C. PROFESSIONAL FEES & CONTRACTED SERVICES (Indicate type, function performed, and estimate of use (hours, days, etc.))	WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES - TRANSPORTATION PROVIDER SERVICES	OTHER SERVICES	TOTAL COSTS
CONTRACTED-ACCOUNTING	1,057.67		1,057.67
CONTRACTED-OFFICE SUPPORT	912.42		912.42
CONTRACTED-PAYROLL	2,735.68		2,735.68
CONTRACTED-COMPUTER SUPPORT	2,594.41		2,594.41
TOTAL PROFESSIONAL FEES & CONTRACTED SERVICES	7,300.18		7,300.18

Professional Fees & Contracted Services Narrative:

UTS contracts out for various professional services including accounting, office support and billing services, payroll preparation and information services and computer support. These contracted professional services were apportioned to the program based on UTS' historical cost per trip for these services multiplied by the number of projected trips under the program contract.

TERM JULY 1, 2019 - JUNE 30, 2021

NAME OF CONTRACT PROGRAM: WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES

EXPENSES BY PROGRAM SERVICES	WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES - TRANSPORTATION PROVIDER SERVICES	OTHER SERVICES	TOTAL COSTS
D. CONSUMABLE SUPPLIES			
OFFICE	1,378.70		1,378.70
CLEANING	68.45		68.45
PROGRAM			0.00
TRAINING	229.30		229.30
			0.00
			0.00
TOTAL CONSUMABLE SUPPLIES	1,676.45		1,676.45

Consumable Supplies Narrative:

Office expense relate to standard office supplies such as paper and printing supplies and postage. Cleaning supplies consist of routine consumable supplies and training materials consist of information provided in orientation and driver training. These expenses were apportioned to the program based on UTS' historical cost per trip for these services multiplied by the number of projected trips under the program contract.

EXPENSES BY PROGRAM SERVICES	WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES - TRANSPORTATION PROVIDER SERVICES	OTHER SERVICES	TOTAL COSTS
E. OCCUPANCY COSTS			
RENTAL @ PER SQ. FT.	922.33		922.33
USAGE ALLOWANCE OF BLDG. OWNED @2% OF ORIG. ACQUISITION COST			0.00
MAINTENANCE & REPAIRS	61.23		61.23
UTILITIES (MAY BE INCLUDED IN RENT) HEAT & ELECTRICITY WATER			0.00
TELEPHONE	93.13		93.13
JANITORIAL	255.63		255.63
			0.00
			0.00
TOTAL OCCUPANCY COSTS	1,332.31		1,332.31

Occupancy Costs Narrative:

UTS rents space for its operations and for the parking area for UTS vehicles which includes basic utilities. The maintenance and repairs, telephone and the janitorial expense relates to costs for these individual services at the UTS offices. These expenses were apportioned to the program based on UTS' historical cost per trip for these services multiplied by the number of projected trips under the program contract.

TERM JULY 1, 2019 - JUNE 30, 2021

NAME OF CONTRACT PROGRAM: WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES

EXPENSES BY PROGRAM SERVICES	WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES - TRANSPORTATION PROVIDER SERVICES	OTHER SERVICES	TOTAL COSTS
F. TRAVEL COSTS			
GASOLINE & OIL	27,967.24		27,967.24
VEHICLE REPAIR	19,376.07		19,376.07
VEHICLE LICENSE			0.00
VEHICLE INSURANCE	20,183.95		20,183.95
OTHER (PARKING)			0.00
MILEAGE REIMBURSE.@ PER MILE			0.00
CONFERENCES & MEETINGS, ETC.			0.00
PURCHASED TRANSPORTATION			0.00
TOTAL TRAVEL COSTS	67,527.26		67,527.26

Travel Costs Narrative

The travel costs consist of the fuel cost, vehicle repair and maintenance cost and auto liability cost for the UTS vehicles attributed to this contract. These amounts are based on UTS' historical cost per trip multiplied by the number of expected trips attributable to the program.

EXPENSES BY PROGRAM SERVICES	WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES - TRANSPORTATION PROVIDER SERVICES	OTHER SERVICES	TOTAL COSTS
G. INSURANCE COSTS			
LIABILITY	520.71		520.71
PROPERTY			0.00
ACCIDENT			0.00
OTHER			0.00
TOTAL INSURANCE COSTS	520.71		520.71

Insurance Costs Narrative

Liability insurance represents expense not directly related to the automobile liability, including general liability and sexual molestation policies attributed to the program, based on UTS' historical cost per trip for these services multiplied by the number of expected trips attributable to the program.

TERM JULY 1, 2019 - JUNE 30, 2021

NAME OF CONTRACT PROGRAM: WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES

EXPENSES BY PROGRAM SERVICES	WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES - TRANSPORTATION PROVIDER SERVICES	OTHER SERVICES	TOTAL COSTS
LEASING COSTS			
SMALL EQUIPMENT (items costing under \$5,000.00, which are to be purchased during budget period should be listed)			0.00
			0.00
			0.00
TOTAL SMALL EQUIPMENT COSTS	0.00		0.00
EQUIPMENT MAINTENANCE & REPAIR (DETAIL)			0.00
			0.00
			0.00
TOTAL EQUIPMENT & REPAIR	0.00		0.00
TRANSPORTATION VEHICLES	11,189.67		11,189.67
OFFICE COPIERS AND COMPUTER EQUIP	304.53		304.53
			0.00
			0.00
TOTAL LEASE COSTS	11,494.20		11,494.20
TOTAL COST DEPRECIATION OF LARGE EQUIPMENT ITEMS (detail on page 7)	1,449.87		1,449.87
TOTAL EQUIPMENT COSTS	12,944.07		12,944.07

Total Equipment Costs Narrative (Small Equipment, Equipment Maintenance & Repair, Equipment Lease, Equipment Depreciation)

Lease costs have been included for transportation vehicles to be used under the program. The lease cost represents the UTS' historical lease cost per trip for these vehicles multiplied by the number of projected trips under the program contract. The lease expense for office copiers and computer has also been allocated to the program based on a historical cost per trip. Depreciation expense has been included only for the period covered by the contract.

TERM JULY 1, 2019 - JUNE 30, 2021

NAME OF CONTRACT PROGRAM: WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES

Any individual equipment item costing \$5,000 or more at time of purchase may be included in the budget and must be depreciated. The exception to the "individual equipment item" is for computer components which are purchased as a group, I.e. hard drive, monitor, keyboard, printer, etc. If the total cost for all the components is \$5,000 or greater, the equipment must be depreciated. Any item which was full depreciated on the agency's books prior to the beginning date of the contract may not be used as a basis for determining costs of the program proposed for a contract, even though that item of equipment is used by the program. Any items of equipment used by the Management and Indirect activities of the Agency for which costs are included in this budget must also be itemized on this sheet. If needed, extra copies may be made and numbered 7A, 7B, & 7C.

ITEM(S) TO BE DEPRECIATED	DATE OF PURCHASE	TOTAL ACTUAL COST	SALVAGE VALUE	TOTAL TO DEPRECIATE	USEFUL LIFE	CHARGEABLE ANNUAL DEPRECIATION	*PERCENT USED BY CONTRACT PROGRAM	AMOUNT CHARGED TO CONTRACT PROGRAM	WHICH CONTRACTED PROGRAM
Computer Equipment	07/21/2017	10,000.00	0.00	10,000.00	5	2,000.00	1.24%	24.76	
Novus Software	07/21/2017	300,000.00	0.00	300,000.00	5	60,000.00	1.24%	742.80	
Novus Notifications	06/01/2018	95,000.00	0.00	95,000.00	5	19,000.00	1.24%	235.22	
Novus Upgrades	12/01/2018	45,000.00	0.00	45,000.00	5	9,000.00	1.24%	111.42	
Furniture & Fixtures	06/01/2018	61,000.00	0.00	61,000.00	7	8,714.29	1.24%	107.88	
Equipment	06/01/2018	92,000.00	0.00	92,000.00	5	18,400.00	1.24%	227.79	
Total		603,000.00		603,000.00		117,114.29		1,449.87	

TERM JULY 1, 2019 - JUNE 30, 2021

NAME OF CONTRACT PROGRAM: WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES

EXPENSES BY PROGRAM SERVICES	WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES - TRANSPORTATION PROVIDER SERVICES	OTHER SERVICES	TOTAL COSTS
L MISCELLANEOUS COSTS			
COMMUNICATION	3,044.46		3,044.46
INTEREST EXPENSE ON EQUIP & WORKING CAP	3,193.66		3,193.66
LICENSES & PERMITS	658.55		658.55
PRE-EMPLOYMENT SCREENING	1,075.05		1,075.05
RECRUITING	756.63		756.63
SOFTWARE - QUALTRICS CUSTOMER SURVEYS	408.25		408.25
SOFTWARE - NOVUS MAINTENANCE	2,742.24		2,742.24
SOFTWARE - VIEWPOINT NOTIFICATION	2,316.76		2,316.76
TRAINING OF UNHIRED DRIVERS	162.02		162.02
UNIFORMS	288.87		288.87
			0.00
TOTAL MISCELLANEOUS COSTS	14,646.48		14,646.48
J. PROFIT MARGIN (For profit entities only)	15,493.22		15,493.22
K. SUB-TOTAL OF EXPENSES BEFORE MGMT INDIRECT ALLOCATION			
	325,357.56		325,357.56

Miscellaneous Costs Narrative:

The various miscellaneous cost categories included have been allocated based on UTS' historical cost per trip multiplied by the number of projected trips attributable to the program. These expenses include software maintenance expense for the Qualtrics customer survey system, providing client feedback regarding customer satisfaction, Novus scheduling and routing systems and Viewpoint notification software providing client notification of scheduling and vehicle arrival times in real time.

Mgmt/Indirect Cost Narrative:

UTS has not allocated any additional management or overhead expenses to this contract. The contract will be performed by the employees and resources included in the direct cost summary.

Profit Margin Narrative (for profit entities only):

UTS included a profit margin of 5% for this contract. This profit margin takes into consideration the rate of return on equity capital as well as the operational risk under the contract. Based on the volume of trips under the contract and our existing presence in Warren county, UTS is pleased to be able to perform this contract with our existing resources without any significant start up expenses and, as a result, are able to offer these services at a rate that results in a small increase from the prior years' contracts. While we realize that the additional two-year extensions under the contract are at the sole option of Warren County Department of Jobs & Family Services, we are anticipating we will perform this contract under the initial two-year term as well as the two-year option period allowing us to look at these expenses over a longer period of time and offer lower rates.

TERM JULY 1, 2019 - JUNE 30, 2021

NAME OF CONTRACT PROGRAM: WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES

REVENUES BY PROGRAM SERVICES	WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES - TRANSPORTATION PROVIDER SERVICES	OTHER SERVICES	TOTAL COSTS
A. GOVERNMENTAL AGENCY FUNDING (specify agency & type)			
WCJFS - AMBULATORY OR NON-AMBULATORY TRIPS	325,357.57		325,357.57
WCJFS - EXCESS MILEAGE FOR TRIPS GREATER THAN 20 MILES	18,176.32		18,176.32
B. OTHER FUNDING			
FEES FROM CLIENTS			
CONTRIBUTIONS			
AWARDS & GRANTS			
OTHER (specify)			
TOTAL REVENUE	343,533.89		343,533.89

Revenue Narrative

The revenue reported under this contract is entirely fee for service revenue from Warren County Department of Jobs and Family Services based on the per-trip rate for each trip multiplied by the projected number of trips for the contract period plus the projected mileage rate for trips in excess of 20 miles. Because the current contract is based on a straight mileage rate, UTS also calculated a straight mileage rate as an alternative to the per-trip rate to offer as an alternative pricing model to WCJFS. The total cost for UTS to provide services under either pricing model are the same. Please see our budget narrative for additional information regarding the alternative pricing model. UTS will provide this pricing model to WCJFS upon request if the current pricing format is preferred.

TERM JULY 1, 2019 - JUNE 30, 2021

NAME OF CONTRACT PROGRAM: WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES

EXPENSES BY PROGRAM SERVICES	WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES - TRANSPORTATION PROVIDER SERVICES	OTHER SERVICES	TOTAL COSTS
EXCESS MILEAGE COST CALCULATION			
DRIVER SALARIES (PAGE 2)	116,272.00		116,272.00
PAYROLL TAXES - FICA 7.65%	8,894.81		8,894.81
PAYROLL TAXES - WORKER'S COMP. 5.09%	5,918.24		5,918.24
PAYROLL TAXES - UNEMPLOYMENT 3.26 %	3,790.47		3,790.47
BENEFITS - HOSPITAL CARE 3.28%	3,813.72		3,813.72
BENEFITS - INCENTIVE SAFETY BONUS 1.36%	1,581.30		1,581.30
GASOLINE & OIL (PAGE 5)	27,967.24		27,967.24
VEHICLE REPAIR (PAGE 5)	19,376.07		19,376.07
LEASE COST - TRANSPORTATION VEHICLES (PAGE 6)	11,189.67		11,189.67
TOTAL INCREMENTAL TRANSPORTATION COST	198,803.52		198,803.52
TOTAL NUMBER OF TRIPS	10,000.00		10,000.00
WEIGHTED AVERAGE MILES PER TRIP	14.70		14.7
ESTIMATED PROGRAM MILEAGE	147,000.00		147,000.00
INCREMENTAL COST PER TRIP	1.35		1.35
ESTIMATED TRIPS IN EXCESS OF 20 MILES	2,100		2,100
INCREMENTAL COST PER AMBULATORY TRIP	1.35		1.35
ESTIMATED MILEAGE PER TRIP IN EXCESS OF 20 MILES	6.40		6.40
TOTAL EXCESS MILEAGE COST	18,176		18,176

Addendum Narrative:

UTS is proposing to include an incremental cost per mile for mileage in excess of 20 miles per trip. The direct incremental costs include driver salaries and benefits, gasoline and oil, repairs and maintenance and vehicle lease costs. These amounts have been accumulated from the attached budget schedules and divided by UTS' historical average mileage data to arrive at an incremental cost per mile for ambulatory trips. The estimated number of trips in excess of 20 miles is based on UTS' a factor developed based upon UTS' historical data from the WCJFS contract and experience to reflect the incremental cost of providing trips in excess of the 20 mile per trip limit.

PROPRIETARY

Warren County Job and Family Services Request For Proposal RFP SFY's 2019-2021
Non Emergency Medical Transportatoin Services (NET)
Copy of most recent reviewed financials to Demonstrate Finacial Stability
Proposal Requirement H

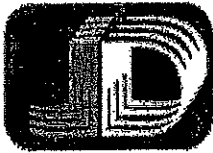
Holland Park Investments, LLC
DBA: Universal Transportation Systems

**Financial Statements &
Supplementary Information
For the Year Ended
December 31, 2017**

Holland Park Investments, LLC

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JOHN F. DICKEY & Co.
Certified Public Accountants

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Fairfield, OH 45014-7205
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PROPRIETARY

To Management
Holland Park Investments, LLC
Fairfield, Ohio

Independent Accountant's Review Report

We have reviewed the accompanying balance sheet of Holland Park Investments, LLC (DBA: Universal Transportation Systems) (a S corporation) as of December 31, 2017, and the related statements of income, members' equity, and cash flows for the year then ended, and the related notes to the financial statements. A review includes primarily applying analytical procedures to management's financial data and making inquiries of company management. A review is substantially less in scope than an audit, the objective of which is the expression of an opinion regarding the financial statements taken as a whole. Accordingly, we do not express such an opinion.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement whether due to fraud or error.

Accountant's Responsibility

Our responsibility is to conduct the review engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. Those standards require us to perform procedures to obtain limited assurance as a basis for reporting whether we are aware of any material modifications that should be made to the financial statements for them to be in accordance with accounting principles generally accepted in the United States of America. We believe that the results of our procedures provide a reasonable basis for our conclusion.

Accountant's Conclusion

Based on our review, we are not aware of any material modifications that should be made to the accompanying financial statements in order for them to be in accordance with accounting principles generally accepted in the United States of America.

Supplementary Information

The supplementary information contained in Schedules I and II is presented for purposes of additional analysis and is not a required part of the basic financial statements. The information is the representation of management. We have not audited or reviewed the supplementary information and, accordingly, do not express an opinion, a conclusion, nor provide any form of assurance on such supplementary information.

John F. Dickey & Co.

JOHN F. DICKEY & CO.

Certified Public Accountants
February 14, 2019

Holland Park Investments, LLC
Balance Sheet
December 31, 2017
Assets

	2017
Current Assets	
Checking	8,202
Accounts Receivable, Net	3,359,201
Prepaid Expenses	74,963
Employee Advances	6,784
Total Current Assets	3,449,150
Property & Equipment	
Automobiles	6,530
Equipment	10,000
Software	300,000
Total Fixed Assets	316,530
Less: Accumulated Depreciation	(47,087)
Total Property & Equipment	269,443
Other Assets	
Intangible Assets	5,917,516
Less: Accumulated Amortization	(201,820)
Total Other Assets	5,715,696
Total Assets	9,434,289

Holland Park Investments, LLC
Balance Sheet
December 31, 2017
Liabilities & Members' Equity

	2017
Current Liabilities	
Accounts Payable	480,095
Accrued Expenses	966
Accrued Taxes Payable	23,493
Note Payable Short Term	993,260
Notes Payable Line of Credit	650,000
Current Portion of Long-Term Debt	354,502
Total Current Liabilities	2,502,316
Long-Term Liabilities	
Long-Term Debt, net of current portion	5,155,086
Total Long-Term Liabilities	5,155,086
Total Liabilities	7,657,402
Members' Equity	1,776,887
Total Members' Equity	1,776,887
Total Liabilities & Members' Equity	9,434,289

Holland Park Investments, LLC
Statement of Income
For Year Ended December 31, 2017

	2017
Net Sales	16,173,349
Cost of Transportation Services (Schedule I)	13,436,606
Gross Profit	2,736,743
Operating Expenses (Schedule II)	1,455,838
Operating Income	1,280,905
Other Income (Expense)	
Other Income	130,221
Interest Expense	(150,944)
Loss on Sale of Property & Equipment	(174,955)
Total Other Income (Expense)	(195,678)
Net Income	1,085,227

**Holland Park Investments, LLC
Statement of Members' Equity
For Year Ended December 31, 2017**

	2017
Balance At January 1, 2017	3,774,628
Net Income (Loss) for the Year Ended December 31, 2017	1,085,227
Less: Distributions Paid	(3,732,968)
Plus: Contributions Paid	650,000
Balance at December 31, 2017	1,776,887

Holland Park Investments, LLC
Statement of Cash Flows
For Year Ended December 31, 2017

	2017
Cash Flows from Operating Activities	
Net Income	1,085,227
Adjustments to Reconcile Net Income to Net Cash Provided by Operating Activities	
Loss on Sale of Property & Equipment	174,955
Depreciation and Amortization	523,219
Decrease (Increase) in Operating Assets:	
Accounts Receivable	(1,113,174)
Other Current Assets	(75,596)
Increase (Decrease) in Operating Liabilities:	
Accounts Payable	275,459
Accrued Expenses	(39,736)
Net Cash Provided by Operating Activities	830,354
Cash Flows From Investing Activities	
Purchase of Property & Equipment	(6,234,046)
Proceeds From Sale of Property & Equipment	2,187,064
Net Cash Used in Investing Activities	(4,046,982)
Cash Flows From Financing Activities	
Net Advance (repayment) on Line of Credit	650,000
Net Borrowings (repayment) of long term debt	5,657,798
Contribution from Members	650,000
Distributions Paid	(3,732,968)
Net Cash Used in Financing Activities	3,224,830
Net Increase in Cash & Cash Equivalents	8,202
Cash & Cash Equivalents at Beginning of Year	-
Cash & Cash Equivalents at End of Year	8,202

See Accompanying Notes and Independent Accountants' Review Report

Holland Park Investments, LLC
DBA: Universal Transportation Systems
Notes to Financial Statements
December 31, 2017

Note A – General Information

Holland Park Investments, LLC has provided transportation services for over twenty-five years to primarily local government entities, school districts and some corporate entities in Butler, Clermont, Clinton, Hamilton, Montgomery, and Warren counties in Southwestern Ohio. In addition, the company provides drivers and support services for vehicles owned by government agencies.

Holland Park Investments contracts with various organizations to provide transportation services for periods of less than one year to five years.

Note B – Summary of Significant Accounting Policies

Basis of Accounting

The accompanying financial statements have been prepared in accordance with the accounting principles generally accepted in the United States of America using the accrual method of accounting. Revenue is recognized as services are provided. Expenses are recognized in the period in which the related liability is incurred.

Accounts Receivable

Accounts Receivable represents amounts billed in accordance with the terms of the contracts with various organizations and not paid as of the end of the year.

Accounts receivable are stated at the amount management expects to collect from outstanding balances. Management provides for probable uncollectible amounts through a provision for bad debt expense and an adjustment to a valuation allowance based on its assessment of the current status of individual receivables from transportation contracts and other services. Balances that are still outstanding after management has used reasonable collection efforts are written off through a charge to the valuation allowance and a credit to the appropriate accounts receivable. The allowance for uncollectible accounts is \$2,451 at December 31, 2017.

Holland Park Investments, LLC
DBA: Universal Transportation Systems
Notes to Financial Statements
December 31, 2017

Property & Equipment

Transportation equipment and furniture and fixtures are stated at cost less accumulated depreciation, which is computed on the straight-line method and accelerated methods over estimated useful lives of the assets, which range from five to ten years. Maintenance, repairs and minor renewals are expensed as incurred.

Income Taxes

Holland Park Investments is a limited liability company which has elected to be taxed as S corporation. Federal and state income taxes are not payable by, or provided for, the S corporation. Members are taxed individually on their share of the S corporation earnings. The earnings are allocated equally to the members.

Cash and Cash Equivalents

For purposes of the statement of cash flows, cash and cash equivalents includes cash and short-term debt securities purchased with an original maturity of three months or less.

Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, the disclosures of contingent assets and liabilities at the date of financial statements and the reported amounts of revenues and expenses during the reporting period. Accordingly, actual results could differ from those estimated.

Holland Park Investments, LLC
DBA: Universal Transportation Systems
Notes to Financial Statements
December 31, 2017

Compensated Absences

Certain employees of the Company are entitled to paid vacations, paid sick days, and personal days off, depending of the job classification, length of service and other factors. The accrual cannot be reasonably estimated, and accordingly, no liability has been recorded in the accompanying financial statements. The Company's policy is to recognize the costs of compensated absences when actually paid to employees.

Fair Value of Financial Instruments

Unites States generally accepted accounting principles establish a framework for measuring fair value. That framework provides a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value into three broad levels. The fair value hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (level 1 measurements) and the lowest priority to unobservable inputs (level 3 measurements). A financial instrument's categorization within the fair value hierarchy is based upon the lowest level of input that is significant to the instrument's fair value measurement.

The three levels of the fair value hierarchy are described below:

Level 1 – Inputs to the valuation methodology are unadjusted quoted prices for identical assets or liabilities in active markets that the company has the ability to access at the measurement date.

Level 2 – Inputs to the valuation methodology include quoted prices go similar assets or liabilities in active markets; quoted prices for identical or similar assets in inactive markets; inputs other than quoted prices that are observable for the asset or liability; and inputs that are derived principally from or corroborated by observable market data by correlation or other means. If the asset or liability has a specified contractual term, the Level 2 input must be observable for substantially the full term of the asset or liability.

Level 3 – Inputs to the valuation methodology are unobservable and significant to the fair value measurement.

The valuation methodologies used for assets and liabilities measured at fair value have not changed from prior periods as there are no assets or liabilities measured at fair value on a recurring or non-recurring basis.

Holland Park Investments, LLC
DBA: Universal Transportation Systems
Notes to Financial Statements
December 31, 2017

The carrying value of cash, accounts receivable, prepaid expenses, other current assets, accounts payable, accrued expenses and payroll withholdings, and line of credit-bank approximates their fair value due to the short-term maturity of these instruments. The carrying value of long-term debt, capital lease obligation and post-employment benefit obligation also approximates their fair value.

Advertising Costs

Advertising costs are expensed as incurred. Advertising costs for the year ended December 31, 2017 were \$44,640.

Subsequent Events

In preparing these financial statements, Management has evaluated events and transactions for potential recognition or disclosure through February 14, 2019 which is the date the financial statements were available to be issued.

Note C – Property & Equipment

Property and equipment are summarized as follows as of December 31, 2017:

	2017
Automobiles	6,530
Equipment	10,000
Software	300,000
Subtotal	316,530
Less: Accumulated depreciation	(47,087)
Net book value	269,433

Depreciation Expense for the year ended December 31, 2017 is \$321,399.

Note D – Line of Credit

At December 31, 2017 the Company had one line of credit. The line of credit matures on July 20, 2018. The interest rate is variable and was 4.64% as of December 31, 2017. The balance as of December 31, 2017 was \$650,000.

Holland Park Investments, LLC
DBA: Universal Transportation Systems
Notes to Financial Statements
December 31, 2017

Note E – Long-Term Debt

Term note, interest at 4.64%, annual payment is variable, matures July 21, 2022.
 Term note, interest at 5.4%, monthly payment is \$47,545, matures July 21, 2027

As of December 31, 2017, the maturities of the long-term debt are as follows:

2018	\$ 354,502
2019	\$ 797,551
2020	\$ 593,822
2021	\$ 615,088
2022+	<u>\$ 3,148,625</u>
Total	\$ 5,509,588

Note F – Commitments and Contingencies

The Company leases certain equipment under operating lease agreements. The minimum rentals under these agreements as of December 31, 2017 are as follows:

2018	<u>\$ 15,050</u>
Total	\$ 15,050

Rent expense for the year ended December 31, 2017 was \$169,315.

Note G – Concentration of Business/Credit Risk

The Group has numerous agreements to provide transportation services to a wide variety of governmental entities, school districts and corporate entities (See Note A).

A significant portion of these entities' transportation requirements are mandated by both Federal and State legislation which require minimum transportation requirements for school age children, the disabled and other groups. The Company's experience has been that the past legislation changes have increased the opportunities for transportation services in the Company's market area. However, future legislation could have a favorable or unfavorable impact on the financial results of the Company. The financial results can also be affected by the general economic climate of Southwestern Ohio and by competition from other transportation companies.

Approximately 54% of the combined accounts receivable balance is due from 5 customers at December 31, 2017.

Holland Park Investments, LLC
DBA: Universal Transportation Systems
Notes to Financial Statements
December 31, 2017

The Company maintains cash balances at a financial institution that is insured by the Federal Deposit Insurance Corporation up to \$250,000. The Company had \$-0- of uninsured balances at December 31, 2016.

Note I – Supplemental Cash Flow Disclosures

Supplemental disclosures for cash flow information are as follows:

Cash paid for interest during the year ended December 31, 2017 was \$150,944.
 Cash paid for income tax during the year ended December 31, 2017 was \$76,752.

Note J – Date of Management Review

Management has evaluated subsequent events through February 14, 2019, the date on which the financial statements were available to be issued.

Holland Park Investments, LLC
Schedule I - Cost of Transportation Services
For Year Ended December 31, 2017

	<u>2017</u>	<u>% of Sales</u>
Cost of Transportation Services		
Abilities to Thrive	19,894	0.12%
Auto - Repairs	478,771	2.96%
Auto - Cleaning	13,753	0.09%
Auto - Fuel	1,124,927	6.96%
Auto - Parts	170,096	1.05%
Auto - Towing	9,013	0.06%
Payroll Tax Expense	424,486	2.62%
Workers' Compensation Insurance	213,293	1.32%
Wages	4,828,673	29.86%
Casual/Contract Labor	4,255,509	26.31%
Communications	236,653	1.46%
Depreciation	321,399	1.99%
Fleet Insurance	889,357	5.50%
Leased Equipment	16,233	0.10%
Leased Auto	233,915	1.45%
Repairs and Maintenance	28,643	0.18%
Small Equipment Purchases	118,670	0.73%
Training	17,644	0.11%
Utilities	17,336	0.11%
Uniforms	18,341	0.11%
Total Cost of Transportation Services	<u>13,436,606</u>	<u>83.08%</u>

Holland Park Investments, LLC
Schedule II - Operating Expenses
For Year Ended December 31, 2017

	<u>2017</u>	<u>% of Sales</u>
Operating Expenses		
Advertising	44,640	0.28%
Amortization	201,820	1.25%
Bank Charges	21,902	0.14%
Charitable Contributions	9,650	0.06%
Computer Support	161,056	1.00%
Office Expense	69,197	0.43%
Postage	7,215	0.04%
Dues and Subscriptions	9,796	0.06%
Insurance-Medical and Dental	154,075	0.95%
Insurance-Annuity	2,415	0.01%
Insurance-Other	63,388	0.39%
Legal and Other Professional	344,833	2.13%
Licenses and Permits	20,288	0.13%
Meals & Entertainment	1,489	0.01%
Office Pre-employment	58,358	0.36%
Rent Expense	153,082	0.95%
Taxes	76,752	0.47%
Telephone	36,631	0.23%
Travel	19,251	0.12%
Total Operating Expenses	<u>1,455,838</u>	<u>9.00%</u>

TERM AUGUST 2018⁹ to JULY 2019²⁰

Exhibit B

NAME OF CONTRACT PROGRAM: WARREN COUNTY TIPP PROGRAM

AGENCY: Universal Transportation Services dba UTS

08/20/2018

TO

07/08/2019

INDICATE NAME OF SERVICE IN APPROPRIATE COLUMN BELOW

EXPENSES BY PROGRAM SERVICES	WARREN COUNTY TIPP PROGRAM	MGMT INDIRECT	OTHER DIRECT SER	TOTAL EXPENSE
A. STAFF SALARIES	64,767.54	0.00	0.00	64,767.54
B. EMPLOYEE PAYROLL TAXES & BENEFITS	12,461.27	0.00	0.00	12,461.27
C. PROFESSIONAL & CONTRACTED SERVICES	839.47	0.00	0.00	839.47
D. CONSUMABLE SUPPLIES	186.82	0.00	0.00	186.82
E. OCCUPANCY	177.61	0.00	0.00	177.61
F. TRAVEL	39,262.39	0.00	0.00	39,262.39
G. INSURANCE	1,108.80	0.00	0.00	1,108.80
H. EQUIPMENT	45.42	0.00	0.00	45.42
I. MISCELLANEOUS	1,684.24	0.00	0.00	1,684.24
J. PROFIT MARGIN	5,966.45	0.00	0.00	5,966.45
K. SUB-TOTAL OF EXPENSES BEFORE MGMT INDIRECT ALLOCATION	126,500.00	0.00	0.00	126,500.00
ALLOCATION OF MGT/INDIRECT COSTS				0.00
TOTAL PROGRAM EXPENSES	126,500.00	0.00	0.00	126,500.00

ESTIMATED TOTAL UNITS OF SERVICE TO BE PROVIDED:

460

UNIT = Daily Round Trip

TOTAL PROGRAM COST/TOTAL UNITS OF SERVICE = UNIT COST:

\$275.00

TOTAL REVENUE	126,500.00	0.00	0.00	126,500.00
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The unit cost is based upon UTS' historical direct and indirect operating costs based upon the number of trips and historical costs. The number of trips represent estimated daily round trips multiplied by number of busses operated. For purposes of developing the budget and unit rate, we assumed 2 school busses operating for 46 weeks at 5 round trips per week for a total of 460 trips for the contract period. The operating costs are variable and will scale up and down based on costs in the operating budget with a volume variation of +/- 20% at the same effective rate of \$275.00.

TERM AUGUST 2018 to JULY 2019

NAME OF CONTRACT PROGRAM: WARREN COUNTY TIPP PROGRAM

A. STAFF SALARIES - Attach Extra Pages for Staff, if needed.

POSITION TITLE	# STAFF	HRS WK	ANNUAL COST	WARREN COUNTY TIPP PROGRAM	MGMT INDIRECT	OTHER DIRECT SERVICE	TOTAL EXPENSE
Program Manager	1.00	3.00	4499.04	3,979.92			3,979.92
Safety and Fleet Director	1.00	1.00	999.96	884.58			884.58
Driver	2.00	50.00	64610.00	57,155.00			57,155.00
Monitor	2.00	0.00	0.00	0.00			0.00
Dispatcher	1.00	2.00	1349.92	1,194.16			1,194.16
Administrative Support	1.00	2.00	1756.56	1,553.88			1,553.88
							0.00
							0.00
							0.00
							0.00
							0.00
							0.00
							0.00
							0.00
							0.00
							0.00
TOTAL SALARIES			73,215.48	64,767.54	0.00	0.00	64,767.54

- Program Manager** Works with all of the operations and support staff to ensure the most appropriate and cost effective resources are used for the program and to ensure smooth functioning of the day to day operations. This individual will spend approximately 3 hours per week assigned to the program.
- Safety and Fleet Director** Develops and implements the safety plans, directs accident reviews, monitors fleet maintenance operations and ensures compliance with all regulations. This individual will spend approximately 1 hour per week assigned to the program.
- Driver** We are using a rate of \$24.85 per hour for drivers because we will be using the most experienced, top performing drivers to perform this contract who are certified to operate a school bus. Time is based on two part-time employees, one on each route, consisting of a morning and afternoon trip for approximately 25 hours per week, per employee.
- Monitor** We are not including any cost for monitors in the budget. Any monitors will be provided by Head Start and will be employees of the TIPP program.
- Dispatcher** In order to adjust routing for schedule changes due to the addition and deletion of students, we have assigned a dispatcher to the program and anticipate this individual will spend approximately 2 hours per week on this program.
- Administrative Support** This individual provides support to the operations staff coordinating payroll, safety and maintenance responsibilities and will spend approximately 2 hours per week assigned to this program.

TERM AUGUST 2018 to JULY 2019

NAME OF CONTRACT PROGRAM: WARREN COUNTY TIPP PROGRAM

EXPENSES BY PROGRAM SERVICES	WARREN COUNTY TIPP PROGRAM	MGMT INDIRECT	OTHER DIRECT SER	TOTAL EXPENSE
B. PAYROLL TAXES				
FICA 7.65%	4,954.72			4,954.72
WORKER'S COMP. 5.09%	3,296.67			3,296.67
UNEMPLOYMENT 3.26 %	2,111.42			2,111.42
BENEFITS				
RETIREMENT				0.00
HOSPITAL CARE 2.42%	1,567.37			1,567.37
INCENTIVE SAFETY BONUS 0.82%	531.09			531.09
TOTAL EMPLOYEE PAYROLL TAXES & BENEFITS	12,461.27	0.00	0.00	12,461.27

Employee Payroll Taxes & Benefits Narrative

Payroll taxes are calculated based on the federal and Ohio statutory tax rates and UTS' historical experience as a percentage of wages.
 Employee benefits expense is calculated based on UTS' historical expense as a percentage of wages for employees participating in the various benefits programs.
 Incentive safety bonus is based on UTS' historical expense as a percentage of wages rewarding both attendance and safety records for employees.

C. PROFESSIONAL FEES & CONTRACTED SERVICES (Indicate type, function performed, and estimate of use (hours, days, etc.))	WARREN COUNTY TIPP PROGRAM	MGMT INDIRECT	OTHER DIRECT SER	TOTAL EXPENSE
CONTRACTED-ACCOUNTING	121.62			121.62
CONTRACTED-OFFICE SUPPORT	104.92			104.92
CONTRACTED-PAYROLL	314.58			314.58
CONTRACTED-COMPUTER SUPPORT	298.34			298.34
TOTAL PROFESSIONAL FEES & CONTRACTED SERVICES	839.47	0.00	0.00	839.47

Professional Fees & Contracted Services Narrative

UTS contracts out for various professional services including accounting, office support and billing services, payroll preparation and information services and computer support. These contracted professional services were apportioned to the program based on UTS' historical cost per trip for these services multiplied by the number of projected trips under the program contract.

TERM AUGUST 2018 to JULY 2019

NAME OF CONTRACT PROGRAM: WARREN COUNTY TIPP PROGRAM

EXPENSES BY PROGRAM SERVICES	WARREN COUNTY TIPP PROGRAM	MGMT INDIRECT	OTHER DIRECT SER	TOTAL EXPENSE
D.CONSUMABLE SUPPLIES				
OFFICE	158.54			158.54
CLEANING	1.91			1.91
PROGRAM	0.00			0.00
TRAINING	26.37			26.37
				0.00
				0.00
TOTAL CONSUMABLE SUPPLIES	186.82	0.00	0.00	186.82

Consumable Supplies Narrative

Office expense relate to standard office supplies such as paper and printing supplies and postage. Cleaning supplies consist of routine consumable supplied and training materials consist of information provided in orientation and driver training. These expenses were apportioned to the program based on UTS' historical cost per trip for these services multiplied by the number of projected trips under the program contract.

EXPENSES BY PROGRAM SERVICES	WARREN COUNTY TIPP PROGRAM	MGMT INDIRECT	OTHER DIRECT SER	TOTAL EXPENSE
E. OCCUPANCY COSTS				
RENTAL @ PER SQ. FT.	106.06			106.06
USAGE ALLOWANCE OF BLDG. OWNED @2% OF ORIG. ACQUISITION COST				0.00
MAINTENANCE & REPAIRS	7.04			7.04
UTILITIES (MAY BE INCLUDED IN RENT) HEAT & ELECTRICITY WATER				0.00
TELEPHONE	35.11			35.11
JANITORIAL	29.40			29.40
				0.00
				0.00
TOTAL OCCUPANCY COSTS	177.61	0.00	0.00	177.61

Occupancy Costs Narrative

UTS rents space for its operations which includes basic utilities. The maintenance and repairs, telephone and janitorial expense relates to expenses for these individual services at the UTS offices. These expenses were apportioned to the program based on UTS' historical cost per trip for these services multiplied by the number of projected trips under the program contract.

TERM AUGUST 2018 to JULY 2019

NAME OF CONTRACT PROGRAM: WARREN COUNTY TIPP PROGRAM

EXPENSES BY PROGRAM SERVICES	WARREN COUNTY TIPP PROGRAM	MGMT INDIRECT	OTHER DIRECT SER	TOTAL EXPENSE
F. TRAVEL COSTS				
GASOLINE & OIL	21,357.14			21,357.14
VEHICLE REPAIR	11,738.85			11,738.85
VEHICLE LICENSE				0.00
VEHICLE INSURANCE	6,166.40			6,166.40
OTHER (PARKING)				0.00
MILEAGE REIMBURSE.@ _____ PER MILE				0.00
CONFERENCES & MEETINGS, ETC.				0.00
PURCHASED TRANSPORTATION				0.00
TOTAL TRAVEL COSTS	39,262.39	0.00	0.00	39,262.39

Travel Costs Narrative

The travel costs consist of the fuel cost, vehicle repair and maintenance cost and auto liability cost for the services attributed to this contract. These amounts are based on UTS' historical adjusted cost per trip for bus services multiplied by the number of expected trips attributable to the program. UTS will use vehicles provided by the TIPP program and UTS employees to perform the trips and with no purchased transportation services.

EXPENSES BY PROGRAM SERVICES	WARREN COUNTY TIPP PROGRAM	MGMT INDIRECT	OTHER DIRECT SER	TOTAL EXPENSE
G. INSURANCE COSTS				
LIABILITY	1,108.80			1,108.80
PROPERTY				0.00
ACCIDENT				0.00
OTHER				0.00
TOTAL INSURANCE COSTS	1,108.80	0.00	0.00	1,108.80

Insurance Costs Narrative

Liability insurance represents expense not directly related to the vehicle liability, including general liability and sexual molestation policies attributed to the program, based on UTS' historical cost per trip for these services multiplied by the number of expected trips attributable to the program.

TERM AUGUST 2018 to JULY 2019

NAME OF CONTRACT PROGRAM: WARREN COUNTY TIPP PROGRAM

EXPENSES BY PROGRAM SERVICES	WARREN COUNTY TIPP PROGRAM	MGMT INDIRECT	OTHER DIRECT SERV	TOTAL EXPENSE
H.EQUIPMENT COSTS				
SMALL EQUIPMENT (items costing under \$5,000.00, which are to be purchased during budget period should be listed)				
				0.00
				0.00
				0.00
TOTAL SMALL EQUIPMENT COSTS	0.00	0.00	0.00	0.00
EQUIPMENT MAINTENANCE & REPAIR (DETAIL)				0.00
				0.00
				0.00
TOTAL EQUIPMENT & REPAIR	0.00	0.00	0.00	0.00
OFFICE COPIERS AND COMPUTER EQUIP	35.02			
				0.00
				0.00
				0.00
TOTAL LEASE COSTS	35.02	0.00	0.00	0.00
TOTAL COST DEPRECIATION OF LARGE EQUIPMENT ITEMS (detail on page 7)	10.40	0.00	0.00	10.40
TOTAL EQUIPMENT COSTS	45.42	0.00	0.00	10.40

~~Total Equipment Costs Narrative (Small Equipment, Equipment Maintenance & Repair, Equipment Lease, Equipment Depreciation)~~
 There are no capital costs related to vehicles for this program because the vehicles will be provided by the TIPP program. The lease and capital costs for office equipment have been allocated to the program based on a historical cost per trip. Depreciation expense has been allocated to the program and included only for the period covered by the contract.

TERM AUGUST 2018 to JULY 2019

NAME OF CONTRACT PROGRAM: WARREN COUNTY TIPP PROGRAM

LARGE EQUIPMENT DEPRECIATION COSTS

ITEM(S) TO BE DEPRECIATED	NEW OR USED	DATE OF PURCHASE	TOTAL ACTUAL COST	SALVAGE VALUE	TOTAL TO DEPRECIATE	USEFUL LIFE	CHARGEABLE ANNUAL DEPRECIATION	*PERCENT USED BY CONTRACT PROGRAM	AMOUNT CHARGED TO CONTRACT PROGRAM	WHICH CONTRACTED PROGRAM
Computer Equipment		07/21/2017	10,000.00	0.00	10,000.00	5	2,000.00	0.52%	10.40	
Total			10,000.00		10,000.00		2,000.00		10.40	

* Enter as a decimal.

TERM AUGUST 2018 to JULY 2019

NAME OF CONTRACT PROGRAM: WARREN COUNTY TIPP PROGRAM

EXPENSES BY PROGRAM SERVICES	WARREN COUNTY TIPP PROGRAM	MGMT INDIRECT	OTHER DIRECT SER	TOTAL EXPENSE
I. MISCELLANEOUS COSTS				
COMMUNICATION	350.09			350.09
INTEREST EXPENSE ON EQUIP & WORKING CAP	367.25			367.25
LICENSES & PERMITS	75.73			75.73
PRE-EMPLOYMENT SCREENING	123.62			123.62
RECRUITING	87.01			87.01
SOFTWARE MAINTENANCE	628.69			628.69
TRAINING OF UNHIRED DRIVERS	18.63			18.63
UNIFORMS	33.22			33.22
				0.00
				0.00
				0.00
TOTAL MISCELLANEOUS COSTS	1,684.24	0.00	0.00	1,684.24
J. PROFIT MARGIN (For profit entities only)	5,966.45			5,966.45
K. SUB-TOTAL OF EXPENSES BEFORE MGMT INDIRECT ALLOCATION	126,500.00	0.00	0.00	126,464.99

Miscellaneous Costs Narrative

The various miscellaneous cost categories included have been allocated based on UTS' historical cost per trip multiplied by the number of projected trips attributable to the program.

Mgmt/Indirect Cost Narrative

UTS has not allocated any additional management or overhead expenses to the contract. The contract will be performed by the direct employees and resources included in the direct cost summary.

Profit Margin Narrative

UTS has included a profit margin of 5% for this contract. This profit margin takes into consideration the rate of return on equity capital as well as the operational risk under the contract. Based on the volume of trips under the contract and our existing presence in Warren county, UTS is pleased to be able to perform this contract with our existing resources without any significant start up expenses and, as a result, are able to offer these services at a lower rate.

TERM AUGUST 2018 to JULY 2019

NAME OF CONTRACT PROGRAM: WARREN COUNTY TIPP PROGRAM

REVENUES BY PROGRAM SERVICES	WARREN COUNTY TIPP PROGRAM	MGMT INDIRECT	OTHER DIRECT SER	TOTAL REVENUES
A. GOVERNMENTAL AGENCY FUNDING (specify agency & type)				
HAMILTON COUNTY JOBS & FAMILY SERVICES	126,500.00			126,500.00
Women SVC - 7/11/18				0.00
				0.00
B. OTHER FUNDING				
FEES FROM CLIENTS				0.00
CONTRIBUTIONS				0.00
				0.00
				0.00
				0.00
AWARDS & GRANTS				0.00
				0.00
OTHER (specify)				0.00
				0.00
TOTAL REVENUE	126,500.00	0.00	0.00	126,500.00

Revenue Narrative

The revenue reported under this contract is entirely fee for service revenue from the Warren County TIPP program and is based on the per-trip rate multiplied by the number of trips completed during the contract period. The number of trips represent the estimated daily round trips multiplied by number of busses operated. For purposes of developing the budget and unit rate, we assumed 2 school busses operating for 46 weeks at 5 round trips per week for a total of 460 trips for the contract period. The operating costs are variable and will scale up and down based on costs in the operating budget with a volume variation of +/- 20% at the same effective rate of \$275.00.

Exhibit C

Resolution

Number 19-0487

Adopted Date April 23, 2019

AUTHORIZE REQUEST FOR PROPOSALS FOR VENDORS TO PROVIDE NON EMERGENCY TRANSPORTATION (NET) SERVICES FOR WARREN COUNTY JOB AND FAMILY SERVICES, DIVISION OF HUMAN SERVICES

BE IT RESOLVED, to advertise for Request for Proposals for vendors to provide Non Emergency Transportation (NET) services for Warren County Job and Family Services, Division of Human Services; and

BE IT FURTHER RESOLVED, to advertise said Request for Proposals in a newspaper of general circulation, one time beginning the week of May 5, 2019 and for two consecutive weeks on the County Internet Webpage; the deadline for the receipt of proposals is 4:00 p.m. on May 24, 2019.

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

Mrs. Jones – yea

Mr. Young – yea

Mr. Grossmann – yea

Resolution adopted this 23rd day of April 2019.

BOARD OF COUNTY COMMISSIONERS

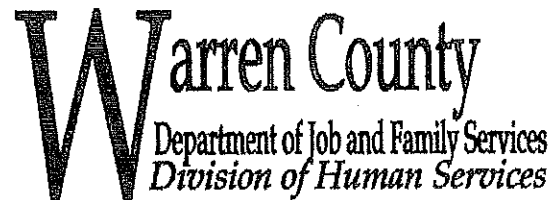


Tina Osborne, Clerk

KH/

cc: Human Services (file)
OMB bid file

Warren County Job and Family Services
Request for Proposals (RFP) SFY's 2019-2021
Non-Emergency Transportation Services (NET)



Offered By
Warren County Job & Family Services
Division of Human Services
416 S. East Street
Lebanon, OH 45036
Lauren Cavanaugh, Director

REQUEST FOR PROPOSALS

Potential Deliverer of Non-Emergency Transportation Services (NET)
for Warren County Medicaid Consumers

The Warren County Department of Job & Family Services (WCDJFS) is seeking proposals for vendors to provide contractual Non-Emergency Transportation (NET) Services to Warren County Medicaid consumers for the State Fiscal Year beginning July 1, 2019 and running through June 30, 2021.

The requirements are listed within this Request for Proposal. WCDJFS will accept proposals at 416 S. East Street, Lebanon, OH 45036 until Friday, May 24, 2019 until 4:00 PM. Late proposals will not be accepted.

Date Issued: April 23, 2019

Date Due: May 24, 2019

Warren County Job and Family Services
Request for Proposals (RFP) SFY's 2019-2021
Non-Emergency Transportation Services (NET)

I. BACKGROUND & PURPOSE

Warren County Job & Family Services is a medium to large sized public agency serving the county in Public Assistance. There are currently over 23,000 Medicaid recipients in Warren County. In 2017, WCDJFS spent a total of \$404,653.00 on NET Transportation Services and in 2018 WCDJFS spent a total of \$327,026.00.

Non-Emergency Transportation (NET) is a statewide program that is administered by the County Department of Job and Family Services (CDJFS) in accordance with 5160: 15 of the Ohio Administrative Code. The program provides transportation to Medicaid-covered services for Medicaid recipients without other transportation resources. The program includes the scheduling, coordination, delivery, and tracking of transportation services to a diverse population including children, adults, disabled, and elderly participants. Transportation occurs both in-county and out-of-county.

WCDJFS is currently seeking proposals to provide Non-Emergency Transportation services on a contractual basis. In order to be considered as a potential service provider, a Proposal must be submitted, within the designated time frame that outlines program/service delivery and costs.

II. LIMITATIONS

This Request for Proposal does not commit WCDJFS to award a contract or to pay any cost incurred in the preparation of a Proposal. WCDJFS reserves the right to accept or reject any or all Proposals received to negotiate services and costs with proposers, and to cancel in part or in entirety this Request for Proposals.

All Proposals submitted will remain the property of Warren County.

Warren County Board of County Commissioners on behalf of WCDJFS reserves the right to award contract transportation services to one (1) or multiple providers. The awarding of a contract or contracts does not guarantee a specific service level with one or several providers.

Contracts awarded shall be effective for two years. However, contracts may be amended or terminated during this period if there is a change in Federal, State, or Agency regulations that apply to the contract; a reduction of Federal, State, or local funds; unsatisfactory performance by the Provider as determined by WCDJFS; or upon thirty (30) days written notice by either party. In addition, we reserve the right to renew the contract for two (2) additional years upon mutual agreement of both parties following review of the previous year's contract performance. Renewal agreement(s) for each additional year will be required.

III. FACTORS & CRITERIA

A successful applicant(s) will demonstrate the following;

- Compliance with this entire RFP packet/process and submission of a complete proposal;
- Demonstrated ability to coordinate and deliver services in a timely manner;
- State-required limits of liability insurance (\$2,000,000 or more);
- Possession of a fleet of vehicles adequate to handle the demand of eligible consumers, and liability coverage for such vehicles and usage;

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- Certification of drivers' CDL, CPR and First Aid Training;
- Specialized vehicles for provisions of transportation of persons with special needs;
- Experience in customer service with special needs populations;
- Past record of performance-based references from previous and current contracts;
- Submission of cost variables based on a per unit cost of one-way trip rates;
- Criminal background checks on each direct-service employee and applicant;
- Sufficient cash to conduct business on a cost-reimbursable basis with invoices fully processed typically within 60 days of receipt.

IV. SCOPE OF WORK

Successful proposers will provide effective customer service for the provision of in-county and out-of-county transportation to Medicaid-covered services for Medicaid recipients, including persons with special needs. Contracted entities will respond to requests for transportation in a timely to reasonably accommodate customers scheduled medical appointments with advanced notice. Contracted entities will complete eligibility through the MITS System, coordinate, provide, and track transportation services to customers. The contractor will submit invoices for reimbursement for approved activity on a monthly basis. Detailed records must be maintained with customer confidentiality to document and verify the provision of service.

V. FUNDING

Funding for this program comes from the Ohio Department of Job & Family Services to the WCDJFS, and all program costs are reimbursed through cost-reimbursement contract invoices.

VI. ELIGIBLE SERVICE PROVIDERS

Public, private non-profit, and private for-profit entities are eligible to submit proposals. Service providers must have a proven track record in providing transportation services and experience in working with the target population specified. Proposals targeting a specific segment of the target population or proposals providing services on a small scale are also welcomed.

VII. REQUEST FOR PORPOSAL (RFP) PROCESS

All proposals which conform to these instructions will be reviewed. This process does not commit WCDJFS to award a contract or to pay for the costs incurred in the preparation of the RFP, or to otherwise procure services. WCDJFS reserves the right to accept or reject any or all proposals in full or in part. WCDJFS reserves the right to reject any proposal in which the proposer takes exception to the terms and conditions of the request for proposal; fails to meet the terms and conditions of the RFP, including but not limited to the standards, specifications, and requirements specified in the request for proposals; or submits prices that WCDJFS considers to be excessive, compared to existing market conditions, or determines exceed the available funds of the contracting authority.

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Proposals will be reviewed for accuracy, consistency, and completeness. WCDJFS may request additional information to aid in review and selection. All requested amounts are subject to negotiation based upon final approval by WCDJFS and the Board of Warren County Commissioners.

Proposers should read the entire contents of the RFP, and all questions should be answered completely, honestly, and to the best of the proposer's ability, and all directions should be followed.

Each proposal **must** contain all of the following:

- A. Program Narrative
 - a. Cover letter (and any attachments) to address in detail
 - b. Organizational capacity and history of performance
 - c. Proof of liability coverage
 - d. Staff qualifications
 - e. Applicable references
- B. Organization Information Sheet (attached)
- C. Vendor Conditions/Requirements (attached)
- D. Management Assurances (attached)
- E. Certification Regarding Debarment and Suspension (attached)
- F. Vendor Code of Conduct (attached)
- G. Budget Information Summary (attached) and any budget attachments
- H. Copy of most recent audit
 - a. Vendors must demonstrate financial stability. Financial stability will be demonstrated by providing a copy of the most recently completed audit.

Please submit 1 original proposal along with 2 copies. Proposals are to be hard-copy (no e-mails). Proposals must be received by the deadline date (May 24, 2019 @ 4:00 PM) at the Warren County Job and Family Services at 416 S. East Street, Lebanon, OH 45036. Postmarks will not be considered equivalent to "received". The agency is open Monday-Friday, 7:00 AM- 4:30 PM, except holidays.

Please be advised that conditions or factors affecting the terms of this RFP may be amended due to changes in Medicaid or fiscal policies at the local, state, or federal level. All accepted proposals are subject to final negotiations.

Each proposal will be reviewed and evaluated by WCDJFS management (see Evaluation Process). Selection should be made within 4 weeks after the RFP deadline. The project will be awarded to the proposal(s) which, in the discretion of the WCDJFS and Board of Commissioners, is (are) the lowest and best proposal(s).

Awards will be made to responsible vendors whose proposal is most advantageous to WCDJFS with price and other factors considered. Unsuccessful applicants will be notified promptly. Contracts awarded as a result of this solicitation will be on a cost-reimbursement agreement. The cost reimbursement agreement reimburses the contractor for approved actual costs and involves the processing of invoices with complete documentation through WCDJFS, the Board of County Commissioners, and the Warren County Auditor before payment is made. Claims made to the WCDJFS for reimbursement shall not duplicate claims made by the contractor to other sources of public funds for the same service.

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The WCDJFS reserves the right to renew contracts awarded through this RFP for one or two additional years. The WCDJFS further reserves the right to amend, modify, or terminate contracts resulting from this RFP.

Questions regarding the Request for Proposal process should be directed by e-mail to Lauren.Cavanaugh@jfs.ohio.gov. All answers will be shared with all proposers

VIII. PROPOSAL EVALUATION PROCESS

Proposals will be evaluated and selected based on their ability to assure the following, which are rated as follows for a maximum total score of 250 points:

- A. The best and most successful delivery of services, including ability to provide services and organizational capabilities. (50 points)
- B. The most competitive costs, including cost reasonableness. (50 points)
- C. A history of competent tracking, monitoring, and evaluation of systems of delivery and program reports. (50 points)
- D. A history of successful transportation performance. (50 points)
- E. A history of success in serving target populations (ie. Medicaid recipients including children, adults, disabled, and elderly participants). (50 points)

IX. TERMS & CONDITIONS

All proposers must agree to and comply with the terms and conditions of this RFP, including all local, state, and federal laws governing the services and funding associated with this program.

Administrative Remedies for Violations

All contracts will contain provisions or conditions that will allow for administrative, contractual, or legal remedies in instances in which contractors violate or breach contract terms. All contracts will provide for remedial actions such as sanctions and penalties. The contractor must agree to accept responsibility for receiving, replying to and/or complying with any audit exception by appropriate State or Federal audits directly related to the provisions of the contract. The contractor must agree to reimburse the Department to the full amount of the payment received for services provided under the contract to consumers that do not meet the eligibility requirements. The contractor must agree to reimburse to the Department the full amount of payment received for services not covered by the contract. The contractor must agree to reimburse to the Department the full amount of payment received for duplicate billing, erroneous billing, deception claims, or falsification.

Delinquent Personal or Property Taxes

Prior to entering into a contract, the proposer/potential contractor shall submit a statement affirmed under oath that the person with whom the contract 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 and any due and

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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 contract, 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.

Findings for Recovery from Auditor of State

No state agency and no political subdivision shall award a contract for goods or services paid for in whole or in part with state funds to a person against whom a finding for recovery has been issued by the auditor of state on and after January 1, 2001, if the finding for recovery is unresolved.

Non-Discrimination/Equal Employment Opportunity

All proposers/potential contractors must assure that policies and practices meet state and federal guidelines regarding EEO and provide for fair and reasonable employment practices and that the contractor will not discriminate against any employee or applicant for employment because of race, religion, color, national origin, sex, political affiliation, belief, disability, or genetic information. All contractors will comply with Executive Order 11246, entitled Equal Employment Opportunity, as amended by Executive Order 11375, and as supplemented in Department of Labor regulations 41 CFR Part 60. No person with responsibility in the operation of a program of the WCDJFS will discriminate with respect to any program participant or any application for participation in such program because of race, religion, color, national origin, sex, political affiliation, belief, disability, or genetic information. In addition, reasonable accommodations must be provided in compliance with the Americans with Disabilities Act. Any contractor found to be out of compliance may be subject to investigation by the Office of Civil Rights and termination of the contract.

Certification of Debarment, Suspension, Ineligibility, & Voluntary Exclusion

All proposers must sign the attached Certification of Debarment, Suspension, Ineligibility, and Voluntary Exclusion. No awards shall be made to any party which is debarred, suspended, ineligible, or otherwise excluded from participation in Federal assistance programs.

Ethics and Conflict of Interest

No contractor, individual, company, or organization seeking a contract with WCDJFS will promise or give to any agency officer, employee, or agency anything of value, including employment or promise of employment within the scope of his or her job duties. No contractor or individual, company, or organization seeking a contract will ask an officer, employee, or agent of the agency to violate any of the code of standards of conduct requirements. Contractors acting on behalf of WCDJFS will refrain from activities which could result in violations of this rule.

All proposers, as a part of the RFP process, must declare compliance with this code of conduct and must disclose and describe any potential direct or indirect conflict of interest, including family or business relationships with any WCDJFS employees. If a conflict, real or apparent, does exist, it must be declared and described and the individual(s) concerned must exclude themselves from participation in the procurement process. All such declarations will be in writing. No funds will be paid to any proposer who influences or attempts to influence

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WCDJFS employees in connection with the awarding of any contract. Potential contractors who attempt to improperly influence the process will be disqualified.

The attached Vendor Code of Conduct must be signed by all proposers.

Insurance

All contracts shall require the vendor to furnish to the Board of Warren County Commissioners a Certificate of Insurance, which shall contain a Notice of Cancellation clause with notification being sent 30 days prior to cancellation to the Board's office. Cancellation of insurance will constitute a default, which, if not remedied within the 30-day notification period, shall cause immediate termination of the contract.

Records Access

The Warren County Department of Job & Family Services, ODJFS, the federal Department of Health and Human Services, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the contractor which are directly pertinent to the specific contract for the purpose of making audits, examinations, excerpts, and transcriptions.

Records Retention

Financial, programmatic, statistical, recipient records, and supporting documents must be retained for a minimum of five years after the ODJFS acceptance of the final closeout expenditure report, or as otherwise provided by any minimum retention requirements specified by applicable state or federal law. If any litigation, claim, negotiation, audit, or other action involving the records has started before the expiration of the five-year period, the records must be retained until the completion of the action and resolution of all issues that arise from it, or until the end of the regular five-year period, whichever is later.

Termination Provisions

WCDJFS may terminate the contract when it is determined by the WCDJFS to be in its best interest, by giving at least 30 days advance notice in writing to the contractor. The contractor may terminate the contract at any time by giving at least 30 days advance notice in writing to the WCDJFS. The contractor shall be entitled to receive just and equitable compensation for any services satisfactorily performed through the date of termination.

Miscellaneous

All contractors are required to provide Workers Compensation or other insurance coverage for injuries which may be suffered by participants. All contractors must comply with any applicable minimum wage and maximum hour provisions of the Fair Labor Standards Act and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327 through 330 as supplemented by Department of Labor regulations 29 CFR Part 5). All contractors must assure that appropriate standards for health and safety in work and training situations will be maintained. All contractors must comply with the Copeland Anti-Kickback Act (18 U.S.C. 874) as supplemented in Department of Labor regulations 29 CFR Part 3. All contractors must comply with the Clean Water Act/Clean Air Act and environmental protection agency regulations and the Energy Policy and Conservation Act. All contractors are bound by the disclosure rules for the Ohio Department of Job & Family Services. Disclosure of information in a manner not authorized by the

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rules is a breach of the contract. All contracts must be in material compliance with all Federal, State, and Local licensing laws and regulations promulgated pursuant thereto.

ORGANIZATIONAL INFORMATION SHEET

Proposer Name:
Address:
Person (Name & Title) Authorized to Represent the Proposer:
Phone Number:
E-mail Address:
Proposed Number of One-Way Trips (capacity for Medicaid-covered trips):
Total Funds Requested: \$ (Unit cost from budget sheet multiplied by proposed number of one-way trips)
Organization status: <input type="checkbox"/> Public Non-Profit <input type="checkbox"/> Corporation <input type="checkbox"/> Private Non-Profit <input type="checkbox"/> Private For-Profit <input type="checkbox"/> Government <input type="checkbox"/> Other _____
Number of Years in Operation:

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Tax, Tax Exempt, or Non-Profit ID number:
Name and Signature of Person Authorized to bind the organization to all commitments made in the proposal: Name: _____ Signature: _____ Date: _____

VENDOR CONDITIONS/REQUIREMENTS

In submitting this proposal, the vendor agrees to the following conditions and requirements of the request for proposal and any subsequent contracts awarded as a result of the same:

1. Proposers are to follow the guidelines contained in this document when preparing their response to the proposal.
2. All proposals submitted will be subject to the following procedures:
 - a) Proposals that fully comply with the RFP will be reviewed by WCDJFS management.
 - b) Proposers will be notified in writing of approval or denial of their proposals.
 - c) Proposers who are approved for funding must enter into a formal contract for services.
 - d) Budget/contract negotiations will be conducted by WCDJFS management.
 - e) All contracts for services must be approved by the Board of County Commissioners for final approval.
 - f) When determined in the best interest of WCDJFS, contracts will be awarded to proposers whose proposal is most advantageous to WCDJFS. While price is always a factor, it may not be the controlling or most significant factor. The proposer that is awarded a contract must be responsive to the RFP and must also be judged responsible.
3. The RFP does not commit the WCDJFS to award a contract, to pay cost incurred in the preparation of a proposal, or to procure or contract for services prior to issuance of a signed contract. WCDJFS reserves the right to accept or reject any or all proposals received, to negotiate services and costs with proposers, and to cancel in part or in entirety this RFP. WCDJFS reserves the right to reject any proposal in which the proposer takes exception to the terms and conditions of the request for proposals; fails to meet the terms and conditions of the request for proposals, including but not limited to the standards, specifications, and requirements specified in the request for proposals; or submits prices that WCDJFS considers to be excessive, compared to existing market conditions, or determines exceed the available funds of the contracting authority. Funding levels are subject to change. Each proposal will be reviewed with respect to price, administrative program capabilities, and conformance to the RFP criteria.
4. The contents of proposals submitted by successful proposers will become part of the awarded contract, and funding will be contingent upon their agreement to the provisions included herein and the formal contract.
5. Any printed or media material related to services under this agreement shall recognize the WCDJFS as the funding source and shall be cleared with WCDJFS prior to release.

VENDOR CONDITIONS/REQUIREMENTS

6. Any expenditures or services which exceed the amount agreed upon are the vendor's sole responsibility and shall not entitle the vendor to additional payments or benefits under the contract.
7. If expenditures or services are determined disallowed after payment has occurred, the vendor shall repay the amount of the disallowance within 30 calendar days from the date of notice, or on a written alternative schedule determined by the WCDJFS. If the vendor violates or permits violation of contract terms or conditions, the vendor shall repay to the WCDJFS the amount of funds directly related to the violation. Any audit findings/exceptions for disallowed costs as a result of any internal or external audit shall be the financial responsibility of the vendor.
8. The vendor shall include a copy of the most recently completed audit with this RFP.

Authorized Representative's Signature

Date

MANAGEMENT ASSURANCES

The WCDJFS will enter into contracts only with organizations which provide reasonable assurance in their applications that they are capable of managing, operating, monitoring, and reporting according to federal and state guidelines, and standards of usual and customary business practices. This shall include:

1. Sufficient capability to operate the program.
2. Making available for review and monitoring the names and qualifications of their officers, directors, and managing personnel who have operational or fiscal responsibilities for the contracted services.
3. Assurance that internal policies meet state and federal guidelines regarding EEO and provide for fair and reasonable employment practices.
4. Assurance that no person with the responsibility in the operation of the program will discriminate with respect to any participant or applicant because of race, creed, color, national origin, sex, political affiliation, age, belief, disability, or genetic information.
5. Assurance that internal policies prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
6. Assurance that appropriate standards for health and safety in work and training situations will be maintained.
7. Assurance that the WCDJFS may not be held responsible for payment of funds if some of those same funds have not been received by the State.
8. All reports, brochures, literature, and pamphlets developed through this contract will acknowledge WCDJFS and its role as the funding source.
9. Assurance that the vendor recognizes its responsibility for and agrees to assume full financial liability for any subsequent questioned or disallowed cost.
10. Assurance that the vendor will provide Worker's Compensation for injuries which may be suffered by participants.
11. Assurance that the vendor has sufficient income from non-NET sources or an agency cash reserve to provide a minimum of 60 days cash flow, as this is a cost-reimbursement vendor contract.
12. Assurance that the vendor has read the Terms and Conditions in this RFP and agrees to comply with them in their entirety.

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MANAGEMENT ASSURANCES

The authorized representative must assure and certify that he possesses the legal authority to enter into a contract.

Authorized Representative's Signature

Date

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**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY
EXCLUSION**

The vendor certifies the following:

- 1) The prospective recipient of Federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- 2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Printed Name & Title of Signatory Authority for Proposing Agency

Signature

Date

VENDOR CODE OF CONDUCT

Maintaining the integrity of public procurement is crucial in preventing fraud and abuse of public funds. No contractor, individual, company or organization seeking a contract or seeking to sell goods or services to WCDJFS will promise or give to any agency officer, employee or agent anything of value, including employment or promise of employment within the scope of his or her job duties. No contractor or individual, company or organization seeking a contract or grant or seeking to sell goods or services to WCDJFS will ask an officer, employee or agent of the agency to violate any of the code of standards of conduct requirements. Contractors acting on behalf of WCDJFS will refrain from activities which could result in violations of this rule.

All WCDJFS contracts shall contain provisions requiring the contractor to refrain from promising or giving to any agency officer, employee, or agent anything of value that is of such a character as to manifest a substantial and improper influence upon the officer, employee, or agent with respect to the officer's, employee's, or agent's duties, to agree that it will not solicit agency officers, employees, or agents to violate the agency's code of standards of conduct, all provisions in 2 C.F.R. 200.318, 2 C.F.R. 400.2(b), 29 C.F.R. 97.36(b)(3), 45 C.F.R. 75.327(c), or Chapter 102 and Sections 187.01, 2921.42, and 2921.43 of the Revised Code and to refrain from conflicts of interest, whether direct or indirect.

All contracts of the WCDJFS shall include a certification by the contractor that it is in compliance with and will maintain compliance with the requirements listed in the paragraph above. The contractor will promptly notify the WCDJFS of any newly arising conflicts of interest or potential violations of state ethics laws.

Contractors in violation of these laws may be prosecuted for criminal violations. Any contract who violates the requirements of this code of conduct or related C.F.R. and Revised Code is subject to having the related contract terminated or having the WCDJFS refuse to enter into a contract along with penalties and sanctions.

I have read the above information and understand that I am subject to this policy and law. I confirm to the best of my knowledge and belief that I am in compliance with this policy and law and that no conflict of interest exists, as defined within this information, except for the following matters:

_____ None

_____ I hereby acknowledge that a potential conflict of interest could arise as a result of my position.

Description:

Name & Title: _____

Signature: _____

Date: _____

TRANSPORTATION BUDGET INFORMATION SUMMARY*

*Please attach additional budget information if desired to further demonstrate costs and organizational structure.

A. Administrative Staff Costs

- 1. Salaries \$ _____
- 2. Fringes \$ _____
- 3. Other _____ \$ _____

Total Staff Costs: \$ _____

B. Operational Costs

- 1. Admin. Supplies/Materials \$ _____
- 2. Printing/Postage \$ _____
- 3. Phones \$ _____
- 4. Bonding/Insurance \$ _____
- 5. Other _____ \$ _____

Total Operational Costs \$ _____

C. Space & Facilities Costs

- 1. Rent \$ _____
- 2. Utilities \$ _____
- 3. Other _____ \$ _____

Total Space/Facilities Costs: \$ _____

D. Direct Services Costs

- 1. Direct Service Salaries \$ _____
- 2. Direct Service Fringes \$ _____

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TRANSPORTATION BUDGET INFORMATION SUMMARY*

3. Direct Service Training \$ _____
4. Fuel Costs \$ _____
5. Fleet Maintenance Costs \$ _____
6. Vehicle Insurance \$ _____
7. Other _____ \$ _____

Total Direct Services Costs \$ _____

TOTAL TRANSPORTATION BUDGET: \$ _____
Total annual one-way trips: _____

Exhibit D

Non-Emergency Transportation RFP Evaluation

2019-2021 Contract

	Universal Transportation Systems, LLC	Capital Transit
The best and most successful delivery of services, including ability to provide services and organizational capabilities. (50 points)	50 Direct Service Provider	40 Brokerage
The most competitive costs, including cost reasonableness. (50 points)	45 Competitive for Local Market	45 Competitive
A history of competent tracking, monitoring, and evaluation of systems of delivery and program reports. (50 points)	50 36 years of experience. Ohio Based	40 Established in 2011, California Based
A history of successful transportation performance. (50 points)	50 Provides NET for other Job & Family Services in Southwest Ohio	35 Does not currently have any local contracts
A history of success in serving target populations (ie. Medicaid recipients including children, adults, disabled, and elderly participants). (50 points)	50 Long standing history with Warren County JFS	40 No Established History and references are all California Based Entities.
TOTAL- 250	245	200

Exhibit E



Department of
Job and Family Services

Office of Fiscal Services
Bureau of County Finance and Technical Assistance

Subrecipient / Vendor Checklist

County Name (Pass-Through Agency): Warren County Job and Family Services

Name of Provider (Potential Vendor/Subrecipient): Universal Transportation Systems, LLC

Name of Program: Non-Emergency Transportation and TIP Transportation Services

	Indications of a Subrecipient See A-133 §210(b)	Yes	No	Comments
1.	Provider determines who is eligible to receive federal financial assistance.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
2.	Provider has its performance measured against whether the objectives of the federal program are met.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
3.	Provider has responsibility for programmatic decision making.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
4.	Provider has responsibility for adherence to applicable federal program compliance requirements.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
5.	Provider uses the federal funds to carry out its own program as compared to providing goods or services for a program of the pass-through entity.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	

	Indications of a Vendor See A-133 §210(c)	Yes	No	Comments
6.	Organization provides the goods and services within normal business operations.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
7.	Organization provides similar goods or services to many different purchasers.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
8.	Organization operates in a competitive environment.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
9.	Organization provides goods or services that are ancillary to the operation of the federal program.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
10.	Organization is not subject to compliance requirements of the federal program.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

Overall Conclusion	Yes	No	Comments
Provider is a subrecipient.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Conduct Subrecipient Monitoring See OAC 5101:9-1-88
Provider is a vendor.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Conduct Contract Monitoring See OAC 5101:9-4-07 (J)(8) or other rule

Exhibit F

Capital Transit

Original

Technical Proposal
Non-Emergency Van Transportation Services
(NEMT)
to the
County of Warren

Submitted by
Capital Transit

*Our Mission is to provide quality and
compassionate service*

May 21, 2019
Duns / CCR: 078309594
Tax ID: 800768616
RFP: SFY's 2019-2021
NPI: 1841753498

Shiraz Mir, President
Capital Transit
187 Dnieper River Way
Sacramento, CA 95834
Ph: (916) 470-0476
Email: shirazmir916@gmail.com

May 21 ,2019

County of Warren

Dear Ms. Lauren Cavanaugh,

Capital Transit is pleased to submit its proposal in response to the non-emergency transportation services (NEMT) RFP NO. SFY's 2019-2021. It is Capital Transit's mission to provide highest quality and compassionate NEMT transportation services. Within our proposal, we have demonstrated our ability to successfully implement a NEMT program, and provide excellent transportation services focused on delivery of safe and on-time transportation services provided with highest level of customer service. As a small company, we place great emphasis on cost containment, and expect the routine processes we currently employ will translate to overall improved services at reasonable rates.

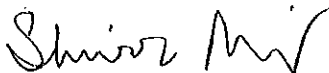
We have read, understood, and agree to perform all contractor responsibilities and will comply with all requirements and terms set forth in the RFP. In addition, we are confident in our ability to significantly add value to the services provided to County of Warren as we have done for other counties.

For your information I, Shiraz Mir, am the individual legally authorized to commit the organization contractually, including services and prices, contained in this proposal. My contact information is included below. Please feel free to contact me with any questions.

Contact Information:

Shiraz Mir
President
Capital Transit
Phone: (916) 470-0476
Email: Shirazmir916@gmail.com

Sincerely,



Shiraz Mir
President
Capital Transit

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- A. Organization Status
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 - 2. Company Summary
- B. What makes us Unique
- C. History

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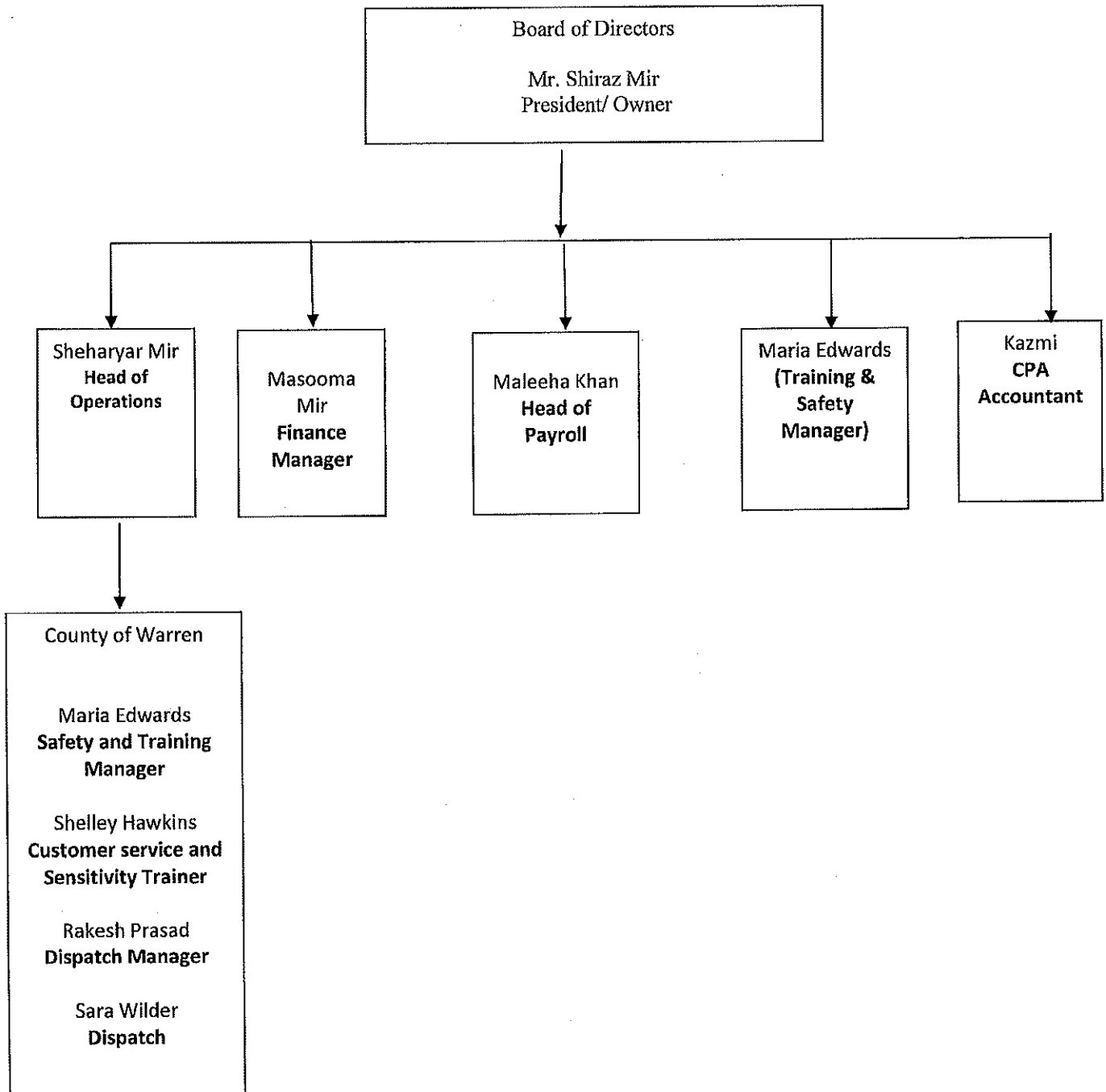
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- B. Benefits of our model
- C. Customer Service
- D. Dispatch Center
- E. Policies and Procedures
- F. Startup Plan

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- A. Staffing Plan
- B. Staff Qualifications and Resumes

Organization Status

Corporate Organizational Chart



Company Summary

The following will serve to introduce our company, Capital Transit. Capital Transit was formed in 2011 and is a broker for NEMT and shuttle transportation services. Our clients include government agencies and private entities.

For County of Warren Capital Transit will use a brokerage model with which we have extensive experience, as demonstrated in the proposal. The trips will be provided by Capital Transit's subcontractors (Transportation Provider). Our proposal is that we are the sole contractor for this service. Capital Transit will manage, schedule, track and dispatch all trips. Capital Transit will be responsible for submitting all reports including on-time performance reports and invoices to Warren County. Our team has experience operating similar NEMT contracts, covering even larger catchment areas.

Business type and size

Capital Transit is a Minority-Owned Small Business.

NPI: 1841753498

Mission Statement

Our mission is to provide quality and compassionate transportation service.

Company Location

Capital Transit is headquartered in Sacramento, CA.

What Makes Capital Transit Unique

- **Our Team is experienced in starting new brokerage operations within 45 days of award by building a coalition of subcontractors (transportation providers).**
- We serve communities that are diverse in age, sexual preferences, and ethnic background who present with a wide variety of health and mobility needs. Our customer feedback is consistently positive, with special note regarding our personalized service, driver courtesy and customer service.
- **Relevant Experience:**
 - ❖ *Our Teams has 15 years' experience in operating similar NEMT contracts for government contracts.*
 - ❖ *Experienced with covering very large catchment areas under our contracts.*
- **Safety / Quality Assurance:**
 - ❖ Capital Transit has a dedicated Safety / Quality Assurance team that focuses solely on ensuring that the Company's safety and Quality Assurance policies and program are being executed properly by Capital Transits employees and its transportation providers.
- **Dispatch:**
 - ❖ We believe proper scheduling and dispatching is our greatest strength. We bring the highest quality of service by closely monitoring each and every ride in real-time.
- **Safety**
 - ❖ Capital Transit has an extensive safety and training program for drivers.

- **Management:** Our management team is well educated and versatile with years of hands-on experience in a variety of service areas meeting a wide range of customer needs. We are well versed in ambulatory and wheelchair bound persons; young men and women to people of advanced age. Besides having a wide range of mobility issues, this population also presents with a variety of mental health needs, as well.
- **Dedicated fleet:** We will not use these providers/ vehicles for any other customer/ client. These transportation providers will be solely designated for County of Warren.
- **Feedback surveys:** We conduct formal feedback surveys via phone from riders on a daily basis. Each day we call and gain feedback from some riders we transported that day.

History

Capital Transit was formed in 2011 and provides NEMT and shuttle transportation services to government agencies and private entities.

President, **Shiraz Mir** has 20 years of experience in the industry, managing various NEMT government contracts. He completed his undergraduate studies at the University of California, Davis and Masters in Business Administration (MBA) from the University of Santa Clara.

Timeliness

Our teams track record shows we have consistently performed above 95% on-time performance. We believe proper dispatching, scheduling, communication and management of transportation providers is the key to on-time performance.

We assure the County of Warren that Capital Transit will bring the highest quality of service and highest standard of on-time performance and customer service.

Financial Stability

Capital Transit is financially well positioned to start this contract and maintain cashflows. We understand that Warren County pays within 60 days of receipt of invoice. Our confidential financial statements will be provided to the County upon request.

Technical Approach

Approach: Capital Transit will be the prime contractor and provide all NEMT services for County of Warren. Capital Transit will begin its operations for the County of Warren by building and maintaining a robust network of transportation providers (subcontractors) which is sufficient in size, scope, and geographic dispersion to meet the needs of County. This allows us to put as many vehicles on the road as needed at any given time and results in better on-time performance and customer experience. Other companies normally have a limited fleet of their own and this caps their capacity.

Capital Transit will have as many vehicles as needed at any given time. We have used this model to solve the long-standing transportation issues for our other NEMT clients. We encourage the County of Warren to speak to our other NEMT clients to learn how we solved their transportation needs. No vehicles will be more than 8 years old. The number of vehicles will depend on the need of the County, however we expect that around 7 vehicles will satisfy the need. The day to day dispatch will be handled by our office in Virginia.

Benefits of our brokerage model for the County of Warren:

- *One stop-shop for the County:* Capital Transit will be the prime contract and provide all NEMT transports for County, ensuring quality and safety for each and every ride.
- *Other call center services:* We can provide other services such as client eligibility.
- *Flexibility to accommodate a high number of trips:* More vehicles available to accommodate high number of trips or varying demand levels. This is especially crucial if there are a large number of trips during the same time window of the day.
- *Better On-Time performance:* More vehicles and transportation providers result in better on-time performance and quick pickups for non-scheduled trips. Further improving patient satisfaction.
- *Twice the oversight:* This approach provides double management and oversight. The subcontractor/ Transportation Provider manage their own performance. Capital Transit provides an additional layer of management and oversight to ensure timely and safe transportation is provided for each and every ride and accuracy of reporting.
- *Highest quality and safety:* We work with transportation providers and develop them to implement the best policy and procedures to ensure quality and safe transportation for every ride.
- *Cover large catchment area:* By having subcontractors/ transportation providers in different areas we are able to provide timely services over a large catchment area and for out of county transports. Our team has experience covering 20+ counties under each contract.
- *Reduced risk:* The risk contingencies such as labor strike is reduced. For example, if one subcontractor has a labor strike then Capital Transit can divert those rides to another subcontractor.

Customer Service and Integrity - our Core Values

As evidenced by our mission statement, Capital Transit places the highest importance on passenger safety and customer service. Our management team strives to be the "Best Service Provider" and promotes a culture of safety and excellence. We believe that customer service is not just a department, but the responsibility of every employee. The office staff and transportation providers of Capital Transit are trained for sensitivity and disability awareness while providing the highest level of customer service. We include a passenger feedback loop where all passengers are able to provide input on our services. We use their feedback to influence changes to our customer support policies. Analyzing survey results effectively allows us to integrate customer ratings and comments so that we may provide the best possible passenger experience. We believe that by creating and maintaining a customer feedback loop we not only can produce more satisfied passengers, but also improve employee morale and work force retention.

Client feedback is important. We want to ensure that clients have the opportunity to communicate as easily as they see fit. An effective communication effort from the client may be in all forms: social media, email, text, phone, letter, etc. Our organization will have tool and resource in place to track these inquiries/concerns and assign it to appropriate parties to handle. All customer input information should be addressed in a timely manner and follow up should be provided to the customer within 48 hours.

Integrity and ethics are also core values of our company. Capital Transit and all its owners are known in the industry for dealing with all partners honestly, fairly, and with respect.

Dispatch Center

1. Capital Transit will establish a Quality Management Committee (QMC), the membership of which will include Capital Transit's General Manager, Directors of Operations, Provider Liaison and Capital Transit's Quality Assurance Manager. All meetings shall require a quorum be present prior to conducting business. Meeting will be held at least quarterly, with agendas provided to all members at least 2 weeks in advance. During the first 6 months of the service, meetings may be held as often as monthly to support speedy resolution to any start-up issues which may present themselves.
2. Capital Transit stands ready to support the County of Warren with any inquiries and will provide timely response to any request for assistance.
3. Our Technology includes:
 - a. Telephone and Fax
 - b. Scheduling and Dispatching Software ZOLL
4. **Dispatch office and service**

Our Call Center will have minimum coverage from 8:00am to 5:00pm M-F and transportation services will be provided minimum from 5:00am to 8:00pm Monday through Saturday. All calls will be answered by the 3rd ring and no caller will be kept on hold longer than 90 seconds.

Staff audits

- System reports by each call center staff
- Live call monitoring will be conducted on 2 calls per dispatching staff per month

5. Schedule and Assign Trips

- a. Trips can be scheduled via phone email fax during hours mentioned above .

Scheduling: Zoll features pertaining to scheduling:

- a. Scheduling and/or dispatching of trips
- b. Database management and record-keeping.
- c. Provision of training to drivers on service delivery requirements and sensitivity to client needs. Driver training records and renewals are tracked.
- d. Follow-up and resolution of any complaints or concerns regarding service

Zoll allows us more control over the trip information, personal profiles and monitoring past and upcoming trips.

Call Center Performance Standards

- Capital Transit will run daily reports to ensure highest quality service and ensure we consistently meet and exceed contract requirements.

Policies and Procedures

Emergency preparedness/ Contingency Plan

We will have an Emergency Preparedness Committee – these individuals will have a monthly meeting to go over best practices in case of a major disruption and how to handle it.

Our system is backed-up, in case of a disaster in the area our backup call center will resume operations without a delay. Our office in Sacramento, CA and Charlottesville, VA are both equipped to manage transportation without a delay.

Extreme Weather

In extreme weather we make every effort to continue providing services especially for patients who have critical treatments such as dialysis and radiation.

- a. We will have snow removal and roll-out procedures. Holding staff and providers accountable for successful and smooth start-ups during snow storms.
- b. We have a responsibility of ensuring service is on the road. If the government declares a state of emergency and states that ALL vehicles are to be off the road – we will ensure that all our passengers have been brought home safely before we close our doors. No passengers are to be abandoned.

Scheduled Trip(s): Trips scheduled by 3:00 pm the prior business day. Scheduled Trips are trips requested in advance by a schedule, telephone, encrypted email, or fax; and are requested before 3:00 pm on the prior day. The contractor shall pickup the passenger within 15 of scheduled pick-up time and within 1 hour of notification for the return trip.

- The dispatcher/ office will accept the call through phone/ fax/ email.
- The request will be noted in the system immediately with the following details:
 - 1. Mode of transportation required such as wheelchair or ambulatory

2. Required date & time.
 3. Name of beneficiary.
 4. Pick-up & delivery point.
 5. One way or Return trip.
 6. Special instructions, if any, such as need for oxygen.
 7. Type of equipment required.
- All calls received under this category will be accepted for the time & date requested. Any exception will be negotiated.
 - In case of delay in pick-up time of more than 15 minutes, the County staff will be informed.

Unscheduled and Will-call Return Trips: Unscheduled Trips are those trips required on an as-needed basis where advance notice is not given. An unscheduled trip is any trip in which the service is requested for the same day. Response time is within 1 hour of notification.

- The dispatcher/ office will accept the call through phone/ fax/ email.
 - The office confirms the receipt of fax to the County
 - The following details will be needed
 1. Mode of transportation required.
 2. Required date & time.
 3. Name of beneficiary.
 4. Pick-up & delivery point.
 5. One way or Return trip.
 6. Special instructions, if any.
 7. Type of equipment required.
- All calls received under this category will be accepted for ASAP pickup unless otherwise stated.
 - In case of delay in pick-up time of more than 15 minutes, the County staff will be informed.

On-time performance

Capital Transit will maintain minimum 95%

Response Time

Timeliness report will be submitted to the County for each month. The report shall be submitted by the 10th day after the end of the month.

Scheduled Trips are trips requested in advance by a schedule, telephone, encrypted email, or fax; requested before 3:30 pm on the prior day. The contractor has a 15 minute window to pick-up.

Unscheduled Trips are those trips required on an as-needed basis where advance notice is not given. An unscheduled trip is any trip in which the service is requested for the same day. Response time is within sixty-five (60) minutes of notification of need.

Trip accuracy

Structured scripts and confirmations are a solid process for efficient reservations. Nothing is more frustrating than going through the process with an organization only to hear that they made a

mistake with the information that you provided. Developing rigorous training material and confirmation practices, this helps eliminate those instances.

We will have a structured script and training process. When a rider provides information via phone or online the representative will provide a clear confirmation on what is being put into the system. It is important to ensure all information is up to date with the riders.

Shortages and Equipment failure

In the case of breakdowns or accidents, passengers can be transferred to other vehicles in the area. Dispatchers having an overview of the routes and operation as a whole, are able to make sound judgements to transfer trips to perform timely deliveries.

Appropriate staff levels will be maintained during peak times, non-peak times, weekend. This goes back to analyzing the data and seeing where the need is. Dependent on the number of trips, and the number of vehicles needed to provide those trips on an hourly basis – having the appropriate number of vehicles, dispatchers is needed. Having operations managers overseeing these times is also important.

Daily Call Center Operations Management

Proper training and understanding within the scheduling and dispatching department. The scheduling and dispatching department is a key piece in running a successful operation. Scheduling staff monitors all rides within the scheduling software to ensure all our passengers are being picked up and dropped off in a timely manner. By analyzing how many runs per day and per hour we will manage the service and meet and exceed performance standards.

Reports, KPIs, and daily operation's reports. Analyzing trends and what occurs each day allows us to make adjustments to turn a negative trend into a positive one. Seeing a specific time of the day hurting the OTP, this will cause for some action plans such as proper staffing, reducing system speed, reviewing load & unload times, dwell times, and analyzing the number of trips on each vehicle to see if the load can be distributed more efficiently.

The boarding trends are reviewed and studied for major locations. We take this data into consideration when using a certain type of vehicle at major locations.

Back up vehicles

Each day there will be backup providers who will be used in case there is an issue. NEMT is a flexible system in which trips can be moved and optimized based on cancellations on live-day that may allow a normally tight schedule to free up and to allow for additional trips. This allows the operation as a whole to ensure that service is covered throughout the day.

Backup provider is used in case of a driver being pulled out of service, for driver calling out sick, or to take over routes for any situation.

Incident Policy

All incidents shall be verbally reported to the County within 30 minutes. Within 24 hours a written and complete incident report will be submitted to the County.

A proper investigation/Interview with the operator will be conducted. A determination of preventability arises, using the current training manual, policies and procedures manual, state driving law, Smith System Defensive Driving curriculum, and Passenger Assistance Technique. Retraining on any of these curriculums, policies or procedures occurs prior to an operator being released back to revenue service. All preventable incidents can lead to progressive discipline up to

and including termination. Repeated Incidents of the same nature can have immediate escalated consequences.

Non-Preventative incidents can also require training and or create new procedures or policies to be placed into practice.

All dispatchers take incoming radio communication with drivers, when there is a reported emergency, they use a checklist to direct the driver. The dispatcher taking this call now becomes the dispatch incident command. This allows dispatchers of other routes to go on without disruption, this also gives the route in distress a direct communication with dispatch. Please see unit 8 of the training Manuel.

Handling of Customer Complaint

- Any complaint received verbally or in writing is logged in the log book
- The Operations Manager attempts to resolve the complaint and ensure customer satisfaction.
- The complaints that could not be resolved are referred to the General Manager of the company.
- The complainant receives a response from the GM within 24 hours and the complaint gets resolved.
- All complaints major are reviewed by the President.
- All complaints are fully investigated and measures are taken to avoid any future reoccurrence. The investigation is conducted by Operations Manager with help of Safety and Training Manager.
- The employee involved is retrained and disciplined.

Personal Belongings

Patients may bring a reasonable amount of equipment, such as any wheelchair, electric cart or prosthetic devices, consumable medical supplies, and suitcases that can be safely secure during transport.

Startup Plan

With our teams 15 years of experience in providing non-emergency medical transportation for multiple government contracts, we are well positioned to provide superior services. We will assume services within 45 days of contract.

Staffing

A. Call Center/ Operations Staff

Position	Number of full-time employees
Director/ General Manager	0.3
Operations Manager	0.3
Dispatchers/ Customer Service Reps (CSRs)	0.5
Accounting clerk	0.1
Subcontractor Liaison/ Compliance Auditor	0.2
Accounting Manager	0.1
Customer Service – Shelly Hawkins	0.2
Safety and Training Manager- Maria Edwards	0.2
Total Staff	2
Subcontractors companies	3
Vehicles	7

Position Descriptions

General Manager – Sheharyar Mir

Reports to the President

- Maintain client contact routinely to meet or exceed expectations.
- Identify, select, train and mentor location staff.
- Conduct periodic departmental audits.
- Daily, weekly and monthly review of key operational metrics.
- Ensure that all location financial metrics are managed continuously,
- Manage customer relations through both direct contact and outreach programs.
- Ensures fleet availability
- Oversee safety and training programs
- Implement, promote and adhere to company policies and procedures.
- Participate in locations labor and provider relations activities.
- Manage location budget.

Percent of time on assigned to contract: 30%

Experienced with startups: Yes

Operations Manager -Rakesh Prasad

Reports to the General Manager

- The Operations Manager provides oversight to the day to day operations.
- Effectively manage all call center functions.
- Identify, select, train and mentor location staff.
- Assist in overseeing safety and training programs, plans and processes to ensure
- Manage on-time performance, efficiency and driver availability.

- Manage customer relations through both direct contact and outreach programs.
- Ensure compliance with company, contract and regulatory requirements.
- Contributes to maintain the safety of the division.
- Maintain client contact routinely to meet or exceed expectations.
- Assist with conducting periodic departmental audits.
- Daily, weekly and monthly review of key operational metrics.
- Implement, promote and adhere to company policies and procedures.

Percent of time on assigned to contract: 100%

Experienced with startups: Yes

Provider Liaisons/ Safety and Training Manager: Maria Edwards
Reports to President

- Provider Liaison works directly with all network transportation providers to ensure they understand and meet all requirements.
- She assist with certification, credentialing and training of the providers.
- She will conduct random checks on vehicles and driver files.
- Also will conduct monthly meetings with providers to address any performance issues.

Percent of time on assigned to contract: 20%

Experienced with startups: Yes

Dispatchers
Reports to Operations Manager

- They take incoming calls, eligibility, schedule, dispatch and provide excellent customer service.
- Sara has extensive experience as a Dispatcher for various NEMT contracts.

Percent of time on assigned to contract: 100%

Experienced with startups: Yes

Customer Service and Sensitivity Trainer – Shelley Hawkins
Reports to Operations Manager

- Provides training on customer service, sensitivity and disability awareness

Staff Qualifications and Resumes attached for

Implementation Team includes by not limited to:

- Shiraz Mir- President
- Sheharyar Mir – General Manager
- Rakesh Prasad – Dispatch Manager
- Maria Edwards – Provider Liaison/ Safety and Training Manager
- Shelley Hawkins - Customer Service

Confidential and Proprietary Information

SHIRAZ MIR

President
Capital Transit

Education

- Santa Clara University, Leavey School of Business, Santa Clara, CA
Masters in Business Administration (MBA); *Finance and Marketing*

- University of California, Davis, CA
Bachelors of Science, *Managerial Economics*

Work Experience

Capital Transit, CA

November 2011 to Present

President

- Manage and look over Capital Transits offices.
- Performance monitoring, tracking, analysis, evaluation and reporting.
- Policies and procedures and contract compliance.
- Financial Management.
- Educating employees on customer service standards and safety.
- Bid evaluation and proposal development.
- Evaluate new business opportunities and implement growth strategy.
- Maintain client contact routinely to meet or exceed expectations.

SHEHARYAR MIR

Education

- University of California, Santa Barbara, CA
Bachelors of Arts, Business Accounting
- Emergency Vehicle Operating Course
- American River College, Sacramento, CA
Emergency Medical Technician (EMT) course

Work Experience

Capital Transit, Charlottesville, VA

General Manager

- Maintain client contact routinely to meet or exceed expectations.
- Identify, select, train and mentor location staff.
- Conduct periodic departmental audits.
- Daily, weekly and monthly review of key operational metrics.
- Ensure that all location financial metrics are managed continuously,
- Ensures fleet availability
- Implement, promote and adhere to company policies and procedures.

California Ambulance, Martinez, CA

April 2011 – 2017

Basic Life Support (BLS) Ambulance Company

Project Manager

- Started operations of this company in Martinez, CA
- Manage daily operations and employees
- Hired EMTs and trained them according to company's policies and procedures
- Daily receive calls, including emergency (code 3) calls and dispatched EMT's
- Served the County Hospital in Martinez, CA
- Authored policy and procedures for the operations

Laurels Medical Services DBA Chariot, Martinez, CA

January 2009 - 2016

Director/ Head of Operations

- Directly monitored service quality
- Started operations of Chariot's office in Martinez, CA
- Hired and trained Operations Managers and dispatchers
- Manage office manager and dispatchers
- Bid evaluation and proposal development
- Authored policy and procedures for the Martinez division
- Ensure compliance with policy and procedures

Laurels Medical Services DBA Chariot, Sacramento, CA

Nov 2002 - February 2008

Dispatcher/ Office Manager

- Schedule and dispatch drivers
- Hired, trained and managed drivers and subcontractors
- Managed daily operations and drivers
- Overlook vehicle maintenance

Advanced Equities Inc, San Francisco, CA

February 2008 – December 2008

Late Stage Venture Capital Bank, Investment Associate

Rakesh Prasad
5370 Jacinto Ave, Sacramento CA 95823
Operations Manager

Call Center Operations Manager

December 2015- November 2017

Chariot

Cabualnce, NMT and NEMT transportation company

- Manage NMT and NEMT call center operations for various contracts across 3 states.
- Provide oversight to scheduling and dispatching
- Manage all subcontractors according to company policy and procedures
- Responsible to OTP of 95%
- Responsible for efficiency
- Manage the company budget
- Responsible for all reporting

Operations Manager

January 2008 – December 2015

NCCI, West Sacramento, CA

Courier company

- Manage all drivers and a team of dispatchers
- Responsible for all reporting and billing
- Create routes and update routes in real-time to maximize efficient
- Responsible for meeting all performance metrics

Maria Edwards

Safety and Training Manager
Capital Transit

Work Experience

Capital Transit

2011 to Present

Safety and Training instructor

- Look over and manage Safety and Training Program.
- Train all drivers of the company.
- Training includes patient assistance and securement and patient sensitivity.
- Provide defensive driving training to all drivers both in-class and behind the wheel.
- Work directly with Operations Manager and Safety and Field Supervisor.
- Evaluate driver skills.
- Ensure driver compliance with policy and procedures.
- Conduct driver safety meetings and retrain all drivers every 3 months on passenger assistance and securement.

Solid Ground Transportation, Seattle, WA

January 2004 to November 2011

Safety and Training Supervisor

- Serving a contract with King County Metro Accessible services for Paratransit Services.
- Looked over the Safety and Training Program.
- Responsible for training and maintain approximately 130 Paratransit drivers.
- Provided training for defensive driving.
- Provided training on assistance and securement for handicapped and disabled population.

Puget Sound Educational Service District

January 2000 to June 2003

School Bus Driver Trainer

- Trained all the school bus drivers.
- Training included driving, student assistance and securement.

Highline School District

October 1996 to January 2000

School Bus Driver Trainer

- Trained all the school bus drivers.
- Training included driving, student assistance and securement.

Education and Certifications include

- 1999 Graduate of Pupil Transportation Management
- 1999 Washington State OSPI Driver Trainer
- 2000 Child Occupant Securement Trainer
- 2004 Passenger Assistance and Sensitivity Trainer with Metro Accessible Services
- 2006 Smith System Defensive Driving Trainer
- 2006 Q'Straint Securement and Occupant Trainer
- 2006 Medic One Pediatric First Aid and CPR Trainer



Progressive Mobility Services Incorporated
211 Pine Street, Suite 701
Seattle, WA 98101

Work History

Shelley L. Hawkins

2001 to present: President / CEO Progressive Mobility Services, Inc.; An ADA consulting firm focusing on the area of transportation for special needs passengers. Providing PASS certified training to paratransit drivers. Providing training to dispatches, call takers and schedulers in both King and Snohomish Counties. Customers include: First Transit, Senlor Services of Snohomish County and Washington State Transit Insurance Pool.

1995 to 2000: President/ CEO Pacific Mobility, Inc; A maintenance facility and ADA consulting firm focusing in the area of specialized transportation. This firm sold and serviced small buses as well as providing consulting services in the area of ADA compliance.

1991: Researcher/ Analyst Division of Vocational Rehabilitation; Compiled and studied data related to the Department of Social and Health Services' inner - agency "Disabilities Initiative". This initiative was an assessment of the agency's response to the needs of its disabled employees. Presented findings to the Governor's Committee on Disability Issues and Employment.

1991: Legislative Aide; Senator Tim Erwin Responsible for tracking the progress of pieces of legislation. Prepared the Senator for committee meetings and created correspondence to constituents.

Education

Bachelor's of Arts Degree: Seattle Pacific University.

Associate's of Arts Degree: Bellevue Community College; Student Body President, Vice President of Communication and Student At Large of the Tenure Committee.

Phone Line (206) 255-8937

Fax Line (206) 264 - 1492

Corporate References/ Experience

Customer Account	Contact Information	Organization Name and address	Context (list work performed and what information organization can provide)
Contract I.D. #:1000010625 Laguna Honda Hospital Contact Name: Sheri Lee Title: Admissions/ Eligibility Manager	Email: sheri.lee@sfdph.org Phone: (415) 682-5686 Fax: (415) 327-9221	County of San Francisco Department of Public Health	NEMT brokerage contract.
Zuckerberg San Francisco General Hospital Contact name: Glen McClintock Title: Director Social Services	Email: Glen.mcclintock@sfsph.org Phone: (415) 206-3358 Fax: (415) 206-8470	County of San Francisco Department of Public Health	NEMT brokerage contract.
Name: Melissa Curtis Title: Contract Specialist	Email: melcurtis@rivco.org Phone: (951) 955-9750	County of Riverside	Bus brokerage contract. Using subcontractors

ORGANIZATIONAL INFORMATION SHEET

Proposer Name: Capital Transit
Address: 187 Dnieper River way Sacramento CA 95834
Person (Name & Title) Authorized to Represent the Proposer: Shiraz Mir - President
Phone Number: (916) 470-0476
E-mail Address: Shirazmir916@gmail.com
Proposed Number of One-Way Trips (capacity for Medicaid-covered trips): Propose doing all trips or 4666 trips
Total Funds Requested: \$ 350,000.00 (Unit cost from budget sheet multiplied by proposed number of one-way trips) $\$75 \times 4666 = \$350,000.00$
Organization status: <input type="checkbox"/> Public Non-Profit <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Private Non-Profit <input checked="" type="checkbox"/> Private For-Profit <input type="checkbox"/> Government <input type="checkbox"/> Other _____
Number of Years in Operation:

Warren County Job and Family Services
Request for Proposals (RFP) SFY's 2019-2021
Non-Emergency Transportation Services (NET)

Tax, Tax Exempt, or Non-Profit ID number: 80D768616
Name and Signature of Person Authorized to bind the organization to all commitments made in the proposal: Name: <u>Shiraz Mir</u> Signature: <u>Shiraz Mir</u> Date: <u>5/21/2019</u>

VENDOR CONDITIONS/REQUIREMENTS

In submitting this proposal, the vendor agrees to the following conditions and requirements of the request for proposal and any subsequent contracts awarded as a result of the same:

1. Proposers are to follow the guidelines contained in this document when preparing their response to the proposal.
2. All proposals submitted will be subject to the following procedures:
 - a) Proposals that fully comply with the RFP will be reviewed by WCDJFS management.
 - b) Proposers will be notified in writing of approval or denial of their proposals.
 - c) Proposers who are approved for funding must enter into a formal contract for services.
 - d) Budget/contract negotiations will be conducted by WCDJFS management.
 - e) All contracts for services must be approved by the Board of County Commissioners for final approval.
 - f) When determined in the best interest of WCDJFS, contracts will be awarded to proposers whose proposal is most advantageous to WCDJFS. While price is always a factor, it may not be the controlling or most significant factor. The proposer that is awarded a contract must be responsive to the RFP and must also be judged responsible.
3. The RFP does not commit the WCDJFS to award a contract, to pay cost incurred in the preparation of a proposal, or to procure or contract for services prior to issuance of a signed contract. WCDJFS reserves the right to accept or reject any or all proposals received, to negotiate services and costs with proposers, and to cancel in part or in entirety this RFP. WCDJFS reserves the right to reject any proposal in which the proposer takes exception to the terms and conditions of the request for proposals; fails to meet the terms and conditions of the request for proposals, including but not limited to the standards, specifications, and requirements specified in the request for proposals; or submits prices that WCDJFS considers to be excessive, compared to existing market conditions, or determines exceed the available funds of the contracting authority. Funding levels are subject to change. Each proposal will be reviewed with respect to price, administrative program capabilities, and conformance to the RFP criteria.
4. The contents of proposals submitted by successful proposers will become part of the awarded contract, and funding will be contingent upon their agreement to the provisions included herein and the formal contract.
5. Any printed or media material related to services under this agreement shall recognize the WCDJFS as the funding source and shall be cleared with WCDJFS prior to release.

VENDOR CONDITIONS/REQUIREMENTS

6. Any expenditures or services which exceed the amount agreed upon are the vendor's sole responsibility and shall not entitle the vendor to additional payments or benefits under the contract.
7. If expenditures or services are determined disallowed after payment has occurred, the vendor shall repay the amount of the disallowance within 30 calendar days from the date of notice, or on a written alternative schedule determined by the WCDJFS. If the vendor violates or permits violation of contract terms or conditions, the vendor shall repay to the WCDJFS the amount of funds directly related to the violation. Any audit findings/exceptions for disallowed costs as a result of any internal or external audit shall be the financial responsibility of the vendor.
8. The vendor shall include a copy of the most recently completed audit with this RFP.

Shirley Mir

Authorized Representative's Signature

5/21/2019

Date

MANAGEMENT ASSURANCES

The WCDJFS will enter into contracts only with organizations which provide reasonable assurance in their applications that they are capable of managing, operating, monitoring, and reporting according to federal and state guidelines, and standards of usual and customary business practices. This shall include:

1. Sufficient capability to operate the program.
2. Making available for review and monitoring the names and qualifications of their officers, directors, and managing personnel who have operational or fiscal responsibilities for the contracted services.
3. Assurance that internal policies meet state and federal guidelines regarding EEO and provide for fair and reasonable employment practices.
4. Assurance that no person with the responsibility in the operation of the program will discriminate with respect to any participant or applicant because of race, creed, color, national origin, sex, political affiliation, age, belief, disability, or genetic information.
5. Assurance that internal policies prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
6. Assurance that appropriate standards for health and safety in work and training situations will be maintained.
7. Assurance that the WCDJFS may not be held responsible for payment of funds if some of those same funds have not been received by the State.
8. All reports, brochures, literature, and pamphlets developed through this contract will acknowledge WCDJFS and its role as the funding source.
9. Assurance that the vendor recognizes its responsibility for and agrees to assume full financial liability for any subsequent questioned or disallowed cost.
10. Assurance that the vendor will provide Worker's Compensation for injuries which may be suffered by participants.
11. Assurance that the vendor has sufficient income from non-NET sources or an agency cash reserve to provide a minimum of 60 days cash flow, as this is a cost-reimbursement vendor contract.
12. Assurance that the vendor has read the Terms and Conditions in this RFP and agrees to comply with them in their entirety.

Warren County Job and Family Services
Request for Proposals (RFP) SFY's 2019-2021
Non-Emergency Transportation Services (NET)

MANAGEMENT ASSURANCES

The authorized representative must assure and certify that he possesses the legal authority to enter into a contract.

Shirley Mir

Authorized Representative's Signature

5/21/2019

Date

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION

The vendor certifies the following:

- 1) The prospective recipient of Federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- 2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Shiraz Mir - President

Printed Name & Title of Signatory Authority for Proposing Agency

Shiraz Mir

Signature

5/21/2019

Date

VENDOR CODE OF CONDUCT

Maintaining the integrity of public procurement is crucial in preventing fraud and abuse of public funds. No contractor, individual, company or organization seeking a contract or seeking to sell goods or services to WCDJFS will promise or give to any agency officer, employee or agent anything of value, including employment or promise of employment within the scope of his or her job duties. No contractor or individual, company or organization seeking a contract or grant or seeking to sell goods or services to WCDJFS will ask an officer, employee or agent of the agency to violate any of the code of standards of conduct requirements. Contractors acting on behalf of WCDJFS will refrain from activities which could result in violations of this rule.

All WCDJFS contracts shall contain provisions requiring the contractor to refrain from promising or giving to any agency officer, employee, or agent anything of value that is of such a character as to manifest a substantial and improper influence upon the officer, employee, or agent with respect to the officer's, employee's, or agent's duties, to agree that it will not solicit agency officers, employees, or agents to violate the agency's code of standards of conduct, all provisions in 2 C.F.R. 200.318, 2 C.F.R. 400.2(b), 29 C.F.R. 97.36(b)(3), 45 C.F.R. 75.327(c), or Chapter 102 and Sections 187.01, 2921.42, and 2921.43 of the Revised Code and to refrain from conflicts of interest, whether direct or indirect.

All contracts of the WCDJFS shall include a certification by the contractor that it is in compliance with and will maintain compliance with the requirements listed in the paragraph above. The contractor will promptly notify the WCDJFS of any newly arising conflicts of interest or potential violations of state ethics laws.

Contractors in violation of these laws may be prosecuted for criminal violations. Any contract who violates the requirements of this code of conduct or related C.F.R. and Revised Code is subject to having the related contract terminated or having the WCDJFS refuse to enter into a contract along with penalties and sanctions.

I have read the above information and understand that I am subject to this policy and law. I confirm to the best of my knowledge and belief that I am in compliance with this policy and law and that no conflict of interest exists, as defined within this information, except for the following matters:

None

I hereby acknowledge that a potential conflict of interest could arise as a result of my position.

Description:

Name & Title: Shiraz Mir - President

Signature: Shiraz Mir

Date: 5/21/2019

TRANSPORTATION BUDGET INFORMATION SUMMARY*

3. Direct Service Training	\$ _____
4. Fuel Costs	\$ _____
5. Fleet Maintenance Costs	\$ _____
6. Vehicle Insurance	\$ _____
7. Other _____	\$ _____

Total Direct Services Costs \$ _____

TOTAL TRANSPORTATION BUDGET: \$ 350,000.00

Total annual one-way trips: 4666

Exhibit G

Warren County Department of Human Services

416 S. East Street • Lebanon, Ohio 45036

County Commissioners

Tom Grossmann • Shannon Jones • David G. Young

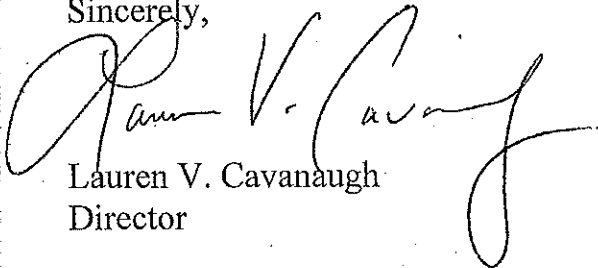
June 25, 2019

Shiraz Mir, President
Capital Transit
187 Dnieper River Way
Sacramento, CA 95834

Dear Mr. Mir,

Thank you for submitting your proposal in response to our RFP for Non-Emergency Transportation Services. After reviewing the proposals submitted we have selected another vendor to offer those services effective July 1, 2019 to June 30, 2021. If you have any questions, please feel free to contact me.

Sincerely,



Lauren V. Cavanaugh
Director

Resolution

Number 19-0866

Adopted Date July 09, 2019

APPROVE AND AUTHORIZE THE PRESIDENT OF THIS BOARD TO SIGN A SUBGRANT AWARD AGREEMENT ON BEHALF OF THE GREATER WARREN COUNTY DRUG TASK FORCE

BE IT RESOLVED, to approve and authorize the President of this Board to sign a Subgrant Award Agreement, Subgrant Number 2018-DL-LEF-5827, on behalf of the Greater Warren County Drug Task Force in accordance with the provisions of the Ohio Drug Law Enforcement Fund (DLEF), as set forth by the Ohio Office of Criminal Justice Services (OCJS), the duly authorized State Agency, as attached hereto and made a part hereof; and

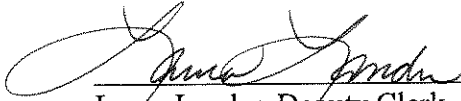
BE IT FURTHER RESOLVED, in the event funding is not available from State of Ohio Office of Criminal Justice Services, the Warren County Board of Commissioners has no further obligation to fund this project.

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

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

Resolution adopted this 9th day of July 2019.

BOARD OF COUNTY COMMISSIONERS



Laura Lander, Deputy Clerk

sm/

cc: c/a – Ohio Office of Criminal Justice Services
OGA
W.C. Drug Task Force (file)
OCJS
Auditor's Office



**OHIO DEPARTMENT
OF PUBLIC SAFETY**
SAFETY • SERVICE • PROTECTION

- Bureau of Motor Vehicles
- Emergency Management Agency
- Emergency Medical Services
- Office of Criminal Justice Services
- Ohio Homeland Security
- Ohio State Highway Patrol



Mike DeWine, Governor
Thomas J. Stickerath, Director
Karlton F. Moore
Executive Director

Office of Criminal Justice Services

1970 West Broad Street
P.O. Box 182632
Columbus, Ohio 43218-2632
(614) 466-7782
www.ocjs.ohio.gov

SUBGRANT AWARD AGREEMENT

Subgrant Number: 2018-DL-LEF-5827

Title: Greater Warren County Drug Task Force

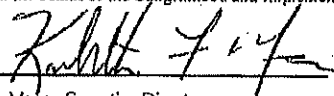
In accordance with the provisions of the Ohio Drug Law Enforcement Fund (DLEF) as enacted by the 127th General Assembly of Ohio in House Bill 562 on September 23, 2008 and as set forth in Ohio Revised Code Section 5502.68 Ohio Drug Law Enforcement Application 2018, the Ohio Office of Criminal Justice Services, as the duly authorized State Agency, hereby approves the project application submitted as complying with requirements of the Agency for the fiscal year indicated in the subgrant number above and awards to the foregoing Subgrantee a Subgrant as follows:

Subgrantee:	Warren County Commissioners		
Implementing Agency:	Warren County Drug Task Force		
Award Periods:	07/01/2019 to 06/30/2020		
Closeout Deadline:	08/29/2020		
Award Amounts:	OCJS Funds:	\$125,151.84	75%
	Cash Match:	\$41,717.28	25%
	InKind Match:	\$0.00	
	Project Total:	\$166,869.12	100%

The terms set forth in the 'Responsibility for Claims' section of the OCJS Standard Federal Subgrant Conditions Handbook are subject to Ohio law, including section 3345.15 of the Ohio Revised Code and the Ohio Constitution. As a result, those terms may not apply to subgrant recipients who are political subdivisions of the state, and do not apply to state instrumentalities.

This Subgrant is subject to the statements as set forth in the approved Programmatic and Budget Application submitted and approved revisions thereto, as well as the OCJS Standard Federal Subgrant Conditions and Special Conditions to this Subgrant, which are attached hereto and hereby included by reference herein. The Subgrant is also bound by all applicable federal guidelines, as referenced in the Standard Conditions. Revisions to this Subgrant Award Agreement must be approved in writing by OCJS.

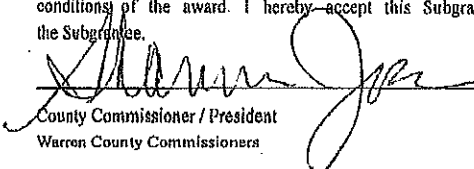
The Subgrant shall become effective as of the award date, for the period indicated, upon return to OCJS of this Subgrant Award Agreement executed on the behalf of the Subgrantee's and Implementing Agency's authorized official in the space provided below.


Karlton F. Moore, Executive Director
Ohio Office of Criminal Justice Services

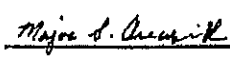
6/13/19
Award Date

The Subgrantee agrees to serve as the official subrecipient of the award, agrees to provide the required match as indicated above, and assumes overall responsibility for compliance with the terms and conditions of the award. I hereby accept this Subgrant on behalf of the Subgrantee.

The Implementing Agency agrees to comply with the terms and conditions of the award. I hereby accept this Subgrant on behalf of the Implementing Agency.

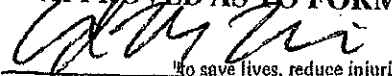

County Commissioner / President
Warren County Commissioners

7/9/19
Date


Major / Commander
Warren County Drug Task Force

7/1/19
Date

APPROVED AS TO FORM


Adam M. Nice
Asst. Prosecuting Attorney

Mission Statement

To save lives, reduce injuries and economic loss, to administer Ohio's motor vehicle laws and to preserve the safety and well

being of all citizens with the most cost-effective and service-oriented methods available."

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 19-0867

Adopted Date July 09, 2019

AUTHORIZE PRESIDENT OF THE BOARD TO SIGN AN OHIO PUBLIC WORKS COMMISSION (ISSUE 2) PROJECT AGREEMENT ON BEHALF OF THE WARREN COUNTY ENGINEER

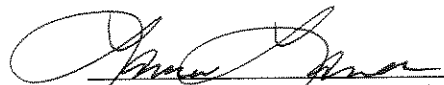
BE IT RESOLVED, to authorize the President of the Board to sign an Ohio Public Works Commission (Issue 2) project agreement for the Socialville-Fosters Road Bridge #32-5.14 Rehabilitation Project on behalf of the Warren County Engineer; copy of said agreement attached hereto and made a part hereof.

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

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

Resolution adopted this 9th day of July 2019.

BOARD OF COUNTY COMMISSIONERS



Laura Lander, Deputy Clerk

cc: c/a—Ohio Public Works Commission
Engineer (file)
Issue 2 file

Ohio Public Works Commission

PROJECT GRANT AGREEMENT

STATE CAPITAL IMPROVEMENTS PROGRAM

Pursuant to Ohio Revised Code Chapter 164 and Ohio Administrative Code Chapter 164-1, this Project Grant Agreement (hereinafter referred to as the Agreement) is entered into 07/01/2019 by and between the State of Ohio, acting by and through the Director of the Ohio Public Works Commission (hereinafter referred to as the "Director" or the "OPWC"), and **Warren County** (hereinafter referred to as the "Recipient"), in respect of the Project named **Socialville-Fosters Road Bridge #32-5.14 Rehabilitation** as described in Appendix A of this Agreement ("Project") to provide 49% of the total Project cost ("Participation Percentage"), not to exceed **Two Hundred Twenty Thousand Five Hundred Dollars (\$220,500)**, for the sole and express purpose of financing or reimbursing costs of the Project as more fully set forth in this Agreement and the Appendices attached hereto.

OPWC Project **CJ09W**

RECITALS

Pursuant to Ohio Revised Code 164.02, the Ohio General Assembly created the Ohio Public Works Commission (OPWC) to implement the policies set forth in Article VIII, of the Ohio Constitution and Chapter 164 of the Ohio Revised Code;

Pursuant to Ohio Revised Code 164.05, the Director is empowered to (i) enter into agreements with Local Subdivisions to provide loans, grants, and local debt support for Capital Improvement Projects; and (ii) authorize payments to Local Subdivisions or their Contractors for costs incurred for Capital Improvement Projects;

Ohio Revised Code Sections 164.05 and 164.06 permit a grant of funds, or other forms of financial assistance, for such a Capital Improvement Project to be expended and provided only after the District Committee has submitted a request to fund the Capital Improvement Project outlining the Recipient's planned use of the funds; and subsequent approval of the request by the Director;

The Recipient desires to engage in the Capital Improvement Project described in Appendix A of this Agreement; and

The Project has been duly recommended to the Director pursuant to Ohio Revised Code 164.06 by the District Committee of which the Recipient is a part;

In consideration of the promises and covenants herein contained, the undersigned agree as follows:

I. DEFINITIONS. The following words and terms as hereinafter used in this Agreement shall have the following meanings.

“Bond Counsel” means an attorney or firm of attorneys of nationally recognized standing on the subject of municipal bonds satisfactory to the Director.

“Business Day” means a day of the year on which banks located in Columbus, Ohio and in New York, New York are not required or authorized by law to remain closed and on which The New York Stock Exchange is not closed.

“Capital Improvement” or “Capital Improvement Project” means the acquisition, construction, reconstruction, improvement, planning and equipping of roads and bridges, appurtenances to roads and bridges to enhance the safety of animal-drawn vehicles, pedestrians, and bicycles, wastewater treatment facilities, water supply systems, solid waste disposal facilities, and storm water and sanitary collection, storage and treatment facilities including real property, interests in real property, facilities, and equipment related or incidental to those facilities.

“Chief Executive Officer” means the single office or official of the Recipient designated in Appendix A pursuant to Section V, or authorized designee as per written notification to the Director.

“Chief Fiscal Officer” means the single office or official of the Recipient designated in Appendix A pursuant to Section V, or authorized designee as per written notification to the Director.

“Code” means the Internal Revenue Code of 1986, as amended. Each reference to the Code herein shall be deemed to include the United States Treasury Regulations in effect, whether temporary or final, with respect thereto and applicable to the Infrastructure Bonds or the use of the proceeds thereof.

“Contractor” means a person who has a direct contractual relationship with the Recipient and is the manufacturer of all or a portion of the Project; or the provider of labor, materials or services in connection with the construction, reconstruction, expansion, improvement or engineering of the Project; or both.

“Cost of Capital Improvement Projects” means the costs of acquiring, constructing, reconstructing, expanding, improving and engineering Capital Improvement Projects, and related financing costs.

“District Committees” means the District Public Works Integrating Committees and the Executive Committees created pursuant to Ohio Revised Code 164.04.

“Effective Date” means the date set forth on Page One of this Agreement.

“Eligible Project Costs” means such portion of the Project costs disbursed and loaned from the OPWC to the Recipient for the sole and express purpose of acquiring, constructing, reconstructing, expanding, improving, engineering and equipping the Project, other direct expenses, and related financing costs thereto.

“Governing Body” means the board of county commissioners or a county council if a county; the legislative authority if a municipal corporation; or the board of township trustees if a township; the board of directors if a sanitary district; or the board of trustees if a regional water and sewer district.

“Local Subdivision” means any county, municipal corporation, township, sanitary district or regional water and sewer district of the State.

“Local Subdivision Contribution” means the Local Subdivision financial share used for the sole and express purpose of paying or reimbursing the costs certified to the Director under this Agreement for completion of the project.

“Participation Percentage” means the rounded percentage of the total actual Project costs that will be contributed by the OPWC, not to exceed the maximum dollar contribution of the OPWC identified in this Project Agreement, and the rounded percentage of the total actual Project costs that will be contributed by the Recipient. Both percentages are identified in Appendix B. If the total actual Project costs exceed the estimated Project costs identified in Appendix B, the Local Subdivision Participation Percentage will increase to reflect the cost overrun, while the OPWC percentage contribution will decrease recognizing that there is a maximum dollar contribution from the OPWC which is identified in this Project Agreement.

“Private Business Use” means use (directly or indirectly) in a trade or business or activity carried on by any Private Person (other than a Tax-Exempt Organization) other than use as a member of, and on the same basis as, the public.

“Private Person” means any person, firm, entity or individual who or which is other than a “governmental unit” as that term is defined in Code Section 150 and used in Code Sections 141 and 148.

“Project” means the scope of work specified in Appendix A.

“Project Manager” means the principal employee or agent of the Recipient having administrative authority over the Project designated in Appendix A pursuant to Section V, or authorized designee as per written notification to the Director.

“State” means the State of Ohio.

“Tax-Exempt Organization” means a “governmental unit,” as such term is used in Code Sections 141 and 148.

II. FINANCIAL ASSISTANCE. Subject to the terms and conditions contained herein, the Director hereby grants to the Recipient financial assistance, as established in this section, for the sole and express purpose of paying or reimbursing the eligible costs certified to the Director under this Agreement for the completion of the Project.

A. *The Grant.* The OPWC hereby agrees to provide financial assistance in the form of a grant, from the State Capital Improvements Fund, which constitutes the proceeds of the Infrastructure Bonds, in an amount not to exceed **Two Hundred Twenty Thousand Five Hundred Dollars (\$220,500)**.

B. *Joint Funded Project with the Ohio Department of Transportation.* For those projects advertised, awarded and administered by the Ohio Department of Transportation (ODOT), the Recipient and the Director hereby assign certain responsibilities to the ODOT, an authorized representative of the State of Ohio. Notwithstanding Sections V.A., V.B., and V.C. of the Project Agreement, Recipient hereby acknowledges that upon notification by the ODOT, all payments for eligible project costs will be disbursed by the Director and the OPWC directly to the ODOT. A Memorandum of Funds issued by the ODOT shall be used to certify the estimated project costs. Upon receipt of a Memorandum of Funds from the ODOT, the OPWC shall transfer funds directly to the ODOT via an Intra-State Transfer Voucher. The amount or amounts transferred shall be determined by applying the Participation Percentages defined in Appendix B to those eligible project costs within the Memorandum of Funds.

III. LOCAL SUBDIVISION CONTRIBUTION. The Recipient shall, at a minimum, contribute to the Project the Local Subdivision Participation Percentage as set forth in Appendix B of this Agreement.

IV. PROJECT SCHEDULE. Construction of the Project must begin within one year of the Effective Date of this Agreement, or this Agreement may become null and void at the sole discretion of the Director. A preliminary construction schedule is provided in Appendix A. Delays, with reason for the delay(s), must be communicated to the Director as soon as possible. The Director will review written requests for extensions and may extend the construction start date, providing that the Project can be completed within a reasonable time frame.

V. DISBURSEMENTS. All payments made by the OPWC shall be made directly to the contractor that performed the work on the Project and originated the invoice unless the Recipient requests reimbursement. The following provisions apply to Project disbursements:

A. *Project Administration Designation.* Pursuant to Ohio Administrative Code 164-1-21(B) (1-3), the Recipient shall designate its Chief Executive Officer, Chief Fiscal Officer and Project Manager in Appendix A of this Agreement. The Director and OPWC must be notified of changes in these designations in writing including the addition of designees or alternates.

B. *Disbursements to Contractors to Pay Costs of the Project.* The Recipient shall submit to the Director a Disbursement Request, a form of which is attached, together with the information and certifications required by this section, unless otherwise approved by the Director. The dollar amount set forth in the Disbursement Request shall be calculated based on the Participation Percentage set forth on Page One of this Agreement or as amended, to account for changed conditions in the Project financing scheme. If all requirements for disbursement set forth herein are deemed by the Director to be accurate and completed, the Director shall initiate a voucher in accordance with applicable State requirements for the payment of the amount set forth in the

Disbursement Request. Upon receipt of a warrant from the Office of Budget and Management, Ohio Shared Services, drawn in connection with the voucher, the Director shall forward the warrant by regular first class United States mail or electronic funds transfer, to the contractor or other authorized recipient designated in the Disbursement Request.

Prior to any disbursement from the Fund, the following documents shall be submitted to the Director by the Recipient:

1. An invoice submitted to the Recipient by the Contractor documenting work performed or materials or labor supplied;
2. If the request is for disbursement to the Recipient, proof of payment of the invoice such as check, warrant, or other evidence satisfactory to the Director that payment of such sums has been made by the Recipient in connection with the portion of the Project for which payment is requested;
3. A Disbursement Request Form properly certified by the Project Manager, Chief Fiscal Officer and the Chief Executive Officer; and
4. Such other certificates, documents and other information as the Director may reasonably require.

If the Director finds that the documents comply with the requirements of this Agreement, the Director is authorized to cause the disbursement of moneys from the Fund for payment of the identified Project costs.

The Recipient represents that the Project was initially constructed, installed or acquired by the Recipient no earlier than the execution date of this Agreement.

C. *Limitations on Use.* No part of the moneys delivered to the Recipient pursuant to Section II is being or will be used to refinance, retire, redeem, or otherwise pay debt service on all or any part of any governmental obligations regardless of whether the interest on such obligations is or was excluded from gross income for federal income tax purposes.

D. *Project Scope.* The physical scope of the Project shall be limited to only those Capital Improvements as described in Appendix A of this Agreement. If circumstances require a change in such physical scope, the change must be approved by the District Committee, recorded in the District Committee's official meeting minutes, and provided to the Director for the execution of an amendment to this Agreement.

E. *Project Cost Overruns.* If the Recipient determines that the moneys granted pursuant to Section II, together with the Local Subdivision Contribution, are insufficient to pay in full the costs of the Project, the Recipient may make a request for supplemental assistance to its District Committee. Pursuant to Ohio Administrative Code Section 164-1-23, the Recipient must demonstrate that such funding is necessary for the completion of the Project and the cost overrun was the result of circumstances beyond the Recipient's control, that it could not have been avoided with the exercise of due care, and that such circumstances could not have been anticipated at the time of the Recipient's initial application. Should the District Committee approve such request, the action shall be recorded in the District Committee's official meeting minutes and provided to the Director for the execution of an amendment to this Agreement.

VI. **CONDITIONS TO FINANCIAL ASSISTANCE AND ITS DISBURSEMENT.** The Recipient must comply with the following before receiving funds:

A. Recipient certifies that the Local Subdivision Contribution necessary for the completion of the Project is available or expected to be available through the construction of the Project and must demonstrate its compliance with the provisions of Ohio Revised Code Chapter 164 and Ohio Administrative Code Chapter 164-1.

B. Recipient shall execute all other documents and certificates as deemed necessary by the Director, on the date hereof or at any time hereafter in connection with the financial assistance and disbursement of moneys pursuant to this Agreement, including any amendments to this

VII. REPRESENTATIONS, WARRANTIES AND COVENANTS OF RECIPIENT. Recipient represents warrants and covenants for the benefit of the Director as follows:

A. Recipient is a Local Subdivision of the State with all the requisite power and authority to construct, or provide for the construction of, and operate the Project under the laws of the State and to carry on its activities as now conducted.

B. Recipient has the power to enter into and perform its obligations under this Agreement and has been duly authorized to execute and deliver this Agreement.

C. This Agreement is the legal, valid and binding obligation of the Recipient, subject to certain exceptions in event of bankruptcy and the application of general principles of equity.

D. Recipient has complied with all procedures, prerequisites and obligations for Project application and approval under the Ohio Revised Code Chapter 164 and Ohio Administrative Code Chapter 164-1.

E. Recipient is not the subject of or has it initiated any claim or cause of action that would give rise to any liability which would in any way inhibit Recipient's ability to carry out its performance of this Agreement according to its terms.

F. Use of the Project - Qualified Service Contracts.

1. *General.* The Recipient shall not use the Project or suffer or permit the Project to be used for any Private Business Use. For purposes of the preceding sentence, use pursuant to a contract that satisfies the criteria of paragraphs 2 or 3 of this subsection shall not be regarded as a Private Business Use.

2. *Qualified Service Contracts.* A Service Provider includes any person that is a Related Party to the Service Provider and the phrase "Chief Executive Officer" includes a person with equivalent management responsibilities.

a. *Qualified Service Contracts - Rev. Proc. 2017-13.* Unless the Recipient chooses to apply the safe harbors described below in F.2.b. for Service Contracts (defined below) entered into before (and not materially modified after) August 18, 2017, an arrangement under which services are to be provided by a Private Person ("Service Provider") involving the use of all or any portion of, or any function of, the Project (for example, the management services for an entire facility or a specific department of a facility) ("Service Contract") is a "Qualified Service Contract" if either (A) the only compensation provided for in the Service Contract consists of reimbursements of actual and direct expenses paid by the Service Provider to persons other than Related Parties and reasonable related administrative overhead expenses of the Service Provider ("Expense Reimbursement") or (B) all of the following conditions are satisfied:

b. The compensation (including Expense Reimbursement) for services provided pursuant to the Service Contract ("Compensation") is reasonable;

c. None of the Compensation (disregarding reimbursement of actual and direct expenses paid by the Service Provider to persons other than Related Parties, which for this purpose excludes employees of the Service Provider), including the timing of the payment thereof, is based on net profits from the operation of the portion of the Project with respect to which the Service Provider provides services (the "Managed Property") or any portion thereof. Compensation will not be treated as providing a share of net profits if no element of the Compensation considers, or is contingent upon, either the Managed Property's net profits or both the Managed Property's revenues and expenses for any fiscal period. For this purpose, Compensation will not be treated as providing the Service Provider a share of the Managed Property's net profits or requiring the Service Provider to bear a share of Managed Property's net losses if the Compensation is: (i) based solely on a capitation fee, a periodic fixed fee, or a per-unit fee; (ii) incentive compensation that is determined by the Service Provider's performance in meeting one or more standards that measure quality of services, performance, or productivity, and the amount and timing of the payment of the incentive compensation does not take into account (or is contingent upon) the Managed Property's net profits; or (iii) a combination of the types of Compensation set forth in (i) and (ii);

d. The determination of the amount of Compensation and the amount of any expenses to be paid by the Service Provider (and not reimbursed), separately and collectively, do not consider either the Managed Property's net losses or both the Managed Property's revenues and expenses for any fiscal period;

e. The timing of the payment of Compensation is not contingent upon the Managed Property's net losses or net profits. Deferral of the payment of Compensation will not be treated as contingent on the Managed Property's net losses or net profits if the Service Contract includes requirements that: (i) the Compensation is payable at least annually; (ii) the Recipient is subject to reasonable consequences for late payment, such as reasonable interest charges or late payment fees; and (iii) the Recipient will pay such deferred Compensation (with interest or late payment fees) no later than the end of five years after the original due date of the payment of the Compensation;

f. The term of the Service Contract, including all renewal options, is no greater than the lesser of 30 years or 80 percent of the weighted average reasonably expected economic life of the Managed Property;

g. The Recipient must exercise a significant degree of control over the use of the Managed Property. This control requirement is met if the Service Contract requires the Recipient to approve the annual budget of the Managed Property, capital expenditures with respect to the Managed Property, each disposition of property that is part of the Managed Property, rates charged for the use of the Managed Property, and the general nature and type of use of the Managed Property (for example, the type of services);

h. The Recipient must bear the risk of loss upon damage or destruction of the Managed Property;

i. The Service Provider must agree that it is not entitled to and will not take any tax position that is inconsistent with being a Service Provider to the Recipient with respect to the Managed Property (e.g., the Service Provider will

not claim depreciation, amortization, or investment tax credit, or deduction for any payment as rent, with respect to the Managed Property); and

j. The Service Provider must have no role or relationship with the Recipient, directly or indirectly, that, in effect, substantially limits the Recipient's ability to exercise its rights under the Service Contract, based on all the facts and circumstances. A Service Provider will not be treated as having a role or relationship that substantially limits the Recipient's ability to exercise its rights under the Service Contract if:

(i) Not more than 20 percent of the voting power of the Governing Body of the qualified user in the aggregate is vested in the directors, officers, shareholders, partners, members, and employees of the Service Provider;

(ii) The Governing Body of the Recipient does not include the Chief Executive Officer of the Service Provider or the chairperson (or equivalent executive) of the Service Provider's Governing Body; and

(iii) The Chief Executive Officer of the Service Provider is not the Chief Executive Officer of the Recipient or any Related Party to the Recipient.

3. *Qualified Service Contracts - Rev. Proc. 97-13.* A Service Contract is considered to contain termination penalties if the termination limits the Recipient's right to compete with the Service Provider, requires the Recipient to purchase equipment, goods or services from the Service Provider, or requires the Recipient to pay liquidated damages for cancellation of the Service Contract. Another contract between the Service Provider and the Recipient (for example, a loan or guarantee by the Service Provider) is considered to create a contract termination penalty if that contract contains terms that are not customary or arm's length that could operate to prevent the Recipient from terminating the Service Contract. A requirement that the Recipient reimburses the Service Provider for ordinary and necessary expenses, or restrictions on the hiring by the Recipient of key personnel of the Service Provider are not treated as contract termination penalties.

If the Recipient chooses to apply the following safe harbors, a Service Contract is a Qualified Service Contract if entered into before (and not materially modified after) August 18, 2017 and all of the following conditions are satisfied:

a. The compensation for services provided pursuant to the Service Contract is reasonable;

b. None of the compensation for services provided pursuant to the Service Contract is based on net profits from operation of the Project or any portion thereof;

c. The compensation provided in the Service Contract satisfies one of the following subparagraphs:

(i) At least 95% of the compensation for each annual period during the term of the Service Contract is based on a periodic fixed fee and the term of the Service Contract, including all renewal options, does not exceed the lesser of 80% of the reasonably expected useful life of the Project and 15 years. For purposes of Section VII.F., a "periodic fixed fee" means a stated dollar amount for services rendered for a specified period of time that does not increase except for automatic increases

pursuant to a specified, objective external standard that is not linked to the output or efficiency of the Project (e.g., the Consumer Price Index) and a “renewal option” means a provision under which the Service Provider has a legally enforceable right to renew the Service Contract but does not include a provision under which a Service Contract is automatically renewed for one-year periods absent cancellation by either party, even if such Service Contract is expected to be renewed; or at least 80% of the compensation for each annual period during the term of the Service Contract is based on a periodic fixed fee and the term of the Service Contract, including all renewal options, does not exceed the lesser of 80% of the reasonably expected useful life of the Project and 10 years; or

(ii) at least 50% of the compensation for each annual period during the term of the Service Contract is based on a periodic fixed fee, the term of the Service Contract, including all renewal options, does not exceed five years, and the Service Contract is terminable by the Recipient on reasonable notice, without penalty or cause, at the end of the third year of the Service Contract term; or

(iii) all of the compensation for services is based on a capitation fee or a combination of a capitation fee and a periodic fixed fee, the term of the Service Contract, including all renewal options, does not exceed five years, and the Service Contract is terminable by the Recipient on reasonable notice, without penalty or cause, at the end of the third year of the Service Contract term; a “capitation fee” means a fixed periodic amount for each person for whom the Service Provider assumes the responsibility to provide all needed services for a specified period so long as the quantity and type of service actually provided to covered persons varies substantially; or

(iv) all of the compensation for services is based on a per-unit fee or a combination of a per unit fee and a periodic fixed fee, the term of the Service Contract, including all renewal options, does not exceed three years and the Service Contract is terminable by the Recipient on reasonable notice, without penalty or cause, at the end of the second year of the Service Contract term; a “per-unit fee” means a fee based on a unit of service provided (e.g., a stated dollar amount for each specified procedure) and generally includes separate billing arrangements between physicians and hospitals; or

(v) all of the compensation for services is based on a percentage of fees charged or a combination of a per-unit fee and a percentage of revenue or expense fee, the term of the Service Contract, including all renewal options, does not exceed two years and the Service Contract is terminable by the Recipient on reasonable notice, without penalty or cause, at the end of the first year of the Service Contract term; this subparagraph (vi) applies only to (I) Service Contracts under which the Service Provider primarily provides services to third parties (e.g., health care services) or (II) Service Contracts involving the Project during an initial start-up period for which there has been insufficient operations to establish a reasonable estimate of the amount of the annual gross revenues (or gross expenses in the case of a Service Contract based on a percentage of gross expenses) (e.g., a Service Contract for general management services for the first year of operations), in which case the compensation for services may be based on a percentage of gross revenues, adjusted gross revenues (i.e., gross revenues less allowances

for bad debts and contractual and similar allowances), or expenses of the Project, but not more than one of these measures; or

(vi) all the compensation for services is based on a stated amount, a periodic fixed fee, a capitation fee, a per-unit fee, or a combination of the preceding. The compensation for services also may include a percentage of gross revenues, adjusted gross revenues, or expenses of the Project (but not both revenues and expenses). The term of the Service Contract, including all renewal options, does not exceed five years, and the Service Contract need not be terminable by the Recipient prior to the end of the term. For purposes of this section, a tiered productivity award as described in section 5.02(3) of Internal Revenue Service Revenue Procedure 97-13, as amplified by Internal Revenue Service Notice 2014-67, will be treated as a stated amount or a periodic fixed fee, as appropriate.

d. The Service Provider has no role or relationship with the Recipient, directly or indirectly, that, in effect, substantially limits the Recipient's ability to exercise its rights under the Service Contract, including cancellation rights;

e. The Service Provider and its directors, officers, shareholders and employees possess in the aggregate, directly or indirectly, no more than 20% of the voting power of the Governing Body of the Recipient;

f. No individual who is a member of the Governing Body of the Service Provider and the Recipient is the Chief Executive Officer of the Recipient or the Service Provider or the chairperson of the Governing Body of the Recipient or the Service Provider; and

g. The Recipient and the Service Provider are not Related Parties.

4. *Exceptions.* The Recipient may treat a Service Contract that does not comply with one or more of the criteria of Section VII.F. as not resulting in Private Business Use of the Project if it delivers to the Director, at its expense, an opinion of Bond Counsel to the effect that such Service Contract does not result in Private Business Use of the Project and that entering into such Service Contract would not adversely affect the exclusion from gross income of the interest on the bonds that financed the Project or cause the interest on such bonds, or any portion thereof, to become an item of tax preference for purposes of the alternative minimum tax imposed under the Code.

G. *Use of Proceeds.* With respect to the Project to be financed or reimbursed by moneys granted pursuant to Section II:

1. The total cost of the Project shall not and will not include any cost which does not constitute "Costs of Capital Improvements Projects," as defined in Ohio Revised Code Section 164.01(F);

2. All the Project is owned, or will be owned, by the Recipient or another Tax-Exempt Organization, upon providing prior written notice to the Director, for as long as the loan is outstanding;

3. The Recipient shall not use any of the moneys to pay or reimburse the Recipient for the payment of or to refinance costs incurred in connection with the acquisition, construction, improvement and equipping of property that is used or will be used for any Private Business Use; and

4. The Recipient may engage in Private Business Use only if it delivers to the Director, at the Recipient's expense, an opinion of bond counsel that to do so would not adversely affect the exclusion of interest on the Infrastructure Bonds from gross income for federal income tax purposes and such opinion is accepted by the Director.

H. *General Tax Covenant.* The Recipient shall not take any action or fail to take any action which would adversely affect the exclusion of interest on the Infrastructure Bonds from gross income for federal income tax purposes.

I. *Sufficiency of Moneys.* The Recipient has sufficient moneys in addition to those granted to Recipient pursuant to this Agreement to fund the Project to completion, as its Local Subdivision Contribution.

J. *Construction Contract.* If federal funds are included as part of the financing of the non-OPWC portion of the Project, federal law may prevail, including, but not limited to, application of Davis Bacon prevailing wage rates, the Copeland "Anti-Kickback" Act, the Contract Work Hours and Safety Standards Act, and any federal environmental regulations. Recipient is solely responsible for ensuring compliance with federal requirements applicable to its Local Subdivision Contribution. Notwithstanding the above, the following provisions apply to construction contracts under this Agreement:

1. *Ohio Preference.* The Recipient shall, to the extent practicable, use and shall cause all its Contractors and subcontractors to use Ohio products, materials, services and labor in connection with the Project pursuant to Ohio Revised Code 164.05(A)(6);

2. *Domestic Steel.* The Recipient shall use and cause all its Contractors and subcontractors to comply with domestic steel use requirements pursuant to Ohio Revised Code 153.011;

3. *Prevailing Wage.* The Recipient shall require that all Contractors and subcontractors working on the Project comply with the prevailing wage requirements contained in Ohio Revised Code Sections 164.07(B) and 4115.03 through 4115.16;

4. *Equal Employment Opportunity.* The Recipient shall require all Contractors to secure a valid Certificate of Compliance;

5. *Construction Bonds.* In accordance with Ohio Revised Code 153.54, et. seq., the Recipient shall require that each of its Contractors furnish a performance and payment bond in an amount at least equal to 100% of its contract price as security for the faithful performance of its contract;

6. *Insurance.* The Recipient shall require that each of its construction contractors and subcontractors maintain during the life of its contract or subcontract appropriate Workers Compensation Insurance, Commercial General Liability, Public Liability, Property Damage and Vehicle Liability Insurance, and require Professional Liability Insurance for its professional architects and engineers; and

7. *Supervision.* The Recipient shall provide and maintain competent and adequate Project management covering the supervision and inspection of the development and construction of the Project and bear the responsibility of ensuring that construction conforms to the approved surveys, plans, profiles, cross sections and specifications.

VIII. **PROGRESS REPORTS.** The Recipient shall submit to the Director, at the Director's request,

summary reports detailing the progress of the Project pursuant to this Agreement and any additional reports containing such information as the Director may reasonably require

IX. **AUDIT RIGHTS.** The Recipient shall, at all reasonable times, provide the Director access and a right to inspect all sites and facilities involved in the Project and access to and a right to examine or audit all books, documents and records, financial or otherwise, relating to the Project or to ensure compliance with the provisions of this Agreement. The Recipient shall maintain all such books, documents and records for a period of six years after the termination of this Agreement, and such shall be kept in a common file to facilitate audits and inspections. All disbursements made pursuant to the terms of this Agreement shall be subject to all audit requirements applicable to State funds. The Recipient shall ensure that a copy of any final report of audit prepared in connection with and specific to the Project, regardless of whether the report was prepared during the pendency of the Project or following its completion, is provided to the Director within 10 days of the issuance of the report. The Recipient simultaneously shall provide the Director with its detailed responses to each negative or adverse finding pertaining to the Project and contained in the report. Such responses shall indicate what steps will be taken by the Recipient in remedying or otherwise satisfactorily resolving each problem identified by any such finding. If the Recipient fails to comply with the requirements of this Section or fails to institute steps designated to remedy or otherwise satisfactorily resolve problems identified by negative audit findings, the Director may bar the Recipient from receiving further financial assistance under Ohio Revised Code Chapter 164 until the Recipient so complies or until the Recipient satisfactorily resolves such findings.

X. **GENERAL ASSEMBLY APPROPRIATION.** The Recipient hereby acknowledges and agrees that the financial assistance provided under this Agreement is entirely subject to, and contingent upon, the availability of funds appropriated by the General Assembly for the purposes set forth in this Agreement and in Ohio Revised Code Chapter 164. The Recipient further acknowledges and agrees that none of the duties and obligations imposed by this Agreement on the Director shall be binding until the Recipient has complied with all applicable provisions of Ohio Revised Code Chapter 164 and Ohio Administrative Code Chapter 164-1 and until the Recipient has acquired and committed all funds necessary for the full payment of the local share applicable to the Project.

XI. **INDEMNIFICATION.** Nothing in this Agreement shall be construed as conferring any legal rights, privileges, or immunities, or imposing any legal duties or obligations, on any person or persons other than the parties named in this Agreement, whether such rights, privileges, immunities, duties, or obligations be regarded as contractual, equitable, or beneficial in nature as to such other person or persons. Nothing in this Agreement shall be construed as creating any legal relations between the Director and any person performing services or supplying any equipment, materials, good, or supplies of the Project sufficient to impose upon the Director any of the obligations specified in Ohio Revised Code 126.30. The Recipient shall indemnify and hold harmless the Director, the OPWC, the State and their respective officers, directors, members, agents and employees from any and all liability arising out of or pursuant to this Agreement, the Recipient's use or application of the funds being provided by the Director and the Recipient's construction or management of the Project. — *unless Recipient is a Political subdivision.*

AMN
7/2/19

XII. **TERMINATION.** The Director's and OPWC's obligations under this Agreement shall immediately terminate upon the failure of the Recipient to comply with any of the terms or conditions contained herein. Upon such termination, the Recipient shall be obligated to return any moneys delivered to the Recipient pursuant to the provisions of this Agreement.

XIII. **GOVERNING LAW.** This Agreement shall be interpreted and construed in accordance with the laws of the State. In the event any disputes related to this Agreement are to be resolved in a Court of Law, said Court shall be in the courts of Franklin County, State of Ohio.

XIV. **SEVERABILITY.** If any of the provisions of this Agreement or the application thereof to any person or circumstance shall for any reason or to any extent be held invalid or unenforceable, the

remainder of this Agreement and the application of this provision to such other persons or circumstances shall not be affected thereby, but rather shall be enforced to the greatest extent permitted by Law.

XV. ENTIRE AGREEMENT. This Agreement and its Appendices and Attachments attached hereto contain the entire understanding between the parties and supersede any prior understandings, agreements, proposals and all other communications between the parties relating to the subject matter of this Agreement, whether such shall be oral or written.

XIV. CAPTIONS. Captions contained in this Agreement are included only for convenience of reference and do not define, limit, explain or modify this Agreement or its interpretation, instruction or meanings and are in no way intended to be construed as part of this Agreement.

XVII. NOTICES. Except as otherwise provided, any notices required shall be in writing and shall be deemed duly given when deposited in the mail, postage prepaid, return receipt requested, by the sending party to the other party at the addresses set forth below or at such other addresses as party may from time to time designate by written notice to the other party.

XVIII. NO WAIVER. If either party hereto at any time fails to require performance by the other of any provision of this Agreement, such failure in no way affects the right to require such performance at any time thereafter, nor shall the waiver by either party of a breach or default under any provision of this Agreement be construed to be a waiver of any subsequent breach or default under that provision or any other provision of this Agreement.

XIX. ACCEPTANCE BY RECIPIENT. This Agreement must be signed by the Chief Executive Officer and returned to and received by the Director prior to the disbursement of funds.

XX. ASSIGNMENT. Neither this Agreement or any rights, duties or obligations described herein shall be assigned by either party hereto without the prior written consent of the other party.

XXI. FACSIMILE SIGNATURES. Any party hereto may deliver a copy of its counterpart signature page to this Agreement via fax or email. Each party hereto shall be entitled to rely upon a facsimile signature of any other party delivered in such a manner as if such signature were an original.

XXII. ETHICS/CONFLICT OF INTEREST. The Recipient, by signature on this Agreement, certifies that it has reviewed and understands the Ohio ethics and conflict of interest laws, and will take no action inconsistent with those laws.

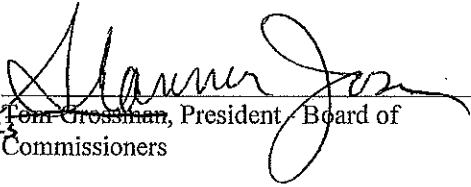
XIII. NON-DISCRIMINATION. Pursuant to Ohio Revised Code 125.111 Recipient agrees that Recipient and any person acting on behalf of Recipient shall not discriminate, by reason of race, color, religion, sex, sexual orientation, age, disability, military status, national origin, or ancestry against any citizen of this State in the employment of any person qualified and available to perform the work under this Agreement. Recipient further agrees that Recipient and any person acting on behalf of Recipient shall not, in any manner, discriminate against, intimidate, or retaliate against any employee hired for the performance of work under this Agreement on account of race, color, religion, sex, sexual orientation, age, disability, military status, national origin, or ancestry.

XIV. COMPLIANCE WITH LAW. The Recipient, in expending the funds, agrees to comply with all applicable federal, State and local laws, rules, regulations and ordinances.

All of the above is agreed to and understood by the parties signed below. This Agreement for Project No. **CJ09W** is effective as of 07/01/2019.

RECIPIENT

STATE OF OHIO
Ohio Public Works Commission

Shannon Jones

Tom Grossman, President, Board of
Commissioners

Warren County
406 Justice Drive
Lebanon, OH 45036



Linda S. Bailiff, Director

Ohio Public Works Commission
65 East State Street, Suite 312
Columbus, OH 43215-4213

APPROVED AS TO FORM



Adam M. Nice
Asst. Prosecuting Attorney

Appendix A

Project Completion Schedule, Administration Designation, Description

- 1) *Project Schedule.* Construction must begin within one year of 07/01/2019. Construction is scheduled to begin 08/01/2019 with completion by 06/30/2020. The Recipient may make a written request for an extension of the date to initiate construction, specifying the reasons for the delay and providing new construction start and completion dates. Requests may be approved by the Director providing that the Project can be completed within a reasonable time frame.
- 2) *Project Administration Designation.* The Project Administration Designation required by Section V.A. of this Agreement is designated by the Recipient as follows:
Shannon Jones
~~Tom Crossman~~, President - Board of Commissioners to act as the Project Chief Executive Officer;
Matthew Nolan, Auditor to act as the Project Chief Fiscal Officer; and
Roy Henson, Warren County Bridge Engineer to act as the Project Manager.
- 3) *Project Location & Description.* The Project, for which the provision of financial assistance is the subject of this Agreement, is hereby described as follows:

Location: The Socialville-Fosters Road Bridge #32-5.14 over Simpson Creek is located in Deerfield Township between Western Row Road and Old 3C Highway. The bridge is located near the drive to 2204 Socialville-Fosters Road, Maineville. The project limits will be confined to approximately 100 feet on each bridge approach.

Description: The Bridge Rehabilitation Project consists of replacing the existing deteriorated prestressed concrete box beam superstructure with a new composite prestressed concrete box beam superstructure based on the Final Construction Plans and Technical Specifications for this Project. The new superstructure will rest on the existing substructure consisting of concrete stub abutments with H-Piles. The new bridge superstructure will have a slightly larger bridge deck improving safety by allowing for wider traffic lanes and shoulders since the bridge is located between two horizontal curves. The bridge rehabilitation will also include minor roadway improvements including new guardrail, pavement, and striping. Construct a new 58 ft span bridge accommodating two 12 ft lanes of traffic with 4 ft shoulders. The new structure would be replacing the existing 58 ft span bridge that could only accommodate two 12 ft lanes of traffic with 2ft shoulders. Pave approximately 200ft section of roadway and replace approximately 450 ft of guardrail. See engineer's estimate in project application for approved bid items and quantities.

Appendix B

Local Subdivision Contribution, Disbursement Ratio, Project Financing and Expenses Scheme

1) *OPWC/Local Subdivision Participation Percentages*: For the sole and express purpose of financing/reimbursing costs of the Project, the estimated costs of which are set forth and described below, the Recipient hereby designates its Local Subdivision Percentage Contribution as amounting to a minimum total value of **51%** of the total Project Cost. The OPWC Participation Percentage shall be **49%** not to exceed **\$220,500**.

2) *Project Financing and Expenses Scheme*: The Recipient further designates the Project's estimated financial resources and estimated costs certified to the OPWC under this Agreement for the Project to consist of the following components:

a) PROJECT FINANCIAL RESOURCES:

i) Local In-Kind Contributions	\$0
ii) Local Public Revenue	\$229,500
iii) Other Revenue:	
- ODOT/FHWA	\$0
- OEPA/OWDA	\$0
- CDBG	\$0
- USDA	\$0
- Other	\$0
 SUBTOTAL	 \$229,500
 - Grant	 \$220,500
 SUBTOTAL	 \$220,500
 TOTAL FINANCIAL RESOURCES	 \$450,000

b) PROJECT ESTIMATED COSTS:

i) Engineering:	\$0
ii) Right-of-Way	\$0
iii) Construction	\$450,000
iv) Materials Purchased Directly	\$0
v) Permits, Advertising, Legal	\$0
vi) Construction Contingencies	\$0
 TOTAL ESTIMATED COSTS	 \$450,000

**Ohio Public Works Commission
Disbursement Request Form and Certification**

Disbursement Request Number: _____

Statement requesting the disbursement of funds from the OPWC pursuant to Section V of the Project Agreement (the "Agreement") executed between the Director of the Ohio Public Works Commission (the "Director") and Warren County (the "Recipient"), dated 07/01/2019, for the sole and express purpose of financing the Capital Improvement Project defined and described in Appendix A of the Agreement (the "Project") and named and numbered as CJ09W.

EXPENDITURES PROGRESS:	(1) AS PER AGREEMENT	(2) PRIOR DISBURSED	(3) AS PART OF THIS DRAW	(4) PAID TO DATE (Column 2 + 3)
A) Engineering	\$0.00	\$ _____	\$ _____	\$ _____
B) Right-of-Way	\$0.00	\$ _____	\$ _____	\$ _____
C) Construction	\$450,000.00	\$ _____	\$ _____	\$ _____
D) Materials Purchased Directly	\$0.00	\$ _____	\$ _____	\$ _____
E) Permits, Advertising, Legal	\$0.00	\$ _____	\$ _____	\$ _____
F) Construction Contingencies	\$0.00	\$ _____	\$ _____	\$ _____
G) Total Expenditures	\$450,000.00	\$ _____	\$ _____	\$ _____

FINANCING PROGRESS:	(1) AS PER AGREEMENT	(2) PRIOR DISBURSED	(3) AS PART OF THIS DRAW	(4) PAID TO DATE (Column 2 + 3)
H) OPWC Funds	220,500	\$ _____	\$ _____	\$ _____
I) Local Share				
1) In-kind Contributions	\$0.00	\$ _____	\$ _____	\$ _____
2) Public Revenues	\$229,500.00	\$ _____	\$ _____	\$ _____
J) Other Revenue				
1) ODOT/FHWA	\$0.00	\$ _____	\$ _____	\$ _____
2) OEPA/OWDA	\$0.00	\$ _____	\$ _____	\$ _____
3) CDBG	\$0.00	\$ _____	\$ _____	\$ _____
4) USDA	\$0.00	\$ _____	\$ _____	\$ _____
5) Other	\$0.00	\$ _____	\$ _____	\$ _____
K) Total Local and Other Revenue	\$229,500.00	\$ _____	\$ _____	\$ _____
L) Total Financing (H+K)	\$450,000.00	\$ _____	\$ _____	\$ _____

[NOTE: Column totals for Line L must be equal to the column totals for Line G.]

Subdivision Name: Warren County
Project Name: Socialville-Fosters Road Bridge #32-5.14 Rehabilitation
OPWC Control No.: CJ09W

Disbursement Form - Page 2
Disbursement Request # _____

If this is a final request (to be marked on top of page 3) or if this disbursement uses the remainder of your assistance, your Project file will be closed upon processing this request. As described in Appendix B of the Project Agreement, your minimum Percentage Contribution is 51% of the total Project cost.

AUTHORIZED CERTIFICATIONS

Changes to Project officials must be submitted in writing.

PROJECT MANAGER CERTIFICATION:

I hereby certify that the work items invoiced and included herein are exclusively associated with the Project, have been completed in a satisfactory manner, and are otherwise in accord with the terms and conditions of the Agreement. This request reflects Project completion at an estimated _____%.

I certify that the information under this Disbursement Request Form and Certification is true and accurate, and that the work has been completed in accordance with the terms of the Agreement, including payment of the applicable prevailing wage rates. By signing below, I certify that the material suppliers, contractors and subcontractors have been paid in full for work performed and materials supplied pursuant to this Request.

Roy Henson, Warren County Bridge Engineer

Date

Phone

CHIEF EXECUTIVE OFFICER AND CHIEF FINANCIAL OFFICER CERTIFICATION:

Pursuant to Section V. B. and V. C. of the Agreement, the undersigned Chief Executive Officer and Chief Fiscal Officer, as both are designated in Appendix A of the Agreement, hereby request the Director to disburse financial assistance moneys made available to Project in Appendix B of the Agreement (inclusive of any amendment thereto) to the payee as identified below in the amount so indicated which amount equals the product of the Disbursement Ratio and the dollar value of the attached cost documentation which was properly billed to the Recipient in exclusive connection with the performance of the Project. The undersigned further certify that:

- 1) Each item of Project cost documentation attached hereto is properly payable by the OPWC in accordance with the terms and conditions of the Agreement, and none of the items for which payment is requested has formed the basis of any payment heretofore made from the OPWC;
- 2) Each item for which payment is requested is or was necessary in connection with the performance of the Project;
- 3) In the event that any of the money disbursed to the Recipient pursuant to this request is to be used to pay Project costs based on an invoice submitted by a contractor of which the Recipient's share is yet to be paid, the Recipient shall expend such money to pay such contractor for the Project costs as soon as possible;
- 4) This statement and attachments hereto shall be conclusive as evidence of the facts and statements set forth herein and shall constitute full warrant, protection, and authority to the Director for any actions taken pursuant hereto; and
- 5) This document evidences the approval of the undersigned Chief Executive Officer and Chief Fiscal Officer of each payment hereby requested and authorized.

IN WITNESS WHEREOF, the undersigned have executed this Disbursement Request Form and Certification as of this _____ day of _____.

Matthew Nolan, Auditor

Tom Grossman, President - Board of Commissioners

CFO Phone: _____

Subdivision Name: Warren County
Project Name: Socialville-Fosters Road Bridge #32-5.14 Rehabilitation
OPWC Control No.: CJ09W

Disbursement Request # _____ /Circle if Final

CONTRACTOR/VENDOR PAYEE IDENTIFICATION:

Set forth the appropriate portion(s) of this Disbursement Request amount (all or part of the amount from H (3)) that is to be paid to each of the contractors/vendors (or Subdivision) identified below, and as are supported through accompanying copies of invoices or other evidence of expense. All information must be provided.

1) AMOUNT TO BE PAID CONTRACTOR/VENDOR BY the OPWC \$ _____
PAYEE: _____
Address: _____
Phone: (____) _____ - _____
Federal Tax ID #: _____

2) AMOUNT TO BE PAID CONTRACTOR/VENDOR BY the OPWC \$ _____
PAYEE: _____
Address: _____
Phone: (____) _____ - _____
Federal Tax ID #: _____

3) AMOUNT TO BE PAID CONTRACTOR/VENDOR BY the OPWC \$ _____
PAYEE: _____
Address: _____
Phone: (____) _____ - _____
Federal Tax ID #: _____

4) AMOUNT TO BE PAID CONTRACTOR/VENDOR BY the OPWC \$ _____
PAYEE: _____
Address: _____
Phone: (____) _____ - _____
Federal Tax ID #: _____

5) AMOUNT TO BE PAID CONTRACTOR/VENDOR BY the OPWC \$ _____
PAYEE: _____
Address: _____
Phone: (____) _____ - _____
Federal Tax ID #: _____

OPWC Use Only	
Approved by: _____	Date: _____
Reviewed by: _____	

Resolution

Number 19-0868

Adopted Date July 09, 2019

ENTER INTO CONTRACT WITH DDK CONSTRUCTION, INC. FOR THE SOCIALVILLE-FOSTERS ROAD BRIDGE #32-5.14 REHABILITATION AND RETAINING WALL REPLACEMENT PROJECT

WHEREAS, pursuant to Resolution #19-0648, adopted May 28, 2019, this Board approved a Notice of Intent to Award Contract for the Socialville-Fosters Road Bridge #32-5.14 Rehabilitation and Retaining Wall Replacement Project to DDK Construction, Inc. for a total bid price of \$683,515.60; and

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

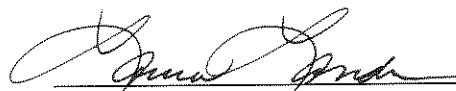
NOW THEREFORE BE IT RESOLVED, to enter into contract with DDK Construction, Inc., 7259 Dog Trot Road, Cincinnati, Ohio, for said project, for a total contract price of \$683,515.60; as attached hereto and made a part hereof.

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

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

Resolution adopted this 9th day of July 2019.

BOARD OF COUNTY COMMISSIONERS



Laura Lander, Deputy Clerk

KH\

cc: c/a—DDK Construction, Inc.
Engineer (file)
OMB Bid file

CONTRACT

THIS AGREEMENT, made this 9th day of July, 2019, with the Warren County Board of Commissioners, 406 Justice Drive, Lebanon, Ohio hereinafter called "Owner" and **DDK Construction Inc., 7259 Dog Trot Road, Cincinnati, Ohio** doing businesses as (an individual, partner, a corporation) hereinafter called "Contractor."

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

SOCIALVILLE-FOSTERS ROAD BRIDGE #32-5.14 REHABILITATION AND RETAINING WALL REPLACEMENT PROJECT

hereinafter called the project, for the sum of **\$683,515.60, six hundred eighty three thousand, five hundred fifteen dollars and sixty cents**, and all work in connection therewith, under the terms as stated in the Conditions of the Contract; and as his/her (its or their) own proper cost and expense furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, Conditions of the Contract, the Specifications and Contract Documents. "Contract Documents" means and includes the following:

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

The CONTRACTOR hereby agrees to commence work under this contract on or before a date to be specified in a Written "Notice to Proceed" of the OWNER, and to fully complete the project is 8 weeks after the written notice-to-proceed has been issued and a preconstruction meeting has been held. The Contractor further agrees to pay, as liquidated damages, the sum of \$108.07 for each consecutive calendar day thereafter.

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

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

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

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

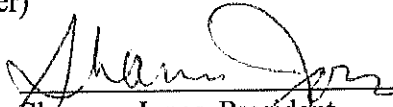
The OWNER agrees to pay the CONTRACTOR in the manner and at such times as set forth in the General Provisions such amounts as required by the Contract Documents.

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

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

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

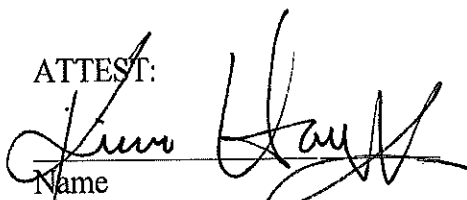
WARREN COUNTY BOARD OF COMMISSIONERS
(Owner)


Shannon Jones, President


David G. Young


Tom Grossman

ATTEST:

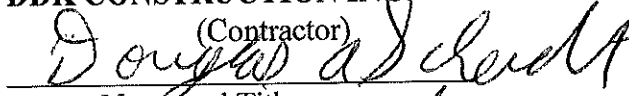

Name

(Seal)

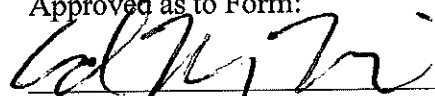
ATTEST:

DDK CONSTRUCTION INC.

By:


(Contractor)
Name and Title
President

Approved as to Form:

 7/1/19
Assistant Prosecutor

Resolution

Number 19-0869

Adopted Date July 09, 2019

ENTER INTO A TEMPORARY ENTRANCE AND WORK AGREEMENT WITH BILLY R. & ANGEL M. WIGGINS FOR THE GHEILS-CARROLL ROAD BRIDGE MAINTENANCE PROJECT

WHEREAS, in order to improve the public safety of Gheils-Carroll Road a bridge maintenance project is to be performed, and it is necessary to enter onto the property, parcel #17-10-205-014 located at 7474 Misty Woods Court Morrow, OH 45152 which is owned by Billy R. & Angel M. Wiggins, husband and wife, Grantors; and

WHEREAS, in order to complete this work; Grantee requests permission from Grantors to enter onto the said real estate for the purpose of completing the following items of work:

1. Remove debris, small trees, and silted islands that have formed in the center of First Creek at and near the vicinity of the bridge outlet.
2. When weather permits seed and straw any disturbed area.

WHEREAS, in order to accomplish the foregoing, it is necessary to enter into a temporary entrance and work agreement with the property owner; and

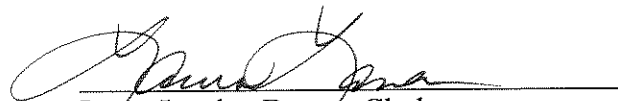
NOW THEREFORE BE IT RESOLVED, to enter into a Temporary Entrance and Work Agreement with Billy R. & Angel M. Wiggins, husband and wife, for the Gheils-Carroll Road bridge maintenance project, a copy of which is attached hereto and made a part hereof, for the sum of \$1.00 as consideration thereof.

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

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

Resolution adopted this 9th day of July 2019.

BOARD OF COUNTY COMMISSIONERS



Laura Lander, Deputy Clerk

cc: c/a—Wiggins, Billy & Angel
Engineer (file)

TEMPORARY ENTRANCE AND WORK AGREEMENT

ARTICLES OF AGREEMENT

This agreement is entered into on the date stated below by Billy R. Wiggins and Angel M. Wiggins, husband and wife, whose tax mailing address is 7474 Misty Woods Court, Morrow, Ohio 45152 (hereinafter the "Grantors"), and the Warren County Board of County Commissioners, whose mailing address is 406 Justice Drive, Lebanon, Ohio 45036 (hereinafter the "Grantee").

Witnesseth:

In order to improve public safety and better serve the needs of the traveling public, bridge maintenance on Gheils-Carroll Road over First Creek is to be completed. In order to complete the maintenance for the bridge it is necessary to enter onto property owned by the Grantors. The subject real estate is located at 7474 Misty Woods Court, Morrow, Ohio 45152, identified as Parcel #17-10-205-014. Grantee requests permission from Grantors to enter onto the said real estate for the purpose of completing the following items of work:

1. Remove debris, small trees, and silted islands that have formed in the center of First Creek at and near the vicinity of the bridge outlet.
2. When weather permits, seed and straw any disturbed area.

Upon completion of the above mentioned items of work, the Grantee agrees to restore any disturbed property, with the exception of any brush, trees, and tree limbs that are removed, to its original condition, but not better than any pre-existing condition.

Now, therefore, in consideration of One Dollar (\$1.00), the receipt and sufficiency of which are hereby stipulated, Grantors do hereby grant a *license* to Grantee, its agents and employees, to enter onto the aforesaid real estate to complete the aforementioned items of work.

This Temporary Entrance and Work Agreement shall bind and inure to the benefit of each party hereto and their respective heirs, successors and assigns and shall terminate upon the completion of the Gheils-Carroll Road Bridge #168-0.53 Maintenance Project or until December 31, 2019, whichever comes first.

[the remainder of this page is blank]

IN EXECUTION WHEREOF, Billy R. Wiggins and Angel M. Wiggins, the Grantors herein, have hereunto set their hands on the date stated below.

Grantors:

Signature: _____

Printed Name: Billy R. Wiggins

Date: 6/25/19

Signature: _____

Printed Name: Angel M. Wiggins

Date: 6/25/19

STATE OF Ohio, COUNTY OF Warren, ss.



EMILY O'SOMACHAIN-PRICE
Notary Public, State of Ohio
My Comm. Expires 06/24/2023

BE IT REMEMBERED, that on this 25th day of June, 2019 before me, the subscriber, a Notary Public in and for said state, personally came an individual or individuals known or proven to me to be Billy R. Wiggins and Angel M. Wiggins, being the **Grantors** in the foregoing Agreement, and acknowledged the signing thereof to be their voluntary act and deed.

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

Notary Public: _____

My commission expires: 06/24/23

[the remainder of this page is blank]

IN EXECUTION WHEREOF, the Warren County Board of County Commissioners, the Grantee herein, have caused this agreement to be executed by Shannon Jones, its President on the date stated below, pursuant to Resolution Number 19-0869, dated 7/9/19.

Grantee:

Signature: Shannon Jones

Printed Name: Shannon Jones

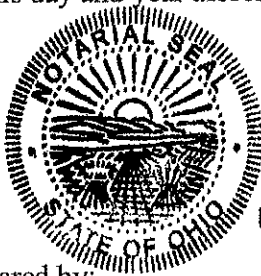
Title: President

Date: 7/9/19

STATE OF OHIO, WARREN COUNTY, ss.

BE IT REMEMBERED, that on this 9th day of July, 2019 before me, the subscriber, a Notary Public in and for said state, personally came a certain individual known or proven to me to be Shannon Jones, President of the Warren County Board of County Commissioners, being the Grantee in the foregoing Agreement, and acknowledged the signing thereof to be her voluntary act and deed, and pursuant to the Resolution authorization her to act.

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



KIANA HAWK
NOTARY PUBLIC
STATE OF OHIO
Recorded in
Warren County
My Comm. Exp. 7/9/2023

Notary Public: Kiana Hawk
My commission expires: 7/9/23

Prepared by:

DAVID P. FORNSHELL,
PROSECUTING ATTORNEY
WARREN COUNTY, OHIO

By: Adam Nice

Adam Nice, Assistant Prosecutor

520 Justice Drive

Lebanon, OH 45036

Ph. (513) 695-1399

Fx. (513) 695-2962

Email: Adam.Nice@warrencountyprosecutor.com

Resolution

Number 19-0870

Adopted Date July 09, 2019

ENTER INTO A TEMPORARY ENTRANCE AND WORK AGREEMENT WITH BRENDA S. PERKINS FOR THE GHEILS-CARROLL ROAD BRIDGE MAINTENANCE PROJECT

WHEREAS, in order to improve the public safety of Gheils-Carroll Road a bridge maintenance project is to be performed, and it is necessary to enter onto the property, parcel #17-10-276-001 located at 7556 Gheils-Carroll Road Morrow, OH 45152 which is owned by Brenda S. Perkins, Grantor; and

WHEREAS, in order to complete this work; Grantee requests permission from Grantor to enter onto the said real estate for the purpose of completing the following items of work:

1. Remove debris, small trees, and silted islands that have formed in the center of First Creek at and near the vicinity of the bridge inlet.
2. When weather permits seed and straw any disturbed area.

WHEREAS, in order to accomplish the foregoing, it is necessary to enter into a temporary entrance and work agreement with the property owner;


NOW THEREFORE BE IT RESOLVED, to enter into a Temporary Entrance and Work Agreement with Brenda S. Perkins, for the Gheils-Carroll Road bridge maintenance project, a copy of which is attached hereto and made a part hereof, for the sum of \$1.00 as consideration thereof.

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

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

Resolution adopted this 9th day of July 2019.

BOARD OF COUNTY COMMISSIONERS



Laura Lander, Deputy Clerk

cc: c/a—Perkins, Brenda
Engineer (file)

TEMPORARY ENTRANCE AND WORK AGREEMENT

ARTICLES OF AGREEMENT

This agreement is entered into on the date stated below by Brenda S. Perkins, whose tax mailing address is 7556 Gheils-Carroll Road, Morrow, Ohio 45152 (hereinafter the "Grantor"), and the Warren County Board of County Commissioners, whose mailing address is 406 Justice Drive, Lebanon, Ohio 45036 (hereinafter the "Grantee").

Witnesseth:

In order to improve public safety and better serve the needs of the traveling public, bridge maintenance on Gheils-Carroll Road over First Creek is to be completed. In order to complete the maintenance for the bridge it is necessary to enter onto property owned by Grantor. The subject real estate is located at 7556 Gheils-Carroll Road, Morrow, Ohio 45152, identified as Parcel #17-10-276-001. Grantee requests permission from Grantor to enter onto the said real estate for the purpose of completing the following items of work:

1. Remove debris, small trees, and silted islands that have formed in the center of First Creek at and near the vicinity of the bridge inlet.
2. When weather permits, seed and straw any disturbed area.

Upon completion of the above mentioned items of work, the Grantee agrees to restore any disturbed property, with the exception of any brush, trees, and tree limbs that are removed, to its original condition, but not better than any pre-existing condition.

Now, therefore, in consideration of One Dollar (\$1.00), the receipt and sufficiency of which are hereby stipulated, Grantor do hereby grant a *license* to Grantee, its agents and employees, to enter onto the aforesaid real estate to complete the aforementioned items of work.

This Temporary Entrance and Work Agreement shall bind and inure to the benefit of each party hereto and their respective heirs, successors and assigns and shall terminate upon the completion of the Gheils-Carroll Road Bridge #168-0.53 Maintenance Project or until December 31, 2019, whichever comes first.

[the balance of this page is blank]

IN EXECUTION WHEREOF, Brenda S. Perkins, the Grantor herein, have hereunto set her hands on the date stated below.

Grantor:

Signature: Brenda S. Perkins

Printed Name: Brenda S. Perkins

Date: 6-10-2019

STATE OF Ohio, COUNTY OF Warren, ss.

BE IT REMEMBERED, that on this 10th day of June, 2019, before me, the subscriber, a Notary Public in and for said state, personally came an individual known or proven to me to be Brenda S. Perkins, being the **Grantor** in the foregoing Agreement, and acknowledged the signing thereof to be her voluntary act and deed.

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



DESTINY L. WILSON
Notary Public, State of Ohio
My Commission Expires August 25, 2021

Destiny L. Wilson
Notary Public
My commission expires: August 25, 2021

[the balance of this page is blank]

IN EXECUTION WHEREOF, the Warren County Board of County Commissioners, the Grantee herein, have caused this agreement to be executed by Shannon Jones, its President on the date stated below, pursuant to Resolution Number 19-0870, dated 7/9/19

Grantee:

Signature: Shannon Jones

Printed Name: Shannon Jones

Title: President

Date: 7/9/19

STATE OF OHIO, WARREN COUNTY, ss.

BE IT REMEMBERED, that on this 9th day of July, 2019 before me, the subscriber, a Notary Public in and for said state, personally came a certain individual known or proven to me to be Shannon Jones, President of the Warren County Board of County Commissioners, being the Grantee in the foregoing Agreement, and acknowledged the signing thereof to be her voluntary act and deed, and pursuant to the Resolution authorization her to act.

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



KIANA HAWK
NOTARY PUBLIC
STATE OF OHIO
Recorded in
Warren County
My Comm. Exp. 7/9/2023

Kiana Hawk
Notary Public

My commission expires: 7/9/23

Prepared by:

DAVID P. FORNSHELL,
PROSECUTING ATTORNEY
WARREN COUNTY, OHIO

By: Adam Nice

Adam Nice, Assistant Prosecutor

500 Justice Drive

Lebanon, OH 45036

Ph. (513) 695-1399

Fx. (513) 695-2962

Email: Adam.Nice@warrencountyprosecutor.com

Resolution

Number 19-0871

Adopted Date July 09, 2019

AUTHORIZE TREVOR HEARN, FACILITIES MANAGEMENT DIRECTOR, TO SUBMIT APPLICATION TO PARTICIPATE IN INTERLOCAL PURCHASING SYSTEM (TIPS)

WHEREAS, The Interlocal Purchasing System (TIPS) is a national purchasing cooperative that offers access to competitively procured purchasing contracts to its membership; and

WHEREAS, the Director of Facilities Management has indicated they have a use for said membership; and

WHEREAS, authority for such services in Ohio is granted under Ohio law, OHIO. REV. CODE ANN. § 9.48. These competitively bid cooperative purchasing services are extended to all Ohio State, City, and County Government agencies; and

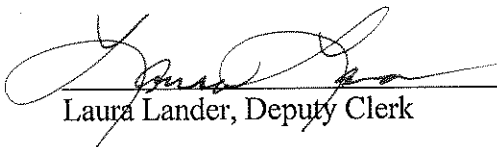
NOW THEREFORE BE IT RESOLVED, to authorize Trevor Hearn, Facilities Management Director, to submit application to participate in The Interlocal Purchasing System (TIPS). Copy of application attached hereto and made a part hereof.

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

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

Resolution adopted this 9th day of July 2019.

BOARD OF COUNTY COMMISSIONERS



Laura Lander, Deputy Clerk

cc: Facilities Management (File)
OMB (File)

SIGN UP ALL CONTRACTS ALL VENDORS

Search

HOME CONTRACTS MEMBERSHIP VENDORS SOLICITATIONS ELECTRIC POWER ABOUT US

TIPS MEMBERSHIP FORM

AGENCY INFORMATION

Agency Name: Warren County Commit Contact Name: Trevor Hearn

Contact Email: Trevor.Hearn@co.warren.oh.us Repeat Contact Email: Trevor.Hearn@co.warren.oh.us

** Required fields*

Title Position: Director of Facilities Ma

IS YOUR AGENCY INTERESTED IN ANY PARTICULAR CATEGORY?

Select all that Select one or More

APPLY **All Categories:**

- 457 Defined Contribution Plans (171101)
- Academic Curriculum, Instructional Materials and Services (180302)
- Agricultural and Animal Equipment, Supplies and Services (170501)
- Asbestos, Mold, Lead and other Hazardous Building or Site Contaminants Abater
- Assistive Technology Goods and Services (170101)
- Audio Visual Equipment, Supplies and Services (171001)
- Auditorium, Stadium, Field Seating, Bleachers and Installation Services (170801)

[^] Hold down the Ctrl (windows) / Command (Mac) button to select multiple Categories.

AGENCY ADDRESS

Mailing Address: 406 Justice Drive

Address 2:

City: Lebanon

State: Ohio

Zip: 45036

Agency Phone: (513) 895-1250

Agency Fax: (513) 895-2999

Website:

ADDITIONAL CONTACT NAME

Contact Name: Trevor Hearn

Title Position: Director of Facilities Managemer

Email: Trevor.Hearn@co.warren.oh.us

Address: 406 Justice Drive

City: Lebanon

State: Ohio

Zip:

SECONDARY CONTACT

Contact Name: Tiffany Zindel

County Administrator

Title Position

Email Tiffany.Zindel@co.warren.oh.us

Address 406 Justice Drive

City Lebanon

State Ohio

Zip 45036

Phone (513) 895-1250

Fax (513) 895-2999

NO CHANGE OF VENUE REQUESTED (YOU MAY REQUEST VENUE CHANGES HERE)

CURRENT VENUE Camp County

Select VENUE STATE Texas

How Did you Hear About TIPS?

Vendor Company Prodigy Building Solutions

Print Advertisement

Web Advertisement

Web Search

Tips Representative

Other

Register »

TIPS Membership Agreement

For use when an Interlocal governmental agreement is not required by statute to be approved by the governing bodies of the entities. (NOT VALID IN TEXAS FOR GOVERNMENTAL ENTITIES)

Purpose:

This agreement, when executed by the parties, permits the member entity, when permitted under applicable purchasing cooperative statutes of the home jurisdiction of the member entity, to make lawful purchases through TIPS contracts under the same terms and conditions and proposed pricing as lawfully awarded by TIPS for the purposes of TIPS or its members. The purpose of the TIPS Program shall be to increase efficiency, effectiveness and to obtain substantial savings for participating school entities or public entities through cooperative purchasing.

Disclaimer:

Each Member entity is responsible for following their applicable state or federal procurement statutes when utilizing cooperative purchasing agreements, or joint power agreements with another state's public entities. In addition, the Member is responsible for ensuring the vendor complies with the terms and conditions of the contract and Members are solely responsible for dispute resolution with a non-performing vendor. TIPS will endeavor to provide assistance with vendor relations and compliance to the extent it is feasible.

Term:

This Agreement (hereinafter the "Agreement") shall be effectively immediately and shall remain effective unless either party terminates this Agreement by providing thirty (30) days written notice of the termination to the other party.

The Interlocal Purchasing System Program (TIPS) agrees to:

- 1) Provide for the organizational and administrative structure of the program.
- 2) Provide staff necessary for efficient operation of the program.
- 3) Provide marketing of the program to expand membership, number of vendor awarded contracts and commodity categories.
- 4) Initiate and implement activities legally required under Texas law for competitive procurement and vendor award process including posting, advertising, collecting proposals, scoring proposals, and award of contracts.
- 5) Provide members with procedures for ordering, delivery and billing.
- 6) Maintain filing system for all bidding procedure requirements.
- 7) Collect fees from vendors and/or other sources to legally compensate TIPS and by association, the lead governmental entity, Region VIII Education Service Center, as required by law, for the services provided to TIPS members.

The TIPS Member Entity agrees to:

- 1) Commitment to participate in the program by an authorized signature on membership forms.

- 2) Designation of primary contact and technology contact for entity.
- 3) Commitment to purchase products and services from TIPS Vendors when in the best interest of the entity.
- 4) Prepare purchase orders issued to TIPS Awarded Vendor and provide the relevant purchase order information to TIPS according to TIPS procedures.
- 5) Accept shipments of products ordered from Awarded Vendors in accordance with standard purchasing procedures.
- 6) Pay awarded vendors in a timely manner for all goods and services received.
- 7) Follow the terms and conditions of the awarded contracts.
- 8) Report to TIPS if awarded vendors fail to perform as contracted.

This Agreement, inclusive of its references, represents the entire, agreement between the Member and TIPS. No other agreements, verbal or otherwise, are valid unless agreed by the parties in writing or through electronic communication. Electronic communication may include registering with TIPS via the TIPS website and agreeing to terms and conditions through that registration process or updates thereto. This agreement may be modified from time to time, upon which the parties may agree to the changes in writing or by an electronic communication as described above.

General Provisions:

The Parties agree to comply fully with all applicable federal, state, and local statutes, ordinances, rules, and regulations in connection with the programs contemplated under this Agreement. This Agreement is subject to all applicable present and future valid laws governing such programs.

If any term(s) or provision(s) of this Agreement are held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect.

The Parties to this Agreement expressly acknowledge and agree that all monies, if any, paid pursuant to this Agreement shall be paid from budgeted available funds for the current fiscal year of each such entity.

No Party to this Agreement waives or relinquishes any immunity or defense on behalf of themselves, their directors, officers, employees, and agents as a result of its execution of this Agreement and performance of the functions and obligations described herein.

Choice of Law and Venue:

This agreement and any addenda or other additions and all contracts or awards resulting from this procurement process, however described, shall be governed by, construed and enforced in accordance with the laws of the State of Texas, regardless of any conflict of laws principles.

Any Proceeding arising out of or relating to this procurement process or any contract resulting from or any contemplated transaction shall be brought in a court of competent jurisdiction in Camp County, Texas and each of the parties irrevocably submits to the exclusive jurisdiction of said court in any such proceeding, waives any objection it may now or hereafter have to venue or to

convenience of forum, agrees that all claims in respect of the Proceeding shall be heard and determined only in any such court, and agrees not to bring any proceeding arising out of or relating to this procurement process or any contract resulting from or any contemplated transaction in any other court. The parties agree that either or both of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and freely bargained for agreement between the parties irrevocably to waive any objections to venue or to convenience of forum. Process in any Proceeding referred to in the first sentence of this Section may be served on any party anywhere in the world.

Remedies:

The parties shall be entitled to exercise any right or remedy available to it either at law or in equity, subject to the choice of law, venue and service of process clauses limitations agreed herein. Nothing in this agreement shall commit the TIPS or the Education Service Center Region VIII to an arbitration resolution of any disagreement under any circumstances. Any issues not resolved hereunder must be referred to non-binding mediation to be conducted by a mutually agreed upon mediator as a prerequisite to the filing of any lawsuit over such issue(s). The parties shall share the mediator's fee and any associated filing fee equally. Mediation shall be held in Camp, County, TX or a site agreed in writing by the parties.

Camp

Alternative Dispute Resolution:

Prior to filing of litigation, the parties shall select non-binding mediation as a method of conflict resolution for issues arising out of or relating to this procurement process or any contract resulting from or any contemplated transaction. The parties agree that if non-binding mediation is chosen as a resolution process, the parties must agree to the chosen mediator(s) and that all mediation venue shall be at a location in Camp, County, TX agreed by the parties. The parties agree to share equally the cost of the mediation process and venue cost.

Authority:

I affirm that by submitting this agreement to TIPS, that I am an authorized signatory to act for and bind the entity I am registering at this time.

Member Agency: Warren County Commissioners

Change of Venue: NA (Camp County , TX)

Authorizing Agent: Trevor Hearn

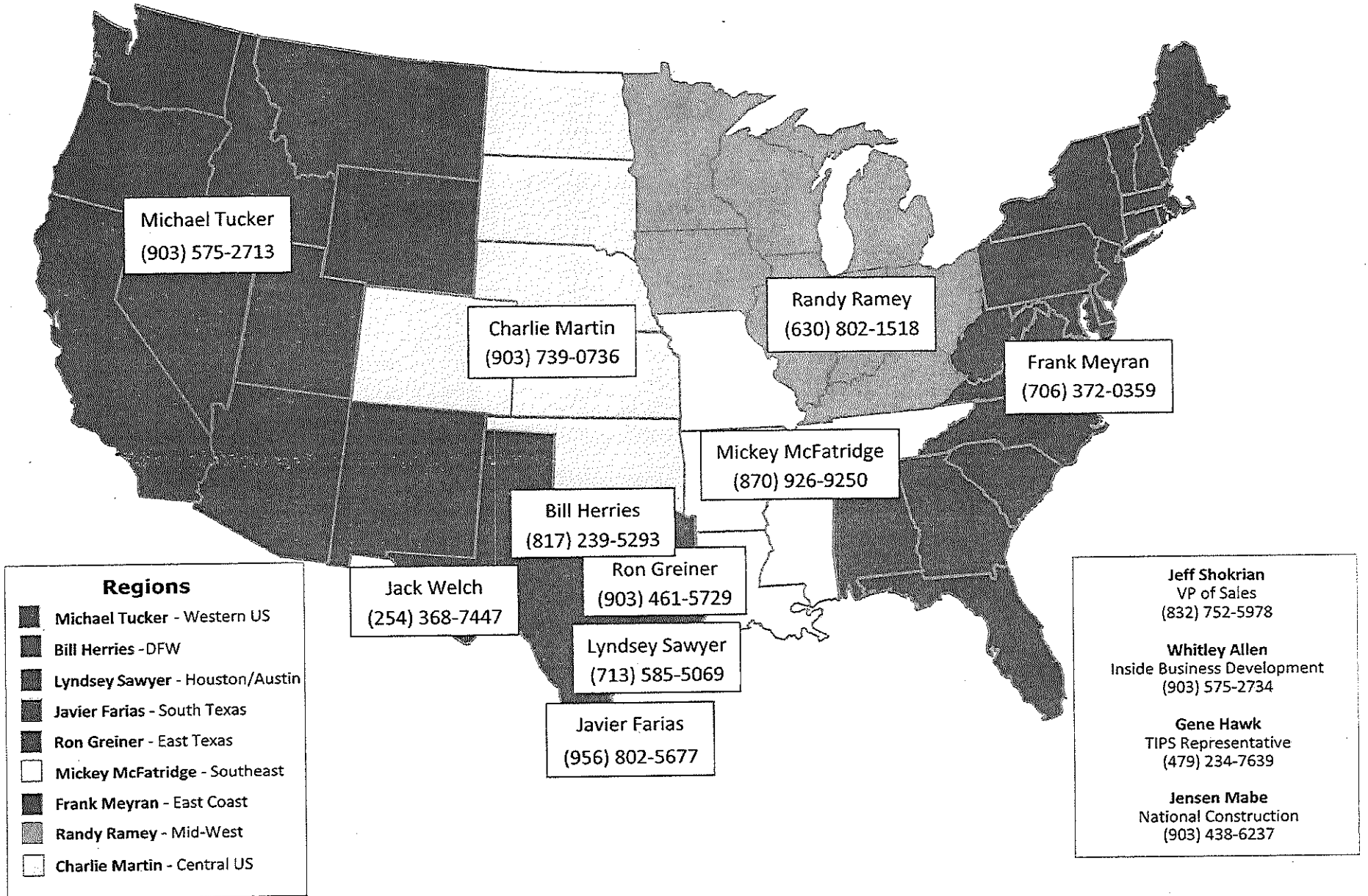
Membership Date: 07/09/2019

Lead Agency: Region 8 Education Service Center

Authorized Signature: Dr. David Fitts

Title: Executive Director

TIPS-USA REPRESENTATIVES



*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 19-0872

Adopted Date July 09, 2019

AUTHORIZE THE PRESIDENT OF THE BOARD TO ENTER INTO A SERVICE AGREEMENT WITH DAIOHS FIRST CHOICE COFFEE SERVICES FOR EQUIPMENT AND SUPPLIES ON BEHALF OF THE WARREN COUNTY AUDITOR'S OFFICE

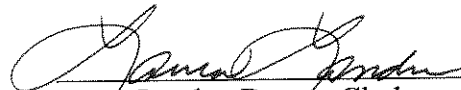
BE IT RESOLVED, to authorize the President of the Board to enter into a Service Agreement, for coffee service and supplies, with Daiohs First Choice Coffee Services; copy of said agreement attached hereto and made a part hereof.

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

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

Resolution adopted this 9th day of July 2019.

BOARD OF COUNTY COMMISSIONERS



Laura Lander, Deputy Clerk

cc: c/a—First Choice Coffee Supplies
Auditor (file)

SERVICE AGREEMENT

(branch locations on back of this form)

DATE ORDERED 6/11/19
 INSTALL DATE _____
 RE-SIGN DATE _____

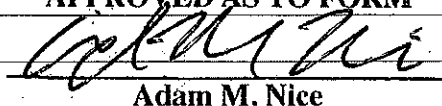
NEW INSTALL ADD'L LOCATION ADD'L RENTAL EQUIP.

ACCOUNT NO. _____ MULTI LOCATION # _____
 COMPANY WARREN COUNTY AUDITOR
 SHIP TO ADDRESS 406 JUSTICE DR #223
 CITY WARREN LEBANON STATE OH ZIP 45036
 TELEPHONE (513) 695-1235 CONTACT BEV WOOLEY
 DECISION MAKER _____
 BILL TO ADDRESS BWOOLEY@WLAUDITOR.ORG
 CITY _____ STATE _____ ZIP _____

COFFEE ITEMS		
COFFEE BLEND	<u>LONA 2.0</u>	PRICE <u>36.95</u>
COFFEE BLEND	<u>SUMMIT 1.5</u>	PRICE <u>34.75</u>
COFFEE BLEND	<u>BECK DECAF</u>	PRICE <u>32.95</u>
CUSTOMER'S MINIMUM MONTHLY COFFEE CASE USAGE FL _____ REG. _____ DECAF _____		

CUSTOMER MINIMUM MONTHLY MISC. PRODUCT USAGE		
PRODUCT(S)	QTY	PRICE
<u>CREAM CAN</u>	<u>EA</u>	<u>1.75</u>
<u>SUGAR CAN</u>	<u>EA</u>	<u>1.95</u>
<u>SWYLOW 400CT</u>	<u>BX</u>	<u>11.50</u>
<u>STIR STIX 1000c</u>	<u>BX</u>	<u>2.50</u>
<u>BIBELON</u>	<u>BX</u>	<u>5.10</u>
<u>COLDA 500CT</u>	<u>BX</u>	
<u>MINT MILD</u>		
<u>LEMON</u>		
<u>EARL GREY</u>		
WATER		

LOANED / LEASED EQUIPMENT				
OF UNITS	DESCRIPTION & SERIAL NO.	SUITE #	MTH CHARGE	INSTALLED
<u>1</u>	<u>FL SUPER BOWL</u>		<u>0</u>	<u>0</u>
<u>1</u>	<u>OLS FILTER</u>		<u>\$50</u>	
	<u>CHANGES @ COMOS</u>		<u>\$50-</u>	

APPROVED AS TO FORM

Adam M. Nice
 Asst. Prosecuting Attorney

TYPE OF BREWING DISPENSERS: SUPERBOWLS
 REG. _____ DECAF _____ FLAVORED _____
 MOVING CHG. _____ INSTALLATION CHG. _____
 PREVIOUS SERVICE _____
 INSTALLATION CHARGE WAIVED AT TIME OF INSTALLATION YES NO
 INSTALLED BY [Signature] DATE _____

OFFICE USE ONLY
 OPEN ACCT.; N10 _____ COD _____

TERMS & CONDITIONS OF THE BEVERAGE SERVICE AGREEMENT

- The term of this Agreement is for a period of 30 months. It will be automatically renewed for recurring 12 month periods unless cancelled by either party with 90 days written notice prior to the end of the current term.
- This agreement may not be cancelled by Company without cause prior to the expiration of the initial term. In the event Daiohs First Choice Coffee Services fails to perform as set forth in this Agreement, Company shall provide Daiohs First Choice Coffee Services with written notice, specifying the nature and extent of the deficiencies and demanding cure. If such deficiency is not cured within thirty (30) days following the date of such notice, then company may terminate this Agreement for default by thirty (30) days written notice at the end of such case period. If customer breaches this Agreement, Customer shall pay Daiohs First Choice Coffee Services all damages suffered by Daiohs First Choice Coffee Services including its anticipated loss of profit on leased equipment and the sale of products during the remaining period of this Agreement based on Customer's Minimum Monthly product usage set forth above. Customer agrees that should Daiohs First Choice Coffee Services be required to incur costs and expenses, including attorney's fees in enforcing this Agreement, that Daiohs First Choice Coffee Services shall be entitled to recover said costs and expenses, including reasonable attorney's fees from Customer.
- Daiohs First Choice Coffee Services shall retain title to all equipment during the term of this Agreement. At no time will any of said equipment be disconnected, replaced, or moved in any manner, by any service or person except authorized Daiohs First Choice personnel.
- Invoices will be paid in full within 10 days of the receipt of invoice. All unpaid invoices over 30 days are subject to 1.5% interest per month or 18% per annum.
- All product used with the equipment must be purchased from Daiohs First Choice Coffee Services.
- All plumbing either existing or installed by Daiohs First Choice Coffee Services will be the liability of the customer 30 days after install date above.
- The price for coffee as specified on this agreement shall not be increased during the initial term hereof, except to the extent of an actual direct price increase to Daiohs First Choice Coffee Services as received from its coffee supplier.
- If installation charges are waived by Daiohs First Choice Coffee Services at time of installation and customer terminates this agreement at any time prior to current expiration date, with or without cause, then installation charges as stated above hereof are due and payable immediately.
- Company will maintain the equipment in good and sanitary condition. If the equipment is damaged, destroyed or lost by fire, theft or any other cause, Company shall pay Daiohs First Choice Coffee Services the full replacement cost of the equipment.
- In the event Customer sells, transfers or assigns any interest in customer, this Agreement shall insure to the benefit of and be binding upon its transferee, assignee or successor-in-interest. Daiohs First Choice may assign, sell or transfer its interest in this Agreement without the consent of customer.

SALES REPRESENTATIVE [Signature]
 ACCEPTED ON BEHALF OF DAIOSHS FIRST CHOICE COFFEE SERVICES:
 MANAGER _____

I hereby represent that I am authorized to enter into this agreement on behalf of customer. I accept all terms & conditions of this agreement.
 AUTHORIZED SIGNATURE [Signature]
 PRINT NAME Shannon Jones
 TITLE President DATE 7/9/19

Resolution

Number 19-0873

Adopted Date July 09, 2019

APPROVE AND ENTER INTO CONTRACT WITH K & T TIRES TOWING TO PROVIDE TOWING AND STORAGE SERVICES, ON BEHALF OF THE WARREN COUNTY SHERIFF'S OFFICE


BE IT RESOLVED, to approve and authorize the President of the Board to execute a contract by and between the Board of County Commissioners, on behalf of the Warren County Sheriff's Office, and K & T Tires Towing for towing and storage services; said agreement is attached hereto and made a part hereof.

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

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

Resolution adopted this 9th day of July 2019.

BOARD OF COUNTY COMMISSIONERS



Laura Lander, Deputy Clerk

cc: c/a – K & T Tires Towing
Sheriff (file)

Warren County, Ohio
Towing Contract for the Warren County Sheriff's Office

This Contract is made this 18 day of June, 2019 by and between the Board of Warren County Commissioners "County" on behalf of the Warren County Sheriff's Office "WCSO", 822 Memorial Drive, Lebanon, Ohio 45036, and

Company name: H&T Tires Towing
Address: 201 S MARY ELLEN South Lebanon, OH 45065
By: Kelly & Terry Fannin, its duly authorized Owner
Name Title

hereinafter known as "Contractor."

Recitals

Whereas, from time to time, the WCSO has need for the provision of towing and vehicle storage services, wrecker services and/or the removal or impound of vehicle (hereinafter "services"), in accordance with law; and

Whereas, the Contractor has adequate equipment to service tow calls from the WCSO and to remove such vehicles, and has storage facilities to store the same,

Witnesseth, that for the mutual promises contained herein, the parties do hereby agree as follows:

1. Other Contracts: The WCSO reserves the right to enter into other contracts for the same services with other Contractors. The Contractor hereby waives any claim for damages or extra compensation by reason of any real or supposed interference with the Contractor's performance of services under this contract due to these other contracts.

1.1 All Contractors will be placed on an alphabetical list for on-call rotation of services. This list will be maintained by the WCSO and provided to the Warren County Communications Center (WCCC). When requested by a WCSO employee, WCCC will contact the first Contractor whose services are available in the relevant district of patrol as established in Attachment 1. Should that Contractor be unavailable or unable to complete the service requested in a reasonable time or manner, the next available Contractor from the on-call rotation list will be contacted for services.

2. Availability: The Contractor shall be available by telephone (not pagers) to provide services twenty-four (24) hours per day, seven (7) days per week. In addition, the Contractor shall respond in a reasonable amount of time. The Contractor shall provide an estimated time of arrival. If the WCSO deems the response time is too long, WCSO may seek the next available contractor to respond. **The WCSO has the right to establish limited, areas of response to be served by Contractor based upon the geographical locations of the Contractor and their relation to established districts of patrol. The Contractor may make a request to be included in areas of response as provided in the attached district map (Attachment 1), however whether to include Contractor in an area of response shall be at the**

the owner to retrieve any personal items from the vehicle without retrieving the vehicle or paying any fee during these same hours; however, that no owner shall be permitted to retrieve any personal items if the WCSO placed a hold on the personal items in the vehicle. For purposes of this contract, personal items do not include items attached to the motor vehicle.

- D. The Contractor agrees not to release any impounded or seized vehicle which requires a release except upon the written order of the WCSO. If the vehicle requires a release, the WCSO shall place a hold on the vehicle and the Contractor shall assume custody of the vehicle until the same is released by the WCSO.

5. Fees:

A. Vehicles Ordered Impounded/Seized:

- Vehicles which gross vehicle weight is under 10,000 pounds:

Towing Fees: \$150.00

Storage Fee: Not more than \$25.00 per twenty-four (24) hours after initial twenty-four (24) hours.

- Vehicles which gross vehicle weight are over 10,000 pounds (Heavy Duty): The contractor is expected to stay within the usual customary rates as established and on file.

- B. Vehicles Towed from Private Residential or Agricultural Property will be in strict compliance with ORC 4513.60.

- C. Additional charges may be applied when the wait time exceeds one (1) hour upon arrival on scene, when there is extensive scene cleanup, or when additional wreckers or labor are required at the scene. Should additional wreckers be required the established rates above are applicable. Additional labor may be billed in fifteen (15) minute increments, up to a maximum of \$100.00 per hour.

- D. If the owner of an abandoned vehicle arrives after the vehicle has been prepared for removal but before the actual removal, the Contractor must give the vehicle owner the opportunity to pay a fee of not more than \$75.00 for vehicles under 10,000 pounds and not more than established rates for Heavy Duty vehicles in order to obtain release of the vehicle. Upon payment of the fee, the Contractor shall give the owner a receipt showing both the full towing fee normally assessed and the actual amount received, and shall release the vehicle to the owner.

- E. The WCSO reserves the right to review any charges made by the Contractor pursuant to this contract. If the WCSO deems necessary it shall conduct an administrative review of the Contractor procedure and charges. If the Contractor is found to have violated any terms of this contract, the Contractor may be suspended or removed from the rotation.

discretion of the WCSO. The Contractor shall notify the WCSO of any periods during which the Contractor shall be unavailable to provide services.

3. Services:

- A. Services include vehicle retrieval/removal, loading, securing, scene clean-up, and storage of the vehicle(s) as designated by the WCSO.
- B. All vehicles towed pursuant to this contract shall be towed to the Contractor's place of business unless the WCSO requests the vehicle be towed to another location including, but not limited to: The Warren County Sheriff's Office, Warren County Drug Task Force or the Miami Valley Regional Crime Lab.
- C. The Contractor agrees that when towing a vehicle ordered into storage by the WCSO, it shall deliver that vehicle to the location designated by the WCSO not more than two (2) hours after it is removed.
- D. The Contractor shall not respond to the scene of an accident or emergency for purposes of providing towing or wrecker services unless dispatched to the location by the WCSO, or unless engaged by a third person having a direct ownership interest in the vehicle(s) involved.
- E. WCSO employees, when at the scene, are completely in charge of the scene or event, and the Contractor shall at all times follow the directions of the WCSO employee regarding scene safety.

4. Storage:

- A. The Contractor shall have adequate storage space for vehicles; this includes storage of buses, commercial tractor/trailers and semitrailers, if equipped to tow such vehicles, when the need arises. The storage area must comply with Ohio Revised Code and local zoning and health regulations. The Contractor shall not store towed vehicle upon public streets, alleys or other public ways or unprotected private property. The Contractor shall properly and within two (2) hours secure all vehicles towed at the request of the WCSO.
- B. If a towed vehicle which has been ordered into the Contractor's possession is stored at a location other than the Contractor's place of business, it is the responsibility of the Contractor to promptly provide transportation for the person claiming the vehicle. It shall further be the duty of the Contractor to render assistance in delivering the vehicle from its storage space when necessary.
- C. The Contractor shall be available to release any vehicle stored pursuant to this contract, except those vehicles which require a release from the WCSO, between the hours of 9:00 a.m. and 5:00 p.m., Monday through Friday, excluding National Holidays. Upon the presentation of proof of ownership of the vehicle, the Contractor shall permit

6. Release of Vehicles:

- A. Abandoned Vehicles: If the WCSO requests the vehicle be towed because it is an abandoned vehicle, once the vehicle has been towed, the vehicle owner is responsible for paying the towing and storage fees to reclaim the vehicle. The Contractor may release the vehicle to the owner, upon proof of ownership and payment of charges due, without the approval of the WCSO. This shall be clearly marked on the Tow Card provided by the WCSO employee.
- B. Seized Vehicles: If the WCSO orders a vehicle be towed for any other reason, and the Tow Card is marked "Hold", the Contractor shall not release the vehicle without prior written approval of the WCSO.
- C. Unclaimed Vehicles: The Contractor shall notify the WCSO of any vehicle ordered into storage; a hold has not been placed, and has not been claimed within thirty (30) days. The WCSO shall then have the right, in its sole discretion, to:
 - Sell the vehicle at public auction and pay the towing and storage fees from the proceeds of the sale; or
 - Assign the vehicle to the Contractor by delivering to the Contractor two copies of the salvage certificate title. If the WCSO assigns the vehicle to the Contractor, such assignment shall be in full satisfaction for any towing and storage fees due on the vehicle. Upon disposing of said vehicle, the Contractor must complete the required Tow Company Profit Report Form provided by the WCSO and immediately return to the WCSO.

7. Abandoned Junk Motor Vehicles:

- A. An abandoned junk motor vehicle means a vehicle that is:
 - Three (3) years old or older;
 - Extensively damaged (missing wheels, tires, motor, transmission, etc.);
 - Apparently inoperable; and
 - Has a fair market value of \$1,500.00 or less.
- B. The Contractor shall complete the required Abandoned Motor Vehicle Form provided by the WCSO. The Contractor must provide on the form a true and accurate description of the vehicle, as well as a true estimate of the vehicle's value. Upon receiving the required form, the WCSO shall take detailed photographs and execute the required paperwork.
- C. The WCSO shall execute in quadruplicate the affidavit prescribed by the registrar of the motor vehicles, describing the motor vehicle and the manner in which it was disposed of. Monies received by the Contractor from the disposal of a junk motor vehicle are in full satisfaction of any towing and storage fees due on the vehicle.

- D. If the vehicle meets the definition of junk motor vehicle excepting that it is not three (3) years old, the vehicle shall be stored by the Contractor and not immediately disposed of. The Contractor shall then notify the WCSO of any such vehicle which is not claimed within thirty (30) days and it shall be classified as an Unclaimed Vehicle as listed in Section 6. C.

8. Responsibilities and Indemnification:

- A. The Contractor hereby agrees to assume responsibility for the vehicle from the time the vehicle is prepared for towing until such time as the vehicle is no longer in the Contractor's physical control. Further, the Contractor agrees that it shall be solely responsible and assumes all liability for any and all damages caused during or after towing and storage including, but not limited to, missing, stolen or exchanged parts or accessories, or damage to the interior or exterior of the vehicle.
- B. The Contractor hereby agrees to protect, indemnify and hold harmless the County, WCSO, its employees, officials, divisions and departments against any and all actions, claims, demands or liabilities for injury or damage to persons or property arising from the performance of the Contractor's duties under this contract by any person, and shall pay all expenses which the WCSO and/or County may incur in the investigation and/or defense of any such claim, including attorney fees and court costs.
- C. Notwithstanding the foregoing, the Contractor shall not bear liability for any claims caused by the WCSO wrongfully ordering a vehicle to be towed and/or stored.

9. Insurance:

- A. The Contractor shall not commence work under the contract until it has obtained all insurance required under this paragraph. The policies shall also protect the WCSO and County and their employees and agents as additional insured parties. Certified copies of the insurance policies, fully executed by officers of the insurance company, shall be submitted with the executed contract. Coverage shall be provided through insurance companies licensed to do business in the State of Ohio and with a Best Rating of A- or better.
- B. During the term of the contract, the Contractor shall provide evidence of insurance in the amounts stated below. The Contractor may also be required to submit the original insurance policies for inspection and approval of the County. Said policies shall provide that they cannot be cancelled, permitted to expire, or be changed without fifteen (15) days advanced written notice to the County. The Contractor shall provide all insurance required by this contract.
- C. The Contractor shall maintain during the life of the contract, Comprehensive General Liability Insurance with limits of \$1,000,000.00 Per Occurrence, \$2,000,000.00/Aggregate, with no interruption of coverage during the entire term of the contract. No policy of Comprehensive General Liability coverage that provides only

excess coverage for an additional insurance is permitted. Contractor shall also carry Automobile Liability Insurance with limits of \$1,000,000.00 Per Occurrence/Aggregate. Such policies shall protect the Contractor and the County from any and all claims or damages for bodily injury, including accidental death, as well as any and all claims for property damage, during the performance of services under the Contract, whether such performance be by the Contractor, any subcontractor, or by anyone directly or indirectly employed by either of them, or in any such manner as would impose liability on the County. Contractor agrees that if any Comprehensive General Liability coverage is on a "claims made" basis, the policy provide that in the event this contract is terminated, Contractor shall continue such policy in effect for the period of any statute or statutes of limitation application to claims thereby insured, notwithstanding the termination of contract.

10. Term: This contract shall be in effect from June 18, 2019 through June 18, 2019. Thereafter, this contract shall automatically renew for one-year terms. However, this contract may be terminated by either party at any time and for any reason upon fifteen (15) days written notice to the other party. Notice shall be deemed given upon receipt and shall be delivered by certified mail, return receipt requested, to the other party's address or shall be hand delivered. The contract terms and prices for services rendered shall also be reviewed periodically by the parties.

11. Safety Regulations:

- A. The Contractor shall at all times exercise every precaution for the protection of persons, including its employees, and property, and shall guard against creating any unnecessarily hazardous condition.
- B. The Contractor shall keep itself fully informed of, and shall strictly observe and comply with, all applicable federal, state, county, city and local laws, rules, regulations, and ordinances. Specifically, the Contractor shall meet all requirements of the Public Utilities Commission of Ohio (PUCO), including Federal Motor Carrier Safety Regulations (FMCSR), unless exempt from PUCO's registration requirements and FMCSR. In addition, the Contractor shall be required to give all notices and pay all fees for any required permits, licenses or inspections.
- C. Should the Contractor at any time find that any requirement of the contract is at variance with any applicable law, rule, regulation, requirement, order or decree, it shall promptly notify the Warren County Sheriff.

12. Assignment: Neither this contract, nor any part thereof, nor any funds to be received thereunder by the Contractor shall be assigned, except upon prior written permission of the County.

13. Independent Contractor Status: At all times during the term of the contract, the Contractor shall be and remain as an Independent Contractor with respect to all services performed under the contract. The Contractor agrees that all income reporting requirements to the U.S.

Government, the State of Ohio and any local governments are its responsibility and not that of the County. The Contractor shall be responsible for the payment of all taxes including, but not limited to, federal, state and local taxes; social security taxes, unemployment insurance taxes and any other taxes or license fees required by law, for its officers, agents and employees. The Contractor agrees that neither it, nor any of its officers, agents or employees are entitled to receive worker's compensation, unemployment compensation, vacation leave, sick leave or any other fringe benefits provided to the employees of the County or any other County agency under this contract. Contractor acknowledges that under this contract the County is not required to contribute to the Ohio Public Employees Retirement System on behalf of the Contractor, its officers, agents or employees, nor is the Contractor eligible to contribute to or receive benefits from said system.

14. This contract represents the entire and integrated agreement of the parties, and supersedes all prior negotiations, representations, and/or agreements, written or oral. This contract may only be modified or amended by a written agreement between the parties. This contract, and all rights and obligations of the parties hereunder, shall be construed and governed by the laws of the State of Ohio with venue located in the courts of Warren County, Ohio. To the extent that any provision of this contract is held to be invalid, that provision shall be deemed deleted from this contract and the remaining provisions shall remain in full force and effect.

Witness our signatures:

Contractor:

Board of Warren County Commissioners:

Kelly M Fannin & Terry Fannin
Signature

By: Shawn J...
President, pursuant to Resolution No. 19-0873

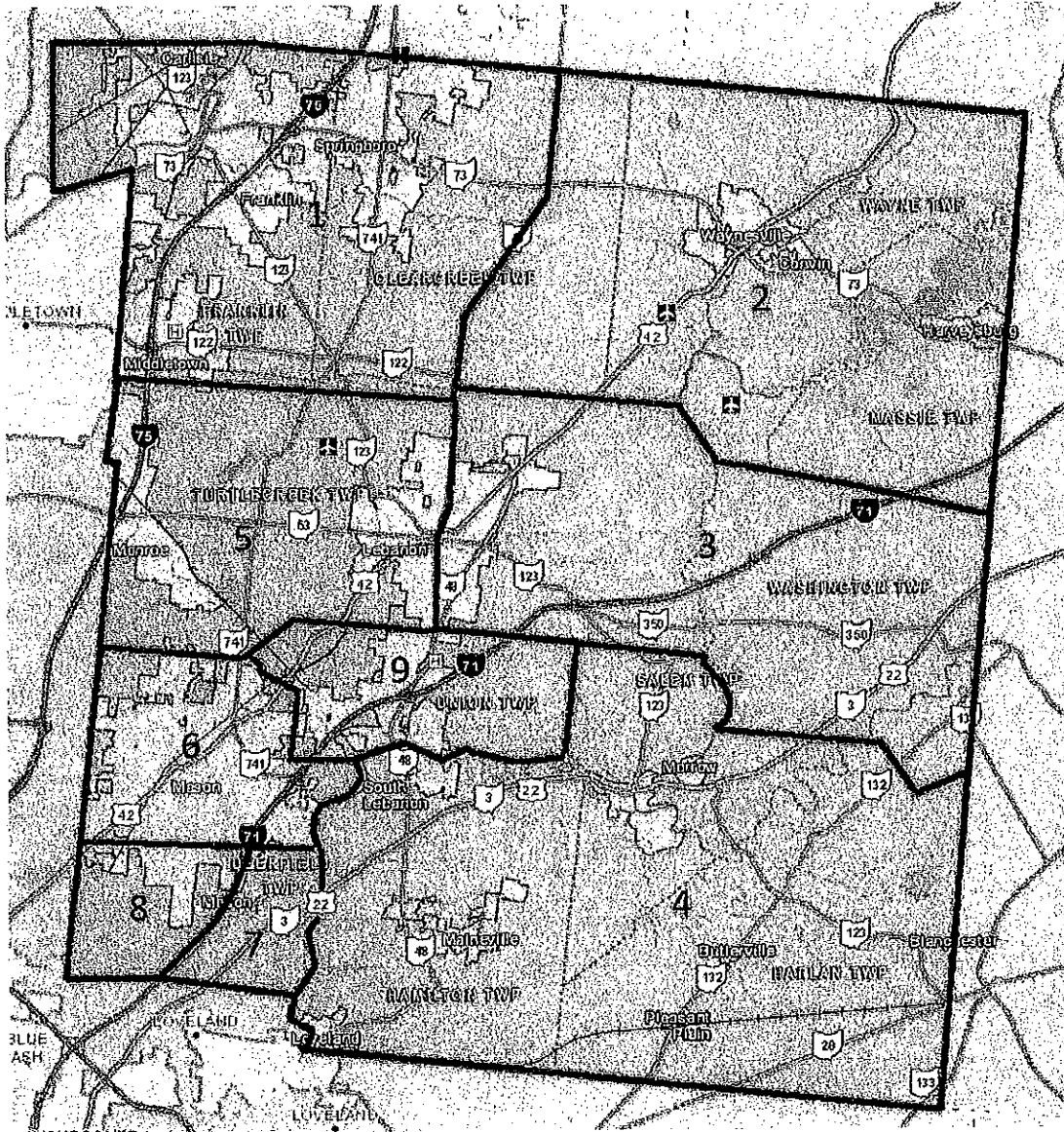
Kelly Fannin & Terry Fannin
Print Name

OWNER
Title

APPROVED AS TO FORM

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

Attachment 1



Contractor must complete the following:	Administrative Use Only
Indicate if you are capable of towing vehicles which weigh more than 10,000 pounds: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Rate sheet on file: <input type="checkbox"/> Yes <input type="checkbox"/> No
Using the District Map above, indicate which Districts you wish to serve: <input checked="" type="checkbox"/> 1 <input checked="" type="checkbox"/> 2 <input checked="" type="checkbox"/> 3 <input checked="" type="checkbox"/> 4 <input checked="" type="checkbox"/> 5 <input checked="" type="checkbox"/> 6 <input checked="" type="checkbox"/> 7 <input checked="" type="checkbox"/> 8 <input checked="" type="checkbox"/> 9	Based on geographical location of the Contractor, are these service Districts approved? <input type="checkbox"/> Yes <input type="checkbox"/> No

Auto-Owners INSURANCE

LIFE • HOME • CAR • BUSINESS

LESSOR EVIDENCE OF INSURANCE

Policy Number: **52-336968-00**
 Policy Term:
 12:01 AM to 12:01 AM
05/28/2019 to 05/28/2020

The following information has been sent to you on behalf of the insurance company listed above since you are shown as having an interest in the insurance policy listed. If you would like additional information or you believe that you received this in error, please contact the insurance agency below.

Date: 05/28/2019	Agency Code: 03-0773-00
Client: TERRY FANNIN JESSE BRANHAM	Agent: NICHOLAS L BOGAN Agency: SENOUR-FLAHERTY INSURANCE A
Address: 201 S MARY ELLEN ST SOUTH LEBANON, OH 45065-1317	Address: 7451 S MASON MONTGOMERY RD MASON, OH 45040-6815
Phone: (513) 480-1369	Phone: (513) 398-6966

Lessor

Lessor and Additional Insured: **JESSE BRANHAM**
 Mailing Address: **2015 DEERFIELD RD**
LEBANON, OH 45036-6420
 Loan Number:

Vehicle Description

Coverage is afforded by this policy as indicated below:

ITEM1: **1999 FORD F550**

VIN: **1FDAF56F3XEA43901**

COVERAGES	LIMITS	DEDUCTIBLE
Combined Liability	\$1,000,000 each accident	
Uninsured Motorist	\$1,000,000 each person/\$1,000,000 each accident	
Underinsured Motorist	\$1,000,000 each person/\$1,000,000 each accident	
Medical Payments	\$10,000 each person	
Comprehensive	ACV not to exceed \$11,000 (SA)	\$250
Collision	ACV not to exceed \$11,000 (SA)	\$500
Additional Expense	\$150 per day, \$4,500 per loss	

OHIO COMMERCIAL AUTO & FLEET APPLICATION



LIFE • HOME • CAR • BUSINESS

Date Sent: 05/28/2019
Transaction Number: 03142

Auto-Owners Insurance Company
 Owners Insurance Company

APPLICANT/AGENCY INFORMATION			POLICY NUMBER 52-336968-00			
AGENCY SENOUR-FLAHERTY INSURANCE AGENCY INC		AGENCY CODE 03-0773-00	PRODUCER CODE	<input type="checkbox"/> PROPOSAL <input checked="" type="checkbox"/> ISSUE	<input checked="" type="checkbox"/> ANNUAL <input type="checkbox"/> 6 MONTH	PROPOSED EFFECTIVE DATE 05/28/2019
APPLICANT TERRY FANNIN, JESSE BRANHAM			FEIN	PHONE NUMBER (513) 480-1369		
ADDRESS 201 S MARY ELLEN ST CITY SOUTH LEBANON COUNTY WARREN STATE OH ZIP 45065-1317			DESCRIPTION OF APPLICANT'S BUSINESS GARAGE/SERVICE & TOWING OPERATION			
WEBSITE			YEAR BUSINESS STARTED 2016			
<input checked="" type="checkbox"/> INDIVIDUAL <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> CORPORATION	INSIDE CITY LIMITS <input type="checkbox"/> YES <input type="checkbox"/> NO	CUMULATIVE MULTI-POLICY DISCOUNT <input checked="" type="checkbox"/> TPP Pending <input type="checkbox"/> BOP <input type="checkbox"/> PERSONAL POLICIES		(PLEASE LIST POLICY NUMBERS) <input type="checkbox"/> COMMERCIAL UMB <input type="checkbox"/> FARM <input type="checkbox"/> LIFE/HEALTH/ANNUITY		
AUDIT INFORMATION						
Contact Name:			Contact Telephone Number:			
Address where audit is to be performed:						
BILLING INFORMATION						
ADD TO CURRENT BILLING ACCOUNT?: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO IF YES, BILLING ACCOUNT NUMBER:						
PAYMENT PLAN: <input type="checkbox"/> Agency Bill <input type="checkbox"/> Semi-annual <input type="checkbox"/> Quarterly		Initial Payment: \$ 109.52		Mail Insured's Copy of Policy to Agency? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
<input type="checkbox"/> Full Pay <input checked="" type="checkbox"/> Monthly		ALTERNATE BILLING ADDRESS:				
COVERAGES AND LIMITS						
COVERED AUTO SYMBOLS 1 - Any Auto 2 - Any Owned Auto 7 - Specifically Scheduled Autos 8 - Hired & Borrowed Autos 9 - Autos You Do Not Own Or Hire						
COVERAGES		SYMBOLS 1 2 7 8 9		LIMIT OF INSURANCE		
Liability		<input type="checkbox"/> <input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/> <input checked="" type="checkbox"/>		<input checked="" type="checkbox"/> Combined Liability \$ 1,000,000 each accident or <input type="checkbox"/> Bodily Injury \$ each person/\$ each accident <input type="checkbox"/> Property Damage \$ each accident Estimated Cost of Hire: <input type="checkbox"/> \$ <input type="checkbox"/> If Any		
Uninsured Motorist		<input type="checkbox"/> <input checked="" type="checkbox"/>		\$ 1,000,000 each person/\$ 1,000,000 each accident		
Underinsured Motorist		<input type="checkbox"/> <input checked="" type="checkbox"/>		\$ 1,000,000 each person/\$ 1,000,000 each accident		
Uninsured Motorist Property Damage		<input type="checkbox"/>		\$ each accident \$ deductible See Auto & Fleet Schedule		
Medical Payments		<input type="checkbox"/> <input checked="" type="checkbox"/>		\$ 10,000 each person or <input type="checkbox"/> See Auto & Fleet Schedule		
Excess Medical Payments		<input type="checkbox"/>		\$ each person or <input type="checkbox"/> See Auto & Fleet Schedule		
Physical Damage	Comprehensive		<input checked="" type="checkbox"/> <input type="checkbox"/>		\$ 250 deductible or <input type="checkbox"/> See Auto & Fleet Schedule	
	Collision		<input checked="" type="checkbox"/> <input type="checkbox"/>		\$ 500 deductible or <input type="checkbox"/> See Auto & Fleet Schedule	
	Road Trouble Service		<input type="checkbox"/>		\$ each occurrence or <input type="checkbox"/> See Auto & Fleet Schedule	
	Additional Expense		<input checked="" type="checkbox"/>		\$ 150 per day/\$ 4,500 per loss or <input type="checkbox"/> See Auto & Fleet Schedule	

ENDORSEMENTS							
Waiver of Our Right to Recover Payments		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Name:			
Waiver of Our Right to Recover Payments - Blanket		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No					
Designated Insured		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Name:			
Designated Insured - Blanket		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No					
Coverage for Certain Operations in Connection with Railroads		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Location:			
Employee Hired Autos		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Note: Hired Autos Liability is required when Employee Hired Autos is requested.			
Unlicensed RV Liability		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Medical Payments \$		each person	
Commercial Auto Plus Coverage Package		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No					
Broadened Coverage For Named Individuals - Drive Other Cars (Includes individual's spouse and resident family members)							
Name:		Veh #:		Name:		Veh #:	
DRIVER INFORMATION							
DRIVER INFORMATION AND DRIVING HISTORY							
#	DRIVER'S LICENSE NUMBER	LICENSE STATE	BIRTH DATE	NAME AS IT APPEARS ON DRIVER'S LICENSE	OPERATES WHICH VEHs? LIST VEH NUMBERS	YEARS OF COMMERCIAL DRIVING EXP.	RELATIONSHIP
1	RC781970	OH	06/05/1955	TERRY FANNIN			Owner
LIST ALL ACCIDENTS AND VIOLATIONS FOR ALL DRIVERS DURING THE PAST 3 YEARS							
#	DATE	ACCIDENTS (PROVIDE COMPLETE DETAILS)			VIOLATIONS		
PRIOR CARRIER INFORMATION							
APPLICANT'S PREVIOUS INSURANCE COMPANY (PAST 3 YEARS)							
INSURANCE COMPANY				POLICY NUMBER		TERM	
Motorists Mut Ins Co						09/01/2016 - 09/01/2019	
HAS APPLICANT HAD ANY POLICY OR COVERAGE DENIED, CANCELLED OR NON-RENEWED DURING PRIOR 3 YEARS?				<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		IF YES, EXPLAIN UNDER COMMENTS	
PRIOR LOSS INFORMATION							
PROVIDE COMPLETE DETAILS OF ALL LOSSES IN THE PAST 3 YEARS							
DATE	DRIVER	DESCRIPTION OF LOSS			LOSS FROM TRAILER (Y/N)	AT FAULT (Y/N)	AMT. PAID/PEND
		No Prior Losses					
LEASEHOLDER NAME AND ADDRESS							
LESSOR - ADDITIONAL INSURED AND LOSS PAYEE PROVISION - INDICATE VEHICLE NUMBER IF APPLICABLE							
# 1	Lessor - JESSE BRANHAM, 2015 DEERFIELD RD, LEBANON, OH 45036-6420						
LIENHOLDER NAME AND ADDRESS							
LOSS PAYABLES - INDICATE VEHICLE NUMBER IF APPLICABLE							
#							

COMMERCIAL AUTO & FLEET SCHEDULE
VEHICLE INFORMATION AND USE

Veh. # 1	Year: 1999	Make/Model: FORD F550	VIN: 1FDAF56F3XEA43901	Cost New \$	Stated/Agreed Amount* \$ 11,000
Garaging address if different:				# of Rear Axles	GVW 19,000
If a private passenger vehicle: please indicate driver and use (work, school, mileage, etc.)				Territory: 054	Stat Code: 23199
Auto-Owners Class	Class: MEDIUM TRUCK - COMM'L USE 100 (00721) NOT OTHERWISE SPECIFIED - MISCELLANEOUS			<input type="checkbox"/> Service	<input type="checkbox"/> Retail
Attached Equipment? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Include Liability? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Uninsured Motorist Coverage	Include UMPD? (Only if no collision) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input checked="" type="checkbox"/> Medical Payments \$ 10,000 each person
Description:		<input checked="" type="checkbox"/> Underinsured Motorist Coverage	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
<input type="checkbox"/> Excess Medical Payments \$ each person	<input checked="" type="checkbox"/> Comprehensive Ded \$ 250	<input checked="" type="checkbox"/> Collision Ded \$ 500	Road Trouble Service Limit \$	Additional Expense Limit \$ 150 / \$ 4,500	
<input type="checkbox"/> Waiver of Glass Ded		<input type="checkbox"/> Waiver of Coll Ded			
<input type="checkbox"/> Other					
Vehicle Count Factor Applies County Code: 083 - Warren					

* Stated amount is available for antiques, classics, converted vehicles, low speed vehicles, motorcycles, motor homes, and recreational vehicles and is optional for other vehicles 10 model years old and older. Agreed value is only available for Antiques and Classics.

FILINGS

MOTOR CARRIER FILINGS - Indicate necessary filings. Filings will be made only in those states listed below.
 NOTE: A COPY OF THE APPLICANT'S AUTHORITY/PERMIT MUST BE ATTACHED FOR EACH FILING REQUESTED.

ALABAMA	ILLINOIS	MISSOURI	SOUTH DAKOTA	DOT #
ARIZONA	INDIANA	NEBRASKA	TENNESSEE	FEDERAL FILING? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
ARKANSAS	IOWA	NORTH CAROLINA	UTAH	DOCKET NUMBER/ MC#:
COLORADO	KANSAS	NORTH DAKOTA	VIRGINIA	OHIO SPECIAL HAULING PERMIT? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
FLORIDA	KENTUCKY	OHIO	WISCONSIN	FEIN/SSN:
GEORGIA	MICHIGAN	PENNSYLVANIA		
IDAHO	MINNESOTA	SOUTH CAROLINA		

DOES THE APPLICANT HAVE MOTOR CARGO COVERAGE? YES NO

UNDERWRITING QUESTIONS

GENERAL INFORMATION (EXPLAIN ALL YES ANSWERS)

	Y	N		Y	N
1. Has any Auto-Owners Group company provided coverage for this applicant in the past five years? Please provide the policy number(s):		X	9. Are drivers required to adhere to a delivery schedule?		X
			10. Is the average daily driving time for any driver greater than 8 hours?		X
			11. Are any vehicles operated by drivers not listed on the application?		X
2. Does applicant own autos or trailers not scheduled on this application?	X		12. Does the applicant provide transportation services to passengers as part of their operations?		X
3. Are any scheduled vehicles titled to others?	X		13. Does the applicant haul for others?		X
4. Does applicant use rented or leased vehicles?	X		14. Does the applicant operate under permits of others?		X
5. Do employees use their own vehicles in this business?	X		15. Are any hazardous materials transported?		X
6. Has any vehicle been altered, modified or converted in any way?	X		16. Are drivers covered by workers compensation?		X
7. Does the applicant regularly review driver's motor vehicle records?	X		17. Are any vehicles rented/leased to others (other than bobtail/deadhead)?		X
8. Does the applicant have a driver safety program? If so, please submit a copy.	X				

AGENT'S COMMENTS

Estimated Total Premium: \$1,314.71
 Estimated Total Premium if Paid in Full: \$1,183.23
 The Paid in Full discount is not available for Agency Bill business.
 Premium based on rates effective:
 Coml Auto - 01/31/2019
 Mail copy of policy to agency for new business and renewals.
 Prior Carrier: INSURED THROUGH PRIOR PARTNER

AGENT'S COMMENTS

Merit Rating - 6% Credit

Method of Payment: Credit Card

Ohio

58159 (6-15)

UNINSURED MOTORIST COVERAGE AND UNDERINSURED MOTORIST COVERAGE REJECTION FORM

1. UNINSURED AND UNDERINSURED MOTORIST COVERAGE OPTIONS

We offer you Uninsured and Underinsured Motorist coverage with a limit equal to the Bodily Injury Liability coverage of your Commercial Auto policy. You may accept this Uninsured Motorist and Underinsured Motorist coverage limit, or reject Uninsured and Underinsured Motorist coverage entirely.

2. EXPLANATION OF COVERAGE

Uninsured Motorist coverage and Underinsured Motorist coverage provides monetary compensation for bodily injury, sickness, disease, including death, that you are legally entitled to recover from the owner or operator of:

- A. A motor vehicle for which no bodily injury liability coverage applies at the time of the accident,
- B. An underinsured motor vehicle. An underinsured motor vehicle is a motor vehicle for which coverage applies, but the limits of coverage available for payment to the insured under all bodily injury liability bonds and insurance policies covering persons liable to the insured are less than the limits for the insured's Underinsured Motorist coverage.
- C. A motor vehicle which is a hit-and-run vehicle, and whose operator or owner cannot be identified. Independent corroborative evidence is required in a hit-and-run situation.

Please be aware that any summaries of coverage contained in this notice are necessarily general in nature and not meant to replace the coverage descriptions provided in the Ohio Uninsured and Underinsured Motorist Coverage policy form filed and used by Auto-Owners Insurance Group Companies. This coverage form contains specific descriptions, definitions, exclusions, and conditions as allowed by Ohio law and approved by the Ohio Superintendent of Insurance.

Please discuss with your insurance agent any questions you may have about the coverage described in this notice and your coverage options.

3. REJECTION OF COVERAGE

I REJECT UNINSURED AND UNDERINSURED MOTORIST COVERAGE ENTIRELY. NO PREMIUM CHARGE WILL BE MADE FOR UNINSURED AND UNDERINSURED COVERAGE.

4. YOUR ACKNOWLEDGEMENT

By signing below, I acknowledge that:

- 1. I intend that my selection will apply to me and all other persons, or organizations that may be eligible for coverage under this policy.
- 2. I understand that my selection applies to all subsequent renewals, replacement, substitutions or amendments of my policy unless I request otherwise in writing.
- 3. I have read and understand the purpose and content of this form and the consequences of my selection.
- 4. The premiums for Uninsured Motorist coverage and Underinsured Motorist coverage have been disclosed to me.
- 5. I am legally authorized to make this selection for all persons or organizations, which are named insureds on this policy.

Printed Name

Signature

Date

APPLICANT'S STATEMENT

Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

IMPORTANT NOTICE REGARDING THE FAIR CREDIT REPORTING ACT: In making this application for insurance, it is understood that as part of our underwriting procedure, we may develop information using consumer reports and/or motor vehicle records. You will be notified whenever information from a consumer reporting agency results in an adverse action.

I declare the facts stated in this application to be true and request the Company to issue this insurance and any renewals thereof in reliance thereon.

Applicant's Signature_____
Date**PROXY DESIGNATION**

(Not Applicable in Owners Insurance Company)

I designate J.S. Tagsold, D.J. Thelen, and C.B. Muller, and each of them, attorneys and proxies, with power of substitution and revocation to each, to vote as proxy at all meetings of the Company and at any and all adjournments thereof. The powers hereunder shall be exercised by a majority of said attorneys and proxies so present, but if only one is so present, then that one shall have full power to act.

Applicant's Signature_____
Date**TO BE COMPLETED BY AGENT**

Is this new business to your agency?

 Yes No Coverage is bound

Was loss information reviewed with the applicant?

 Yes No_____
Agent's Signature_____
Date

Resolution

Number 19-0874

Adopted Date July 09, 2019

APPROVE AND ENTER INTO POOLED FUNDING AGREEMENT RELATIVE TO COORDINATED CARE

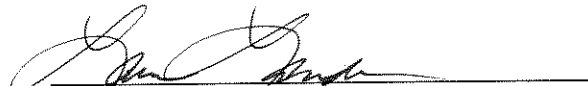
BE IT RESOLVED, to approve and enter into a pooled funding agreement relative to Coordinated Care, as attached hereto and made a part hereof.

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

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

Resolution adopted this 9th day of July 2019.

BOARD OF COUNTY COMMISSIONERS



Laura Lander, Deputy Clerk

cc: c/a—Children Services (file)
c/a—Board of Developmental Disabilities (file)
c/a—Mental Health & Recovery Services (file)
c/a—Juvenile Court (file)
c/a—Educational Service Center (file)

CONTRACT FOR COORDINATED CARE POOLED FUNDING

This Contract is made this 1st day of July, 2019, between Warren County Board of Commissioners on behalf of Warren County Children's Services (hereinafter referred to as "CS") with its offices located at 416 S. East Street, Lebanon, Ohio 45036; Warren County Board of Developmental Disabilities (hereinafter referred to as "BDD") with its offices located at 410 S. East Street, Lebanon, Ohio 45036; Mental Health and Recovery Services of Warren and Clinton Counties (hereinafter referred to as "Recovery Services") with its offices located at 212 Cook Rd., Lebanon, Ohio 45036; Warren County Juvenile Court (hereinafter referred to as "Juvenile Court") with its offices located at 900 Memorial Drive, Lebanon, Ohio 45036; and Warren County Educational Service Center (hereinafter referred to "ESC") with its offices located at 1879 Deerfield Rd, Lebanon, Ohio 45036. The following circumstances are present at the time of this Contract.

WHEREAS, the parties desire to pool funds for the purpose of providing clinical committee services to multi-need children in Warren County;

NOW, THEREFORE, it is agreed that:

I. DUTIES OF CS:

Deposit \$100,000.00 dollars with the fiscal agent of Pooled Fund annually.

II. DUTIES OF BDD:

A. Deposit \$100,000.00 dollars with the fiscal agent of Pooled Fund annually.

B. Acting as Fiscal Agent for Pooled Fund, BDD will invoice CS, BDD, Recovery Services, Juvenile Court, \$25,000.00 dollars per agency quarterly

C. Acting as Fiscal Agent for Pooled Fund, BDD will receive invoices for contracted Pooled Fund respite, mentoring and residential services. Submit payment for services upon confirmation services were provided.

III. DUTIES OF RECOVERY SERVICES:

Deposit \$100,000.00 dollars with the fiscal agent of Pooled Fund annually.

IV. DUTIES OF JUVENILE COURT:

Deposit \$100,000.00 dollars with the fiscal agent of Pooled Fund annually.

V. DUTIES OF ESC:

A. Provide Clinical Committee/Service Coordination

B. Arrange residential placements and services as needed for multi need youth with providers.

VI. LENGTH OF CONTRACT:

This Contract shall become effective upon execution and shall remain in force and effect indefinitely, unless terminated as provided herein.

VII. POLICY OF NON-DISCRIMINATION:

The parties and their staff will act in a nondiscriminatory manner both as an employer and as a service provider and will not discriminate with regard to race, color, national origin, religion, age, sex, or handicap.

VIII. RELATIONSHIP OF PARTIES:

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

IX. GOVERNING LAW AND VENUE:

This Contract shall be construed in accordance with, and the legal relations between the parties shall be governed by, the laws of the State of Ohio as applicable to contracts executed and fully performed in the State of Ohio. The venue for any disputes arising under this Contract shall be Warren County, Ohio.

X. INDEMNIFICATION:

All personnel or agents providing services pursuant to this Contract shall, for the purposes of allocation of liability to third parties only, be deemed to be acting under the direction and control of their respective employer or principal and not under the direction and control of any other party to this Contract, and their employer or principal shall assume the risk of any liability to third parties arising from the conduct, acts or omissions of such personnel or agents. In the event of any claim or action arising from any circumstances to which this Contract applies, and whether or not a reservation of rights is made, the parties, as a condition of this Contract, shall give their full cooperation to any party defending such a claim or action.

The parties further recognize that (i) the parties are autonomous organizations, (ii) the parties have independent and separate boards of directors and officers responsible to manage their operations and affairs, (iii) the parties have their own separate assets, (iv) the parties do not own each other or any interests therein, (v) the parties have the right and power to hire, supervise and fire their own employees, (vi) the parties have the function of carrying out and supervising their services under this Contract, and (vii) the parties do not control the day-to-day operations and affairs of the other parties.

XI. PARTIES:

Whenever the terms "CS", "BDD", Recovery Services, Juvenile Court, and ESC and used herein, these terms shall include without exception the employees, agents, successors, assigns, and/or authorized representatives of CS, BDD, Recovery Services, Juvenile Court.

XII. COMPLIANCE WITH LAWS AND REGULATIONS:

In providing all services pursuant to this Contract, the parties shall abide by all statutes, ordinances, rules and regulations, pertaining to or regulating the provision of coordinated care residential services.

XIII. ENTIRE CONTRACT:

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

XIV. MODIFICATION OR AMENDMENT:

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

XV. CONSTRUCTION:

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

However, if the invalid, illegal or unenforceable provision materially affects this Contract, the contract may be terminated by either party on ten (10) days prior written notice to the other party hereto.

XVI. WAIVER:

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

XVII. ASSIGNMENT, SUCCESSORS AND ASSIGNS:

No party shall assign any of its rights or delegate any of its duties under this Contract without written consent of the other(s). Subject to the above provision, this Contract shall be binding on the successors and assigns of the parties.

XVIII. INTERPRETATION:

Unless otherwise specified, the following rules of construction and interpretation apply:

- A. Captions are for convenience and reference only and in no way define or limit the construction of the terms and conditions hereof;
- B. Use of the term "including" will be interpreted to mean "including but not limited to";
- C. Whenever a party's consent is required under this Contract, except as otherwise stated in the Contract or as same may be duplicative, such consent will not be unreasonably withheld, conditioned or delayed;
- D. Exhibits are an integral part of the Contract and are incorporated by reference in this Contract;
- E. Use of the terms "termination" or expiration" are interchangeable, and
- F. Reference to a default will take into consideration any applicable notice, grace and cure periods.

XIX. HEADINGS:

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

XX. NOTICES:

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

TO: Warren County Children Services
416 S. East Street
Lebanon, Ohio 45036
Telephone Number: (513) 695-1546

TO: Warren County Board of Developmental Disabilities
410 S. East Street
Lebanon, Ohio 45036
Telephone Number: (513) ~~695-1567~~ 228-6400

TO: Mental Health and Recovery Services of Warren and Clinton Counties
212 Cook Rd.
Lebanon, Ohio 45036
Telephone Number: (513) 695-1695

TO: Warren County Juvenile Court
900 Memorial Drive
Lebanon, Ohio 45036
Telephone Number: (513) 695-1245

TO: Warren County Educational Service Center
1879 Deerfield Rd.
Lebanon, Ohio 45036
Telephone Number: (513) 695-2900 Ext. 2916

XXI. TERMINATION:

Termination of this Contract by either party will be permitted in the event of a material breach of this Contract by the other party when the material breach remains uncured thirty (30) days after written notice by certified mail, return receipt requested, is given to the breaching party specifying the breach. A "material breach" is defined as (a) the failure of either party to fully comply with and perform any and all terms and conditions of this Contract and its Attachments; (b) the making of assignment for the benefit of creditors by either party; (c) the institution of bankruptcy, reorganization, liquidation or receivership proceedings by or against either party; and (d) insolvency of either party or impairment of the credit of either party.

Delay in curing a default may be excused if due to causes beyond the reasonable control of the defaulting party.

With respect to any provision of this Contract, the violation or noncompliance with which could result in the imposition of a financial penalty, forfeiture or other sanction upon either party, such violation or noncompliance will be excused where such violation or noncompliance is the result of an inability to secure materials, an Act of God, war, civil disturbance, strike or other labor unrest, or any event beyond the party's reasonable control or not reasonably foreseeable.

This Contract may be terminated at any time with or without cause by either party upon thirty (30) days written notice to the other party.

A party desiring to terminate this contract shall notify the other parties in writing, no later than ninety (90) days prior to the expiration of this Contract of the party's intention not to renew this contract. The failure of a party to notify the other parties of its intention not to renew will result in the extension of this Contract indefinitely.

XXII. ESTOPPEL:

Any party will, at any time upon fifteen (15) days prior written notice from the other party or parties, execute, acknowledge and deliver to the other a statement in writing (a) certifying that this Contract is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying this Contract as so

modified, is in full force and effect) and the date to which the rent and other charges are paid in advance, if any, and (b) acknowledging that there are not, to such party's knowledge, any uncured defaults on the part of the other party hereunder, or specifying such defaults if any are claimed.

Failure to deliver such a statement within such time will be conclusive upon the requesting party that (a) this Contract is in full force and effect, without modification except as may be properly represented by the requesting party; (b) there are no uncured defaults in any party's performance.

XXIII. CALCULATION OF TIME:

Where the performance or doing of any act, duty, matter, payment or thing is required hereunder and the period of time duration for the performance thereof is prescribed and fixed herein, the time shall be computed so as to exclude the first and include the last day of the prescribed or fixed period or duration of time. When the last day of the period falls on Saturday, Sunday or a legal holiday, that day shall be omitted from the computation.

XXIV. ACCEPTANCE:

The parties acknowledge that they have read and understood this Contract. The parties, by virtue of the signatures set forth below, agree to be legally bound by all provisions and conditions set forth in this Contract forming a mutually binding contractual agreement which cannot be amended without a writing executed by the parties.

XXV. AVAILABILITY OF FUNDS:

The certification of the fiscal agents of the parties on the purchase orders submitted with this Contract is certification that the funds required for this Contract will be available as required herein, for each appropriation period through the end of the term of this Contract.

XXVI. MULTIPLE ORIGINALS:

This Contract may be executed in one (1) or more copies, each of which shall be deemed an original.

XXVII. POWER AND AUTHORITY:

Each party has the power and authority to enter into and perform this Contract and the person signing this Contract on behalf of each party has been properly authorized and empowered to enter into this Contract.

XXVIII. RETURN OF CARRY-OVER FUNDS

Carry-Over funds will not exceed \$600,000.00. Carry-Over in excess of \$600,000.00 will be deducted equally from each funder's invoice for the 2nd quarter following the end of each state fiscal year. In the event, the Pooled Fund is dissolved, the balance of the account will be distributed to the contributing parties equally.

IN WITNESS WHEREOF, the parties hereto have executed this contract by their duly authorized representatives on the dates shown below.

This Contract is entered into by Resolution No. 19-05-02 of Warren County Board of Developmental Disabilities Board dated 5-20-19.

WARREN COUNTY BOARD OF DEVELOPMENTAL DISABILITIES

By: Megan K. Manuel

This Contract is entered into by Resolution No. 6-12-19-2 of Mental Health and Recovery Services of Warren and Clinton Counties Board dated 6/12/19.

MENTAL HEALTH AND RECOVERY SERVICES OF WARREN AND CLINTON COUNTIES

By: Colleen Chamberlain

This Contract is entered into by Resolution No. 19-0874 of Warren County Board of Commissioners dated 7/9/19.

WARREN COUNTY BOARD OF COMMISSIONERS

By: Sharon Jones

WARREN COUNTY CHILDREN SERVICES

By: Sharon M. Walter

WARREN COUNTY JUVENILE COURT

By: [Signature]

WARREN COUNTY EDUCATIONAL SERVICE CENTER

By: Allyson Urvesan

Approved as to Form:

By: Kathryn M. Horvath

Kathryn Horvath
Assistant Prosecuting Attorney

Resolution

Number 19-0875

Adopted Date July 09, 2019

AUTHORIZE THE BOARD TO ENTER INTO A BUSINESS ASSOCIATE AGREEMENT WITH CLEARCREEK FIRE DISTRICT ON BEHALF OF WARREN COUNTY TELECOMMUNICATIONS

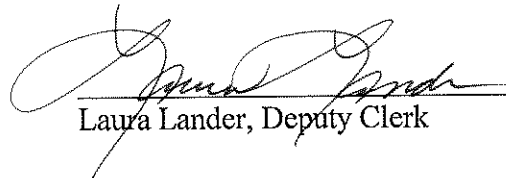
BE IT RESOLVED, to authorize the Board to enter into a Business Associate Agreement with Clearcreek Fire District on behalf of Warren County Telecommunications. Copy of said agreement attached hereto and made a part hereof.

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

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

Resolution adopted this 9th day of July 2019.

BOARD OF COUNTY COMMISSIONERS



Laura Lander, Deputy Clerk

cc: c/a—Clearcreek Township Fire District (file)
Telecom (file)

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("Agreement") is entered into by and between Clearcreek Fire District ("Covered Entity") and Warren County Board of Commissioners on behalf of Warren County Telecommunications ("Business Associate"), effective as of 6/24/2019 ("Effective Date").

RECITALS

Clearcreek Fire District is a "Covered Entity" as that term is defined under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the HIPAA administrative simplification regulations, 45 C.F.R. Parts 160 and Part 164, Subparts A, C and E (Subpart E, together with the definitions in Subpart A is known as the "Standards for Privacy of Individually Identifiable Health Information" (the "Privacy Rule") and Subpart C, together with the definitions in Subpart A, is known as the "Security Standards for the Protection of Electronic Protected Health Information" (the "Security Rule") (the Privacy Rule and the Security Rule are collectively called the "Privacy and Security Rules").

Covered Entity and Business Associate are parties to an agreement wherein Business Associate shall store, maintain, transfers, and make available in a secure manner certain Protected Health Information on behalf of Covered Entity ("Underlying Agreement"). In connection with Business Associate's provision of services to Covered Entity, Covered Entity discloses to Business Associate "Protected Health Information" ("PHI"), including "Electronic Protected Health Information" ("ePHI"), as defined in 45 C.F.R. §160.103. Such disclosure results in Business Associate's use, disclosure, maintenance and/or creation of PHI, including ePHI, on behalf of Covered Entity.

Business Associate's provision of services to Covered Entity, when coupled with Covered Entity's disclosure of PHI to Business Associate, makes Business Associate a "business associate" of Covered Entity, as the term is defined in as defined in 45 C.F.R. §160.103.

The purpose of this Agreement is to comply with the requirements of the Privacy and Security Rules, including, but not limited to, the Business Associate Agreement requirements at 45 C.F.R. §§ 164.314(a) and 164.504(e), and to satisfy the provisions of the Health Information Technology for Economic and Clinical Health Act, set forth in Division A, Title XIII, of the American Recovery and Reinvestment Act of 2009, and its implementing regulations and guidance (collectively, "HITECH"), including the Omnibus Final Rule, that: (i) affect the relationship between a Business Associate and a Covered Entity and which under HITECH and the Omnibus Final Rule require amendments to the Business Associate Agreement; and (ii) enable Covered Entity to comply with the requirement to notify affected individuals in the event of a Breach of Unsecured Protected Health Information.

Covered Entity's disclosure of PHI to Business Associate, and Business Associate's use, disclosure and creation of PHI for or on behalf of Covered Entity, is subject to protection and regulation under the Privacy Rule. To the extent such use, disclosure or creation involves ePHI, such ePHI is subject to protection and regulation under the Security Rule. Business Associate acknowledges it shall comply with the Privacy and Security Rules regarding the use and

disclosure of PHI and ePHI, pursuant to this Agreement and as required by HITECH and its implementing regulations.

Therefore, Covered Entity and Business Associate agree as follows:

1. Definitions.

- (a) Unless otherwise provided in this Agreement, capitalized terms have the same meanings as set forth in the Privacy Rule, Security Rule, HITECH, and the Omnibus Final Rule.
- (b) "PHI" means "Protected Health Information," as that term is defined in the Privacy and Security Rules. "ePHI" means "Electronic Protected Health Information," as that term is defined in the Privacy and Security Rules. PHI includes PHI that is ePHI as well as PHI that does not constitute ePHI.
- (c) "Unsecured PHI" or "Unsecured Protected Health Information" includes PHI in any form that is not secured through use of a technology or methodology specified in HITECH, those being: (1) encryption for ePHI in accordance with the appropriate NIST standards for data at rest and in transit; or (2) destruction for other forms of PHI.
- (d) "Encryption" means the use of an algorithmic process to transform data into a form in which there is a low probability of assigning meaning without use of a confidential process or key, as set forth in 45 CFR 164.304.

2. Scope of Uses and Disclosures by Business Associate.

- (a) In General. Except as otherwise limited in this Agreement or by law, Business Associate may use or disclose PHI provided to Business Associate by Covered Entity to perform the functions, activities, or services for or on behalf of Covered Entity that are specified in the Underlying Agreement, provided that such uses or disclosures would not violate the Privacy Rule if done by a Covered Entity or the Minimum Necessary policies and procedures of Covered Entity.
- (b) Use of PHI. Except as otherwise limited in this Agreement or by law, Business Associate may use PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate.
- (c) Disclosure of PHI. Except as otherwise limited in this Agreement or by law, Business Associate may disclose PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate, provided that disclosures are required by law, or Business Associate obtains reasonable assurances, in writing, from the person to whom the information is disclosed that it will remain confidential and be used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate, in writing, within five (5)

business days, of any instances of which it is aware in which the confidentiality of the information has been breached.

- (d) Data Aggregation. Except as otherwise limited in this Agreement or by law, Business Associate may use PHI to provide Data Aggregation services to Covered Entity as permitted by 45 CFR § 164.504(e)(2)(i)(B).
- (e) Limitation on Use and Disclosure of PHI. With regard to its use and/or disclosure of PHI necessary to perform its obligations to Covered Entity, Business Associate agrees to limit disclosures of PHI to the Minimum Necessary (as defined in the Privacy Rule, as modified by HITECH and the Omnibus Final Rule) to accomplish the intended purpose of the use, disclosure or request, respectively, whenever the Privacy Rule limits the use or disclosure in question to the Minimum Necessary.
- (f) Limitation on Remuneration for PHI. With regard to its use and/or disclosure of PHI necessary to perform its obligations to Covered Entity and to comply with HITECH and the Omnibus Final Rule, Business Associate agrees that it will not receive direct or indirect remuneration for any exchange of PHI not otherwise authorized without individual authorization, unless (i) specifically required for the provision of services under the Underlying Agreement (ii) for treatment purposes; (iii) providing the individual with a copy of his or her PHI; or (iv) otherwise determined by the Secretary in regulations.
- (g) Reporting Violation of Law. Business Associate may use PHI to report a violation of law to appropriate Federal and/or State authorities, consistent with 45 CFR §164.502(j)(1).

3. Obligations of Business Associate.

- (a) In General. Business Associate shall use or further disclose PHI only as permitted or required by this Agreement or as required by law.
- (b) Safeguards. Business Associate shall use reasonable and appropriate safeguards to prevent use or disclosure of PHI other than as specifically authorized by this Agreement. Such safeguards shall at a minimum include: (i) a comprehensive written information privacy and security policy addressing the requirements of the Privacy and Security Rules, as amended by HITECH and the Omnibus Final Rule, that are directly applicable to Business Associate; and (ii) periodic and mandatory privacy and security training and awareness for members of Business Associate's Workforce.
- (c) Mitigation. Business Associate shall mitigate any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate that violates the requirements of this Agreement or applicable law.

- (d) Reporting. Business Associate shall report to Covered Entity any use or disclosure of PHI that is not sanctioned by this Agreement of which Business Associate becomes aware within five (5) business days.
- (e) Subcontractors. Business Associate shall require subcontractors or agents to whom Business Associate provides PHI to agree, in writing, to comply with the Privacy and Security Rules, as amended by HITECH and the Omnibus Final Rule, to the same extent Business Associate is required to comply.
- (f) Inspection by Secretary. Business Associate shall make available to the Secretary of Health and Human Services Business Associate's internal practices, books and records relating to the use and disclosure of PHI for purposes of determining Covered Entity and Business Associate's compliance with the Privacy and Security Rules, HITECH, and the Omnibus Final Rule, subject to any applicable legal privileges.
- (g) Accounting of Disclosures of PHI. Business Associate shall document disclosures of PHI and information related to those disclosures necessary to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with the Privacy Rule, as required by HITECH, and provide to Covered Entity, and in the time and manner it reasonably specifies but in no case longer than five (5) business days, the information necessary to make an accounting of disclosures of PHI about an Individual. If PHI is maintained in an Electronic Health Record ("EHR"), Business Associate shall document and maintain documentation of such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures in an EHR, as required by HITECH.
- (h) Access to PHI. Business Associate shall provide to Covered Entity, at Covered Entity's request and in the time and manner it reasonably specifies but in no case longer than ten (10) business days, PHI necessary to respond to Individuals' requests for access to PHI about them, in the event that the PHI in Business Associate's possession constitutes a Designated Record Set. If PHI is maintained in an Electronic Health Record, Business Associate shall provide access electronically, upon reasonable request of Covered Entity.
- (i) Amendment to PHI. Business Associate shall, upon receipt of notice from Covered Entity but in no case longer than ten (10) business days, incorporate any amendments or corrections to the PHI in accordance with the Privacy Rule, in the event that the PHI in Business Associate's possession constitutes a Designated Record Set.
- (j) Security of PHI. Business Associate shall, as described in HITECH Act §13401, comply with 45 CFR §§ 164.308, 164.310, 164.312, and 164.316 of the Security Rule and acknowledges that such provisions apply to Business Associate in the same manner that they apply to Covered Entity. Therefore, Business Associate agrees that it is required to maintain appropriate and reasonable administrative,

physical, and technical safeguards, including documentation of the same, so as to ensure that PHI is not used or disclosed other than as provided by this Agreement or as required by law, including the following:

- (i) Administrative safeguards (implementation of policies and procedures to prevent, detect, contain, and correct security violations; conducting and documentation of risk analysis and risk management);
 - (ii) Physical safeguards (implementation of policies and procedures to limit physical access to PHI or ePHI or electronic information systems and related facilities);
 - (iii) Technical safeguards (implementation of policies and procedures creating and tracking unique user identification, authentication processes, and transmission security);
 - (iv) Policies and procedures to reasonably and appropriately document the foregoing safeguards as required by the Security Rule; and
 - (v) Ensuring that any agent, including any subcontractor, to whom Business Associate provides ePHI agrees, in writing, to comply with these administrative, physical, and technical safeguards, as well as the policies, procedures, and document requirements contained within the Security Rule.
- (k) Encryption of ePHI. Business Associate and its subcontractors, if applicable, will store all PHI and/or ePHI, including all PHI and/or ePHI stored on any portable or laptop computing device or any portable storage medium as part of Business Associate's designated backup and recovery processes, in encrypted form using a commercially supported encryption solution that complies with 74 FR 19006, "Guidance Specifying the Technologies and Methodologies That Render PHI Unusable, Unreadable, or Indecipherable to Unauthorized Individuals for Purposes of the Breach Notification Requirements under Section 13402 of Title XIII" and which has been tested and judged to meet the standards set forth by the National Institute of Standards and Technology in Special Publications 800-111, 800-52, 800-77, 800-113, or others which are Federal Information Processing Standards (FIPS) 140-2 validated, as applicable. Business Associate agrees to encrypt ePHI transmitted by the Business Associate over a public network and agrees that it will only transmit or exchange Protected Health Information using secure HTTPS or SFTP or equivalent.
- (l) Paragraph Not Used.
- (m) Notification of Security Incidents and Breach of Unsecured PHI. Business Associate shall immediately, but in no case longer than five (5) business days following discovery, notify Covered Entity of any actual or suspected Security Incident or Breach of Unsecured Protected Health Information. The notice shall include: (i) the identification of each Individual whose PHI or Unsecured PHI has

been or is reasonably believed by Business Associate to have been accessed, acquired, used or disclosed during the Security Incident or Breach, (ii) a brief description of what happened, including the date of the Security Incident or Breach and the date of the discovery of the Security Incident or Breach, (iii) a description of the types of PHI or Unsecured PHI that were involved in the Security Incident or Breach, (iv) any preliminary steps taken to mitigate the damage, and (v) a description of any investigatory steps taken. In addition, Business Associate shall provide any additional information reasonably requested by Covered Entity for purposes of investigating a Breach of Unsecured PHI. A Breach shall be treated as discovered by Business Associate as of the first day on which the Breach is known to Business Associate (including any person, other than the Individual committing the Breach, that is an employee, officer, or other agent of Business Associate) or should reasonably have been known to Business Associate to have occurred. Covered Entity shall have the sole right to determine, with respect to a Breach: (i) whether notice is to be provided to Individuals, regulators, law enforcement agencies, consumer reporting agencies, media outlets and/or the Department of Health and Human Services, or others as required by law or regulation, in Covered Entity's discretion; and (ii) the contents of such notice, whether any type of remediation may be offered to Individuals affected, and the nature and extent of any such remediation. The provision of the notices to affected Individuals, and any remediation which Covered Entity determines is required or reasonably necessary, shall be at Business Associate's sole cost and expense.

4. Term and Termination.

- (a) Term of the Agreement. The term of this Agreement begins on the Effective Date and ends when all of the PHI provided to Business Associate by Covered Entity, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity. To the extent it is infeasible for Business Associate to return or destroy the PHI, upon the agreement of Covered Entity, protections shall be extended to that PHI in accordance with the termination provisions in this Section.
- (b) Termination for Breach. Either party may terminate this Agreement if it determines that the other party has breached a material term of this Agreement. Alternatively, the non-breaching party may choose to provide the breaching party with notice of the existence of an alleged material breach and afford an opportunity to cure the material breach. If the breaching party fails to cure the breach to the satisfaction of the non-breaching party, the non-breaching party may immediately thereafter terminate this Agreement.
- (c) Automatic Termination. This Agreement will automatically terminate on the date Business Associate ceases to provide to the services described in the Underlying Agreement.

- (d) Effect of Termination. Upon termination of this Agreement, Business Associate will return or destroy all PHI received from Covered Entity or created or received by Business Associate on behalf of Covered Entity that Business Associate still maintains and will retain no copies of that PHI. However, if this return or destruction is not feasible, upon the agreement of Covered Entity, then Business Associate will extend the protections of this Agreement to the PHI and will limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.
5. Agreement. Covered Entity and Business Associate agree to take any reasonable action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity and Business Associate to comply with the requirements of the Privacy and Security Rules, HITECH, the Omnibus Final Rule and any other implementing regulations or guidance.
6. Insurance. Unless greater coverage is required under any other agreement between Covered Entity and Business Associate, Business Associate shall maintain or cause to be maintained a policy or policies of insurance or self-insurance as shall be necessary to insure it against any claim or claims for damages arising under this Agreement or from violating Business Associate's own obligations under the HIPAA Rules and any other implementing regulations or guidance, including but not limited to, claims or the imposition of administrative penalties and fines on Business Associate or its subcontractors or agents, if any, arising from the loss, theft, or unauthorized use or disclosure of PHI. Such insurance coverage shall apply to all site(s) of Business Associate and to all services provided by Business Associate or any subcontractors or agents under the Underlying Agreement or this Agreement.
7. Paragraph Not Used.
8. Interpretation. Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the Privacy and Security Rules, HITECH, and the Omnibus Final Rule.
9. Survival. The obligations of Business Associate under Sections 4(d) and 7 of this Agreement survive any termination of this Agreement.
10. No Third Party Beneficiaries. Nothing express or implied in this Agreement is intended to confer, nor shall anything in this Agreement confer, upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.
11. Independent Contractor Status. Business Associate will be considered, for all purposes, an independent contractor, and Business Associate will not, directly or indirectly, act as agent, servant or employee of Covered Entity or make any commitments or incur any liabilities on behalf of Covered Entity without its express written consent. Nothing in this Agreement shall be deemed to create an employment, principal-agent, or partner relationship between the parties. Except as otherwise specifically stated herein,

Business Associate shall retain sole and absolute discretion in the manner and means of carrying out its activities and responsibilities under this Agreement.

12. General Administrative Provisions.

- (a) Any notices required by this Agreement will be sent to the latest known address of either party by (i) facsimile, email, registered or certified mail or by private delivery service that provides receipts to the sender and recipient, (ii) personally delivered or (iii) by regular mail. Each party reserves the right to designate an additional address or a separate address for notices to be sent. Notices are deemed given (i) on the date of the facsimile or email transmittal, (ii) the date shown on the registered mail, certified mail or private delivery service receipt, (iii) the date personally delivered, or (iii) two business days after the date of mailing of a notice sent by regular mail.
- (b) Each party agrees to promptly perform any further acts and execute, acknowledge, and deliver any documents which may be reasonably necessary to carry out the provisions of this Agreement or effect its purpose.
- (c) In the event that any of the provisions or portions of this Agreement are held to be unenforceable or invalid by any court of competent jurisdiction, the validity and enforceability of the remaining provisions or portions will not be affected.
- (d) The waiver by a party of any breach of any term, covenant, or condition in this Agreement will not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition of this Agreement. A party's subsequent acceptance of performance by the other party shall not be deemed to be a waiver of any preceding breach of any term, covenant or condition of this Agreement other than the failure to perform the particular duties so accepted, regardless of knowledge of such preceding breach at the time of acceptance of the performance.
- (e) This Agreement constitutes the entire agreement among the parties with respect to the subject matter of this Agreement and supersedes any prior agreements, whether written or oral, pertaining to that subject matter.
- (f) This Agreement may be executed in one or more counterparts, any one of which may be considered an original copy.

COVERED ENTITY:

Clearcreek Fire District

By: Matthew Clark
[Printed name]

Title: Township Administrator

Date: 6/24/2019

BUSINESS ASSOCIATE:

Warren County Board of Commissioners
on behalf of
Warren County Telecommunications

By: [Signature]
[Printed name]

Title: President

Date: 7/9/19

APPROVED AS TO FORM

[Signature]

Adam M. Nice
Asst. Prosecuting Attorney

Resolution

Number 19-0876

Adopted Date July 09, 2019

AWARD THE BID AND ENTER INTO CONTRACT WITH JACOBS TELEPHONE CONTRACTORS, INC., FOR THE ARMCO PARK FIBER OPTIC PROJECT

WHEREAS, bids were closed at 9:15 a.m., May 28, 2019 and the bids received were opened and read aloud for the Armco Park Fiber Optic Project and the results are on file in the Commissioners' office; and

WHEREAS, upon review of such bids by Paul Kindell, Director of Telecommunications, Jacobs Telephone Contractors, Inc. has been determined to be the lowest and best bidder; and

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

NOW THEREFORE BE IT RESOLVED, to award the bid be to Jacobs Telephone Contractors, Inc.; and

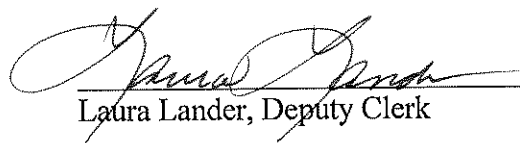
BE IT FURTHER RESOLVED, to enter into contract with Jacobs Telephone Contractors, Inc., for a total contract price of \$99,000.00; as attached hereto and made a part hereof.

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

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

Resolution adopted this 9th day of July 2019.

BOARD OF COUNTY COMMISSIONERS



Laura Lander, Deputy Clerk

KH

cc: c/a—Jacobs Telephone Contractors, Inc.
Telecom (file)
OMB Bid file

CONTRACT FOR INSTALLATION OF FIBER OPTIC CABLE AT WARREN COUNTY ARMCO PARK

This Contract is made as of the date of the last signature below between Warren County Board of County Commissioners, whose address is 406 Justice Drive, Lebanon, Ohio 45036, (hereinafter "County") and Jacobs Telephone Contractors, Inc., whose address is 3831 Dayton Park Drive, Dayton, Ohio 45414 (hereinafter "Contractor"). The following circumstances are present at the time of this Contract.

WHEREAS, County requires installation of fiber optic cable at Warren County Armco Park, and has invited bidders to submit competitive sealed bids for this work to be performed.

WHEREAS, Contractor can perform the services of installation of fiber optic cable at Warren County Armco Park, submitted a sealed bid to County, and was selected by County as the lowest and best bid received.

NOW, THEREFORE, it is agreed that:

1. Duties of County:

1.1. County will ensure Contractor has access to Armco Park to perform all necessary work and installation.

1.2. County will make partial payments after delivery of equipment and supplies but prior to final acceptance of the work, within 30 days of invoice, at an amount not to exceed 40% total bid. After Final Acceptance by the County of the work as described in Section 29 of Exhibit A, the full remainder of the contract price shall be paid upon invoice within 30 days.

1.2.1 The work performed by Contractor shall include the Sports Park Connector Option as described in Exhibit A, and County shall pay the full bid amount for the Sports Park Connector Option as described in Exhibit A.

1.3. County shall also work with Armco Park and Contractor to ensure access to the park and buildings so Contractor can complete all necessary work and installation.

2. Duties of Contractor:

2.1. Contractor shall comply with all requirements, terms, and conditions contained in the Bid and Bid Invitation, attached hereto and marked as Exhibit A, which shall be a binding contract document and incorporated into and made a part of this Contract as if fully re-written herein.

2.3. Contractor shall fully perform the installation of fiber optic cable as described in Exhibit A, including the Sports Park Connection Option, and adhere to all specifications and requirements as described in Exhibit A.

2.4. For Bid Amount Contractor shall: Work with the County on installation of the Sports Park Connector pending installation of conduit under S.R. 741.

2.5. **Project Completion.** Work shall be performed and completed with final acceptance by County in accordance with the following schedule:

Start of project: within 30 days of contract signing.

Completion of project: within 120 days after start of work and conduit installation under S. R. 741.

2.6. **Compliance with laws and regulations.** Contractor in providing all services pursuant to this Contract shall abide by all applicable statutes, ordinances, rules, and regulations pertaining to or regulating the provisions of the services, including, Contractor shall be responsible to obtain all necessary regulatory permits and inspections necessary to perform the work.

3. **Policy of Non-Discrimination.** Contractor and its staff will act in a nondiscriminatory manner both as an employer and as a service provider and will not discriminate with regard to race, color, national origin, religion, age, sex, or handicap.

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

4.1. Whenever the terms "Contractor" or "County" or "Owner" are used herein these terms shall include without exception the employees, agents, successors, assigns, and/or authorized representatives of Contractor, County and Owner.

5. **Governing Law and Venue.** This Contract shall be construed in accordance with the laws of the State of Ohio. The venue for any disputes hereunder shall be Warren County, Ohio Court of Common Pleas.

6. **Successors and Assigns.** County and Contractor each binds himself/herself and his/her partners, successors, executors, administrators, assigns and legal representatives to the other party, to this Contract and to the partners, successors, executors, administrators, assigns and legal representatives of such other party, in respect to all covenants, agreements and obligations of this Contract.

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

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

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

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

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

County:

Warren County Board of Commissioners
Attn: County Administrator
406 Justice Drive
Lebanon, Ohio 45036

And

Warren County Telecommunications
Attn: Paul Kindell
500 Justice Drive
Lebanon, Ohio 45036

Contractor:

Jacobs Telephone Contractors, Inc.
3831 Dayton Park Drive
Dayton, Ohio 45414

12. **Insurance.** Contractor shall maintain commercial general liability insurance during the life of this contract as described in the requirements of the attached and incorporated Exhibit A in amounts of \$2,000,000 per occurrence and \$4,000,000 aggregate. Contractor shall maintain business automobile liability coverage in the amount of \$2,000,000 per occurrence/aggregate, as described in the requirements of the attached and incorporated Exhibit A. Contractor shall name County and Warren County Park District as an additional insured, and shall provide a certificate of insurance evidencing compliance with the insurance requirements of this Agreement and Exhibit A prior to performing any work. Any lapse in insurance coverage shall be grounds for immediate termination of this Contract.

13. **Attachments.** All documents contained in the Contractor's bid or proposal and submitted by the Contractor for consideration in awarding this Contract, pursuant to Ohio Rev. Code Sec. 307.86, shall be incorporated herein by reference as if fully rewritten.

14. **Entire Agreement.** This Contract together with the Exhibit A and schedules identified above constitute the entire agreement between OWNER and ENGINEER and supersede all prior written or oral understandings. This Agreement and said Exhibits and schedules may only be amended, supplemented, modified or canceled by a duly executed written instrument signed by all parties.

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

16. **Termination.** The obligation to provide services under this Contract may be terminated by County for convenience upon 30 days' written notice by certified mail, return receipt requested, and by either party upon 7 days' written notice by certified mail, return receipt requested, in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

16. **Execution:**

Contractor:

In execution whereof, Jacobs Telephone Contractors, Inc., has caused this Contract to be executed on the date stated below by [name] its [title] , an authorized signatory, pursuant to a corporate Resolution authorizing such act.

Jacobs Telephone Contractors, Inc.

Signature Joanne E. Jacobs

Printed Name Joanne E. Jacobs

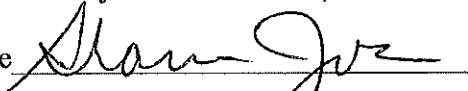
Title Chief Executive Officer

Date June 24, 2019

County

In execution whereof, the Warren County Board of County Commissioners has caused this Agreement to be executed by its President or Vice-President on the date stated below pursuant to the authority of Resolution No. 19-0876 , dated 7/9/19 ,

**Warren County
Board of County Commissioners,**

Signature 

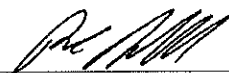
Printed Name Shannon Jones

Title President

Date 7/9/19

Recommended by:

**Paul Kindell
Director of Warren County Telecommunications**

 7/8/19
Paul Kindell Date

Approved as to Form:

By: 
Adam M. Nice, Assistant Prosecuting Attorney

Resolution

Number 19-0877

Adopted Date July 09, 2019

AUTHORIZE PRESIDENT OF THE BOARD TO ENTER INTO AN AGREEMENT WITH MOTOROLA SOLUTIONS, INC ON BEHALF OF WARREN COUNTY TELECOMMUNICATIONS

WHEREAS, Motorola Solutions, Inc. will provide upgrade and maintenance support services for Warren County's radio system as proposed in the attached Warren County Radio System Upgrade and Maintenance Agreement Proposal; and

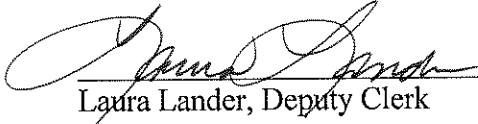
NOW THEREFORE BE IT RESOLVED, to authorize the President of the Board to enter into an agreement with Motorola Solutions, Inc for Warren County Radio System Upgrade and Maintenance Agreement Proposal. Copy of said agreement attached hereto and made a part hereof.

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

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

Resolution adopted this 9th day of July 2019.

BOARD OF COUNTY COMMISSIONERS



Laura Lander, Deputy Clerk

cc: c/a—Motorola Solutions, Inc.
Telecom (file)

ASTRO25 Services Agreement

Motorola Solutions, Inc. ("Motorola") and WARREN COUNTY TELECOMMUNICATIONS DEPT ("Customer") enter into this "Agreement," pursuant to which Customer will purchase and Motorola will provide the Products and Services, as described below. Motorola and Customer may be referred to individually as a "Party" and collectively as the "Parties." For good and valuable consideration, the Parties agree as follows:

Section 1 EXHIBITS

The exhibits listed below are incorporated into and made a part of this Agreement. In interpreting this Agreement and resolving any ambiguities, the main body of this Agreement takes precedence over the exhibits and any inconsistency between the exhibits will be resolved in their listed order.

Exhibit A	Motorola "Software License Agreement"
Exhibit B	Service Statement(s) of Work
Exhibit C	"Pricing"

Section 2 DEFINITIONS

Capitalized terms used in this Agreement have the following meanings:

2.1. "Confidential Information" means any information that is disclosed in written, graphic, verbal, or machine-recognizable form, and is marked, designated, or identified at the time of disclosure as being confidential or its equivalent; or if the information is in verbal form, it is identified as confidential at the time of disclosure and is confirmed in writing within thirty (30) days of the disclosure. Confidential Information does not include any information that: is or becomes publicly known through no wrongful act of the receiving Party; is already known to the receiving Party without restriction when it is disclosed; is or becomes, rightfully and without breach of this Agreement, in the receiving Party's possession without any obligation restricting disclosure; is independently developed by the receiving Party without breach of this Agreement; or is explicitly approved for release by written authorization of the disclosing Party.

2.2. "Contract Price" means the price for the purchased period of Services, excluding applicable sales or similar taxes and freight charges.

2.3. "Deliverables" means all written information (such as reports, specifications, designs, plans, drawings, analytics, Solution Data or other technical or business information) that Motorola prepares for Customer in the performance of the Services and is obligated to provide to Customer under this Agreement. The Deliverables, if any, are more fully described in the Statement of Work.

2.4. "Effective Date" means that date upon which the last Party executes this Agreement.

2.5. "Equipment" means the equipment provided by Motorola under this Agreement.

2.6. "Force Majeure" means an event, circumstance, or act of a third party that is beyond a Party's reasonable control (e.g., an act of God, an act of the public enemy, an act of a government entity, strikes or other labor disturbances, hurricanes, earthquakes, fires, floods, epidemics, embargoes, war, and riots).

2.7. "Infringement Claim" means a third party claim alleging that the Equipment manufactured by Motorola or the Motorola Software directly infringes a United States patent or copyright.

2.8. "Motorola Software" means Software that Motorola or its affiliated company owns.

2.9. "Non-Motorola Software" means Software that another party owns.

2.10. "Open Source Software" (also called "freeware" or "shareware") means software with either freely obtainable source code, license for modification, or permission for free distribution.

- 2.11. "Products" means the Equipment and Software provided by Motorola under this Agreement.
- 2.12. "Proprietary Rights" means the patents, patent applications, inventions, copyrights, trade secrets, trademarks, trade names, mask works, know-how, and other intellectual property rights in and to the Equipment and Software, including those created or produced by Motorola under this Agreement and any corrections, bug fixes, enhancements, updates or modifications to or derivative works from the Software whether made by Motorola or another party.
- 2.13. "Services" means the services provided by Motorola under this Agreement.
- 2.14. "Software" means the Motorola Software and Non-Motorola Software, in object code format that is furnished with the Equipment.
- 2.15. "Software Support Policy" ("SwSP") means the policy set forth at <http://www.motorolasolutions.com/softwarepolicy> describing the specific technical support that will be provided to Customers under the Warranty Period and during any paid maintenance support period for Motorola Software. This policy may be modified from time to time at Motorola's discretion.
- 2.16. "Solution Data" means Customer data that is transformed, altered, processed, aggregated, correlated or operated on by Motorola, its vendors or other data sources and data that has been manipulated or retrieved using Motorola know-how to produce value-added content to data consumers, including customers or citizens which is made available to Customer with the Services.
- 2.17. "SUA" or "SUAll" means Motorola's System Upgrade Agreement program.
- 2.18. "System" means the system for which Motorola provides the Products and Services under this Agreement.
- 2.19. "Warranty Period" for Products means ninety (90) days from the date of shipment of the Products. Warranty Period for Services means ninety (90) days from performance of the Service.

Section 3 SCOPE OF AGREEMENT AND TERM

- 3.1. **SCOPE OF WORK.** If Services include Network Updates or SUA/SUAll System Upgrades, Motorola will provide and install the associated Products, and perform its other contractual responsibilities, all in accordance with this Agreement. Customer will perform its contractual responsibilities in accordance with this Agreement.
- 3.2. **CHANGE ORDERS.** Either Party may request changes within the general scope of this Agreement. If a requested change causes an increase or decrease in the cost or time required to perform this Agreement, the Parties will agree to an equitable adjustment of the Contract Price, Performance Schedule, or both, and will reflect the adjustment in a change order. Neither Party is obligated to perform requested changes unless both Parties execute a written change order.
- 3.3. **TERM.** Unless terminated in accordance with other provisions of this Agreement or extended by mutual agreement of the Parties, the term of this Agreement begins on the Effective Date and continues until the purchased period of Services is completed.
- 3.4. **NETWORK UPDATES AND SYSTEM UPGRADES.** If Services include Network Updates or SUA/SUAll System Upgrades, Motorola will provide them pursuant to the applicable Statement of Work in Exhibit B, and the applicable provisions of this Agreement (except for passage of title and risk of loss to Equipment, and warranty commencement) will govern the implementation of the updates or upgrades. Title and risk of loss to Equipment will pass at shipment, and warranty will commence upon delivery.
- 3.5. **MAINTENANCE SERVICE.** Motorola will provide maintenance services for the Equipment and support for the Motorola Software pursuant to the Statements of Work set forth in Exhibit B. Support for

the Motorola Software will be in accordance with Motorola's established Software Support Policy. Copies of the SwSP can be found at <http://www.motorolasolutions.com/softwarepolicy> and will be sent by mail, email or fax to Customer upon written request. The terms and conditions applicable to those maintenance and support services will be the Service Terms and Conditions, together with the appropriate Statements of Work, each set forth in Exhibit B.

3.6. **MOTOROLA SOFTWARE.** Any Motorola Software, including subsequent releases, is licensed to Customer solely in accordance with the Software License Agreement. Customer hereby accepts and agrees to abide by all of the terms and restrictions of the Software License Agreement.

3.7. **NON-MOTOROLA SOFTWARE.** Any Non-Motorola Software is licensed to Customer in accordance with the standard license, terms, and restrictions of the copyright owner on the Effective Date unless the copyright owner has granted to Motorola the right to sublicense the Non-Motorola Software pursuant to the Software License Agreement, in which case it applies and the copyright owner will have all of Licensor's rights and protections under the Software License Agreement. Motorola makes no representations or warranties of any kind regarding Non-Motorola Software. Non-Motorola Software may include Open Source Software. All Open Source Software is licensed to Customer in accordance with, and Customer agrees to abide by, the provisions of the standard license of the copyright owner and not the Software License Agreement. Upon request by Customer, Motorola will use commercially reasonable efforts to determine whether any Open Source Software will be provided under this Agreement; and if so, identify the Open Source Software and provide to Customer a copy of the applicable standard license (or specify where that license may be found); and provide to Customer a copy of the Open Source Software source code if it is publicly available without charge (although a distribution fee or a charge for related services may be applicable).

Section 4 PERFORMANCE SCHEDULE

The Parties will perform their respective responsibilities in accordance with the Performance Schedule. Customer affirms that a purchase order or notice to proceed is not required for contract performance or for subsequent years of service, if any, and that Customer will appropriate funds according to the Payment Schedule. The Customer will pay all invoices as received from Motorola and any changes in scope will be subject to the change order process as described in this Agreement. At the time of execution of this Agreement, the Customer will provide all necessary reference information to include on invoices for payment in accordance with this Agreement.

Section 5 CONTRACT PRICE, PAYMENT AND INVOICING

5.1. **CONTRACT PRICE.** The Contract Price in U.S. dollars is \$ 690,355.00. Motorola has priced the Agreement based on the initial System configuration and Service plans.

5.2. **INVOICING AND PAYMENT.** Motorola will submit invoices to Customer annually in advance of each year of Services. Customer will make payments to Motorola within thirty (30) days after the date of each invoice. Customer will make payments when due in the form of a wire transfer, check, or cashier's check from a U.S. financial institution. Overdue invoices will bear simple interest at the maximum allowable rate. For reference, the Federal Tax Identification Number for Motorola Solutions, Inc. is 36-1115800.

5.3. **FREIGHT, TITLE, AND RISK OF LOSS.** Motorola will pay all freight charges. Title and risk of loss to the Equipment will pass to Customer upon delivery to the Customer. Title to Software will not pass to Customer at any time. Motorola will pack and ship all Equipment in accordance with good commercial practices.

5.4. **INVOICING AND SHIPPING ADDRESSES.** Invoices will be sent to the Customer at the following address:

Company Name: Warren County Telecommunications
Attention: Accounts Payable

Billing Address: 500 Justice Drive
City, State, Zip: Lebanon, OH 45036

The address which is the ultimate destination where the Equipment will be delivered to Customer is:

Company Name: Warren County Telecommunications
Attention: Paul Kindell
Billing Address: 500 Justice Drive
City, State, Zip: Lebanon, OH 45036

The Equipment will be shipped to the Customer at the following address (insert if this information is known):

Company Name: Warren County Telecommunications
Attention: Paul Kindell
Billing Address: 500 Justice Drive
City, State, Zip: Lebanon, OH 45036

Customer may change this information by giving written notice to Motorola.

Section 6 SITES AND SITE CONDITIONS

6.1. **ACCESS TO SITES.** In addition to its responsibilities described elsewhere in this Agreement, Customer will provide a designated project manager; all necessary construction and building permits, zoning variances, licenses, and any other approvals that are necessary to develop or use the sites and mounting locations; and access to the work sites or vehicles as reasonably requested by Motorola so that it may perform its duties in accordance with the Performance Schedule and Statement of Work. If the Statement of Work so indicates, Motorola may assist Customer in the local building permit process.

6.2. **SITE CONDITIONS.** Customer will ensure that all work sites it provides will be safe, secure, and in compliance with all applicable industry and OSHA standards. To the extent applicable and unless the Statement of Work states to the contrary, Customer will ensure that these work sites have adequate: physical space; air conditioning and other environmental conditions; adequate and appropriate electrical power outlets, distribution, equipment and connections; and adequate telephone or other communication lines (including modem access and adequate interfacing networking capabilities), all for the installation, use and maintenance of the Products. Before installing the Equipment or Software at a work site, Motorola may inspect the work site and advise Customer of any apparent deficiencies or non-conformities with the requirements of this Section.

Section 7 ACCEPTANCE

Acceptance of the Products will occur upon delivery to Customer unless the Statement of Work provides for acceptance verification or testing, in which case acceptance of the Products will occur upon successful completion of the acceptance verification or testing. Notwithstanding the preceding sentence, Customer's use of the Products for their operational purposes will constitute acceptance.

Section 8 WARRANTIES

8.1. **EQUIPMENT WARRANTY.** During the Warranty Period, Motorola warrants that the Equipment under normal use and service will be free from material defects in materials and workmanship.

8.2. **MOTOROLA SOFTWARE WARRANTY.** Except as described in the SwSP and unless otherwise stated in the Software License Agreement, during the Warranty Period, Motorola warrants the Software in accordance with the warranty terms set forth in the Software License Agreement and the provisions of this Section that are applicable to the Software. **Nothing in this Warranty provision is intended to conflict or modify the Software Support Policy. In the event of an ambiguity or conflict between the Software Warranty and Software Support Policy, the Software Support Policy governs. TO**

THE EXTENT, IF ANY, THAT THERE IS A SEPARATE LICENSE AGREEMENT PACKAGED WITH, OR PROVIDED ELECTRONICALLY WITH, A PARTICULAR PRODUCT THAT BECOMES EFFECTIVE ON AN ACT OF ACCEPTANCE BY THE END USER, THEN THAT AGREEMENT SUPERCEDES THIS SOFTWARE LICENSE AGREEMENT AS TO THE END USER OF EACH SUCH PRODUCT.

8.3. **EXCLUSIONS TO EQUIPMENT AND MOTOROLA SOFTWARE WARRANTIES.** These warranties do not apply to: (i) defects or damage resulting from: use of the Equipment or Motorola Software in other than its normal, customary, and authorized manner; accident, liquids, neglect, or acts of God; testing, maintenance, disassembly, repair, installation, alteration, modification, or adjustment not provided or authorized in writing by Motorola; Customer's failure to comply with all applicable industry and OSHA standards; (ii) breakage of or damage to antennas unless caused directly by defects in material or workmanship; (iii) Equipment that has had the serial number removed or made illegible; (iv) batteries (because they carry their own separate limited warranty) or consumables; (v) freight costs to ship Equipment to the repair depot; (vi) scratches or other cosmetic damage to Equipment surfaces that does not affect the operation of the Equipment; and (vii) normal or customary wear and tear.

8.4. **SERVICE WARRANTY.** During the Warranty Period, Motorola warrants that the Services will be provided in a good and workmanlike manner, free of defects in materials and workmanship, and will conform in all material respects to the applicable Statement of Work.

8.5. **WARRANTY CLAIMS.** To assert a warranty claim, Customer must notify Motorola in writing of the claim before the expiration of the Warranty Period. Upon receipt of this notice, Motorola will investigate the warranty claim. If this investigation confirms a valid Equipment or Software warranty claim, Motorola will (at its option and at no additional charge to Customer) repair the defective Equipment or Motorola Software, replace it with the same or equivalent product, or refund the price of the defective Equipment or Motorola Software. These actions will be the full extent of Motorola's liability for the warranty claim. In the event of a valid Services warranty claim, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. If this investigation indicates the warranty claim is not valid, then Motorola may invoice Customer for responding to the claim on a time and materials basis using Motorola's then current labor rates. Repaired or replaced product is warranted for the balance of the original applicable warranty period. All replaced products or parts will become the property of Motorola.

8.6. **ORIGINAL END USER IS COVERED.** These express limited warranties are extended by Motorola to the Customer for commercial, industrial, or governmental use only, and are not assignable or transferable.

8.7. **DISCLAIMER OF OTHER WARRANTIES.** THESE WARRANTIES ARE THE COMPLETE WARRANTIES FOR THE EQUIPMENT, MOTOROLA SOFTWARE AND SERVICES PROVIDED UNDER THIS AGREEMENT AND ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Section 9 DELAYS

Neither Party will be liable for its non-performance or delayed performance if caused by a Force Majeure. A Party that becomes aware of a Force Majeure that will significantly delay performance will notify the other Party promptly (but in no event later than fifteen days) after it discovers the Force Majeure. If a Force Majeure occurs, the Parties will execute a change order to extend the Performance Schedule for a time period that is reasonable under the circumstances.

Section 10 DISPUTES

The Parties will use the following procedure to address any dispute arising under this Agreement (a "Dispute").

10.1. **GOVERNING LAW.** This Agreement will be governed by and construed in accordance with the laws of the State in which the Services are performed.

10.2. **NEGOTIATION.** Either Party may initiate the Dispute resolution procedures by sending a notice of Dispute ("Notice of Dispute"). The Parties will attempt to resolve the Dispute promptly through good faith negotiations including 1) timely escalation of the Dispute to executives who have authority to settle the Dispute and who are at a higher level of management than the persons with direct responsibility for the matter and 2) direct communication between the executives. If the Dispute has not been resolved within ten (10) days from the Notice of Dispute, the Parties will proceed to mediation.

10.3. **MEDIATION.** The Parties will choose an independent mediator within thirty (30) days of a notice to mediate from either Party ("Notice of Mediation"). Neither Party may unreasonably withhold consent to the selection of a mediator. If the Parties are unable to agree upon a mediator, either Party may request that American Arbitration Association nominate a mediator. Each Party will bear its own costs of mediation, but the Parties will share the cost of the mediator equally. Each Party will participate in the mediation in good faith and will be represented at the mediation by a business executive with authority to settle the Dispute.

10.4. **LITIGATION, VENUE and JURISDICTION.** If a Dispute remains unresolved for sixty (60) days after receipt of the Notice of Mediation, either Party may then submit the Dispute to a court of competent jurisdiction in the state in which the Products are installed. Each Party irrevocably agrees to submit to the exclusive jurisdiction of the courts in such state over any claim or matter arising under or in connection with this Agreement.

10.5. **CONFIDENTIALITY.** All communications pursuant to subsections 10.2 and 10.3 will be treated as compromise and settlement negotiations for purposes of applicable rules of evidence and any additional confidentiality protections provided by applicable law. The use of these Dispute resolution procedures will not be construed under the doctrines of laches, waiver or estoppel to affect adversely the rights of either Party.

Section 11 DEFAULT AND TERMINATION

11.1. **DEFAULT BY A PARTY.** If either Party fails to perform a material obligation under this Agreement, the other Party may consider the non-performing Party to be in default (unless a Force Majeure causes the failure) and may assert a default claim by giving the non-performing Party a written and detailed notice of default. Except for a default by Customer for failing to pay any amount when due under this Agreement which must be cured immediately, the defaulting Party will have thirty (30) days after receipt of the notice of default to either cure the default or, if the default is not curable within thirty (30) days, provide a written cure plan. The defaulting Party will begin implementing the cure plan immediately after receipt of notice by the other Party that it approves the plan. If Customer is the defaulting Party, Motorola may stop work on the project until it approves the Customer's cure plan. If the non-performing Party fails to cure the default, the performing Party may terminate any unfulfilled portion of this Agreement and recover damages as permitted by law and this Agreement.

11.2. **CONVENIENCE.** Customer may terminate this Agreement (in whole or part) at any time. To exercise this right, Customer must provide to Motorola formal written notice at least thirty (30) days in advance of the effective date of the termination. The notice must explicitly state the effective date of the termination and whether the contract termination is in whole or in part, and if in part, which part is being terminated. If Customer exercises this right to terminate for convenience, it will be liable to pay Motorola for (1) the portion of the Contract Price attributable to the Products provided and Services performed, on or before the effective date of the termination; and (2) costs and expenses that Motorola incurs as a result of the termination of the Agreement, including but not limited to costs and expenses associated with cancellation of subcontracts, restocking fees, removal of installation or test equipment, etc. If the portion of the Contract Price and/or the recoverable costs and expenses attributable to the termination of the Agreement are not readily ascertainable, Customer will be liable to pay Motorola for the reasonable value of such Products, Services, costs and expenses. The SUAll annualized price is based on the fulfillment of the two year cycle. If Customer terminates this service during a two year cycle, except for Motorola's default, then Customer will be required to pay for the balance of payments owed for the two year cycle if a major system release has been implemented before the point of termination. Notwithstanding the above,

Customer shall have no right to terminate this Agreement if Motorola has given Customer a notice of default and such default has not been cured.

Section 12 INDEMNIFICATION

12.1. GENERAL INDEMNITY BY MOTOROLA. Motorola will indemnify and hold Customer harmless from any and all liability, expense, judgment, suit, cause of action, or demand for personal injury, death, or direct damage to tangible property which may accrue against Customer to the extent it is caused by the negligence of Motorola, its subcontractors, or their employees or agents, while performing their duties under this Agreement, if Customer gives Motorola prompt, written notice of any the claim or suit. Customer will cooperate with Motorola in its defense or settlement of the claim or suit. This section sets forth the full extent of Motorola's general indemnification of Customer from liabilities that are in any way related to Motorola's performance under this Agreement.

12.3. PATENT AND COPYRIGHT INFRINGEMENT.

12.3.1. Motorola will defend at its expense any suit brought against Customer to the extent it is based on a third-party claim alleging that the Equipment manufactured by Motorola or the Motorola Software ("Motorola Product") directly infringes a United States patent or copyright ("Infringement Claim"). Motorola's duties to defend and indemnify are conditioned upon: Customer promptly notifying Motorola in writing of the Infringement Claim; Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise; and Customer providing to Motorola cooperation and, if requested by Motorola, reasonable assistance in the defense of the Infringement Claim. In addition to Motorola's obligation to defend, and subject to the same conditions, Motorola will pay all damages finally awarded against Customer by a court of competent jurisdiction for an Infringement Claim or agreed to, in writing, by Motorola in settlement of an Infringement Claim.

12.3.2. If an Infringement Claim occurs, or in Motorola's opinion is likely to occur, Motorola may at its option and expense: (a) procure for Customer the right to continue using the Motorola Product; (b) replace or modify the Motorola Product so that it becomes non-infringing while providing functionally equivalent performance; or (c) accept the return of the Motorola Product and grant Customer a credit for the Motorola Product, less a reasonable charge for depreciation. The depreciation amount will be calculated based upon generally accepted accounting standards.

12.3.3. Motorola will have no duty to defend or indemnify for any Infringement Claim that is based upon: (a) the combination of the Motorola Product with any software, apparatus or device not furnished by Motorola; (b) the use of ancillary equipment or software not furnished by Motorola and that is attached to or used in connection with the Motorola Product; (c) Motorola Product designed or manufactured in accordance with Customer's designs, specifications, guidelines or instructions, if the alleged infringement would not have occurred without such designs, specifications, guidelines or instructions; (d) a modification of the Motorola Product by a party other than Motorola; (e) use of the Motorola Product in a manner for which the Motorola Product was not designed or that is inconsistent with the terms of this Agreement; or (f) the failure by Customer to install an enhancement release to the Motorola Software that is intended to correct the claimed infringement. In no event will Motorola's liability resulting from its indemnity obligation to Customer extend in any way to royalties payable on a per use basis or the Customer's revenues, or any royalty basis other than a reasonable royalty based upon revenue derived by Motorola from Customer from sales or license of the infringing Motorola Product.

12.3.4. This Section 12 provides Customer's sole and exclusive remedies and Motorola's entire liability in the event of an Infringement Claim. Customer has no right to recover and Motorola has no obligation to provide any other or further remedies, whether under another provision of this Agreement or any other legal theory or principle, in connection with an Infringement Claim. In addition, the rights and remedies provided in this Section 12 are subject to and limited by the restrictions set forth in Section 13.

Section 13 LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, indemnification, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Service provided under this Agreement. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT, THE SALE OR USE OF THE EQUIPMENT OR SOFTWARE, OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. This limitation of liability provision survives the expiration or termination of the Agreement and applies notwithstanding any contrary provision. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account.

Section 14 CONFIDENTIALITY AND PROPRIETARY RIGHTS

14.1. CONFIDENTIAL INFORMATION.

14.1.1. Each party is a disclosing party ("Discloser") and a receiving party ("Recipient") under this Agreement. All Deliverables will be deemed to be Motorola's Confidential Information. During the term of this Agreement and for a period of three (3) years from the expiration or termination of this Agreement, Recipient will (i) not disclose Confidential Information to any third party; (ii) restrict disclosure of Confidential Information to only those employees (including, but not limited to, employees of any wholly owned subsidiary, a parent company, any other wholly owned subsidiaries of the same parent company), agents or consultants who must be directly involved with the Confidential Information for the purpose and who are bound by confidentiality terms substantially similar to those in this Agreement; (iii) not copy, reproduce, reverse engineer, de-compile or disassemble any Confidential Information; (iv) use the same degree of care as for its own information of like importance, but at least use reasonable care, in safeguarding against disclosure of Confidential Information; (v) promptly notify Discloser upon discovery of any unauthorized use or disclosure of the Confidential Information and take reasonable steps to regain possession of the Confidential Information and prevent further unauthorized actions or other breach of this Agreement; and (vi) only use the Confidential Information as needed to fulfill this Agreement.

14.1.2. Recipient is not obligated to maintain as confidential, Confidential Information that Recipient can demonstrate by documentation (i) is now available or becomes available to the public without breach of this agreement; (ii) is explicitly approved for release by written authorization of Discloser; (iii) is lawfully obtained from a third party or parties without a duty of confidentiality; (iv) is known to the Recipient prior to such disclosure; or (v) is independently developed by Recipient without the use of any of Discloser's Confidential Information or any breach of this Agreement.

14.1.3. All Confidential Information remains the property of the Discloser and will not be copied or reproduced without the express written permission of the Discloser, except for copies that are absolutely necessary in order to fulfill this Agreement. Within ten (10) days of receipt of Discloser's written request, Recipient will return all Confidential Information to Discloser along with all copies and portions thereof, or certify in writing that all such Confidential Information has been destroyed. However, Recipient may retain one (1) archival copy of the Confidential Information that it may use only in case of a dispute concerning this Agreement. No license, express or implied, in the Confidential Information is granted other than to use the Confidential Information in the manner and to the extent authorized by this Agreement. The Discloser warrants that it is authorized to disclose any Confidential Information it discloses pursuant to this Agreement.

14.2. **PRESERVATION OF MOTOROLA'S PROPRIETARY RIGHTS.** Motorola, the third party manufacturer of any Equipment, and the copyright owner of any Non-Motorola Software own and retain all of their respective Proprietary Rights in the Equipment and Software, and nothing in this Agreement is intended to restrict their Proprietary Rights. All intellectual property developed, originated, or prepared by

Motorola in connection with providing to Customer the Equipment, Software, or related services remain vested exclusively in Motorola, and this Agreement does not grant to Customer any shared development rights of intellectual property. Except as explicitly provided in the Software License Agreement, Motorola does not grant to Customer, either directly or by implication, estoppel, or otherwise, any right, title or interest in Motorola's Proprietary Rights. Customer will not modify, disassemble, peel components, decompile, otherwise reverse engineer or attempt to reverse engineer, derive source code or create derivative works from, adapt, translate, merge with other software, reproduce, distribute, sublicense, sell or export the Software, or permit or encourage any third party to do so. The preceding sentence does not apply to Open Source Software which is governed by the standard license of the copyright owner.

14.3 VOLUNTARY DISCLOSURE. Except as required to fulfill its obligations under this Agreement, Motorola will have no obligation to provide Customer with access to its Confidential Information and/or proprietary information. Under no circumstances will Motorola be required to provide any data related to cost and pricing.

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

Section 15 GENERAL

15.1. TAXES. The Contract Price does not include any excise, sales, lease, use, property, or other taxes, assessments or duties, all of which will be paid by Customer except as exempt by law. If Motorola is required to pay any of these taxes, Motorola will send an invoice to Customer and Customer will pay to Motorola the amount of the taxes (including any interest and penalties) within twenty (20) days after the date of the invoice. Customer will be solely responsible for reporting the Equipment for personal property tax purposes, and Motorola will be solely responsible for reporting taxes on its income or net worth.

15.2. ASSIGNABILITY AND SUBCONTRACTING. Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

15.3 WAIVER. Failure or delay by either Party to exercise a right or power under this Agreement will not be a waiver of the right or power. For a waiver of a right or power to be effective, it must be in a writing signed by the waiving Party. An effective waiver of a right or power will not be construed as either a future or continuing waiver of that same right or power, or the waiver of any other right or power.

15.4. SEVERABILITY. If a court of competent jurisdiction renders any part of this Agreement invalid or unenforceable, that part will be severed and the remainder of this Agreement will continue in full force and effect.

15.5. INDEPENDENT CONTRACTORS. Each Party will perform its duties under this Agreement as an independent contractor. The Parties and their personnel will not be considered to be employees or agents of the other Party. Nothing in this Agreement will be interpreted as granting either Party the right or authority to make commitments of any kind for the other. This Agreement will not constitute, create, or be interpreted as a joint venture, partnership or formal business organization of any kind.

15.6. HEADINGS AND SECTION REFERENCES. The section headings in this Agreement are inserted only for convenience and are not to be construed as part of this Agreement or as a limitation of the scope of the particular section to which the heading refers. This Agreement will be fairly interpreted in accordance with its terms and conditions and not for or against either Party.

15.7. ENTIRE AGREEMENT. This Agreement, including all Exhibits, constitutes the entire agreement of the Parties regarding the subject matter of the Agreement and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter. This Agreement may be executed in multiple counterparts, and shall have the same legal force and effect as if the Parties had executed it as a single document. The Parties shall sign in writing. This Agreement may be amended or modified only by a written instrument signed by authorized representatives of both Parties. The preprinted terms and conditions found on any Customer purchase or purchase order, acknowledgment or other form will not be considered an amendment or modification of this Agreement, even if a representative of each Party signs that document.

15.8. NOTICES. Notices required under this Agreement to be given by one Party to the other must be in writing and either personally delivered or sent to the address shown below by certified mail, return receipt requested and postage prepaid (or by a recognized courier service, such as Federal Express, UPS, or DHL), or by facsimile with correct answerback received, and will be effective upon receipt:

Motorola Solutions, Inc.
Attn: Law Department
500 W. Monroe St., 43rd Floor
Chicago, IL 60661

Customer: Warren County Telecommunications
Attn: Paul Kindell
500 Justice Drive
Lebanon, Ohio 45036

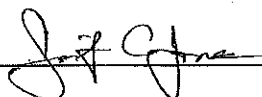
15.9. COMPLIANCE WITH APPLICABLE LAWS. Each Party will comply with all applicable federal, state, and local laws, regulations and rules concerning the performance of this Agreement or use of the System. Customer will obtain and comply with all Federal Communications Commission ("FCC") licenses and authorizations required for the installation, operation and use of the System before the scheduled installation of the Equipment. Although Motorola might assist Customer in the preparation of its FCC license applications, neither Motorola nor any of its employees is an agent or representative of Customer in FCC or other matters.

15.10. AUTHORITY TO EXECUTE AGREEMENT. Each Party represents that it has obtained all necessary approvals, consents and authorizations to enter into this Agreement and to perform its duties under this Agreement; the person executing this Agreement on its behalf has the authority to do so; upon execution and delivery of this Agreement by the Parties, it is a valid and binding contract, enforceable in accordance with its terms; and the execution, delivery, and performance of this Agreement does not violate any bylaw, charter, regulation, law or any other governing authority of the Party.

15.11. SURVIVAL OF TERMS. The following provisions will survive the expiration or termination of this Agreement for any reason: Section 3.6 (Motorola Software); Section 3.7 (Non-Motorola Software); if any payment obligations exist, Sections 5.1 and 5.2 (Contract Price and Invoicing and Payment); Subsection 8.7 (Disclaimer of Implied Warranties); Section 10 (Disputes); Section 13 (Limitation of Liability); and Section 14 (Confidentiality and Proprietary Rights); and all of the General provisions in Section 15.

The Parties hereby enter into this Agreement as of the Effective Date.

Motorola Solutions, Inc.

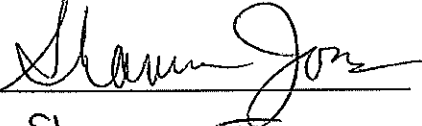
By: 

Name: Jennifer Jones

Title: Regional Services Director

Date: June 18, 2019

Customer

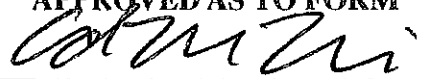
By: 

Name: Shannon Jones

Title: President

Date: 7/9/19

APPROVED AS TO FORM



Adam M. Nice

Asst. Prosecuting Attorney

Exhibit A

SOFTWARE LICENSE AGREEMENT

This Exhibit A Software License Agreement ("Agreement") is between Motorola Solutions, Inc., ("Motorola"), and _WARREN COUNTY TELCOMMUNICATIONS DEPT _____ ("Licensee").

For good and valuable consideration, the parties agree as follows:

Section 1 DEFINITIONS

1.1 "Designated Products" means products provided by Motorola to Licensee with which or for which the Software and Documentation is licensed for use.

1.2 "Documentation" means product and software documentation that specifies technical and performance features and capabilities, and the user, operation and training manuals for the Software (including all physical or electronic media upon which such information is provided).

1.3 "Open Source Software" means software with either freely obtainable source code, license for modification, or permission for free distribution.

1.4 "Open Source Software License" means the terms or conditions under which the Open Source Software is licensed.

1.5 "Primary Agreement" means the agreement to which this exhibit is attached.

1.6 "Security Vulnerability" means a flaw or weakness in system security procedures, design, implementation, or internal controls that could be exercised (accidentally triggered or intentionally exploited) and result in a security breach such that data is compromised, manipulated or stolen or the system damaged.

1.7 "Software" (i) means proprietary software in object code format, and adaptations, translations, de-compilations, disassemblies, emulations, or derivative works of such software; (ii) means any modifications, enhancements, new versions and new releases of the software provided by Motorola; and (iii) may contain one or more items of software owned by a third party supplier. The term "Software" does not include any third party software provided under separate license or third party software not licensable under the terms of this Agreement.

Section 2 SCOPE

Motorola and Licensee enter into this Agreement in connection with Motorola's delivery of certain proprietary Software or products containing embedded or pre-loaded proprietary Software, or both. This Agreement contains the terms and conditions of the license Motorola is providing to Licensee, and Licensee's use of the Software and Documentation.

Section 3 GRANT OF LICENSE

3.1. Subject to the provisions of this Agreement and the payment of applicable license fees, Motorola grants to Licensee a personal, limited, non-transferable (except as permitted in Section 7) and non-exclusive license under Motorola's copyrights and Confidential Information (as defined in the Primary Agreement) embodied in the Software to use the Software, in object code form, and the Documentation solely in connection with Licensee's use of the Designated Products. This Agreement does not grant any rights to source code.

3.2. If the Software licensed under this Agreement contains or is derived from Open Source Software, the terms and conditions governing the use of such Open Source Software are in the Open Source

Software Licenses of the copyright owner and not this Agreement. If there is a conflict between the terms and conditions of this Agreement and the terms and conditions of the Open Source Software Licenses governing Licensee's use of the Open Source Software, the terms and conditions of the license grant of the applicable Open Source Software Licenses will take precedence over the license grants in this Agreement. If requested by Licensee, Motorola will use commercially reasonable efforts to: (i) determine whether any Open Source Software is provided under this Agreement; (ii) identify the Open Source Software and provide Licensee a copy of the applicable Open Source Software License (or specify where that license may be found); and, (iii) provide Licensee a copy of the Open Source Software source code, without charge, if it is publicly available (although distribution fees may be applicable).

Section 4 LIMITATIONS ON USE

4.1. Licensee may use the Software only for Licensee's internal business purposes and only in accordance with the Documentation. Any other use of the Software is strictly prohibited. Without limiting the general nature of these restrictions, Licensee will not make the Software available for use by third parties on a "time sharing," "application service provider," or "service bureau" basis or for any other similar commercial rental or sharing arrangement.

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Section 10 CONFIDENTIALITY

Licensee acknowledges that the Software and Documentation contain Motorola's valuable proprietary and Confidential Information and are Motorola's trade secrets, and that the provisions in the Primary Agreement concerning Confidential Information apply.

Section 11 LIMITATION OF LIABILITY

The Limitation of Liability provision is described in the Primary Agreement.

Section 12 NOTICES

Notices are described in the Primary Agreement.

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13.6. **SURVIVAL.** Sections 4, 5, 6.4, 7, 8, 9, 10, 11 and 13 survive the termination of this Agreement.

13.7. **ORDER OF PRECEDENCE.** In the event of inconsistencies between this Exhibit and the Primary Agreement, the parties agree that this Exhibit prevails, only with respect to the specific subject matter of this Exhibit, and not the Primary Agreement or any other exhibit as it applies to any other subject matter.

13.8. **SECURITY.** Motorola uses reasonable means in the design and writing of its own Software and the acquisition of third party Software to limit Security Vulnerabilities. While no software can be guaranteed to be free from Security Vulnerabilities, if a Security Vulnerability is discovered, Motorola will take the steps set forth in Section 6 of this Agreement.

Exhibit B

SERVICE STATEMENT(S) OF WORK



ADVANCED PLUS SERVICES STATEMENT OF WORK

V1.3

May 2018

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ADVANCED PLUS SERVICES STATEMENT OF WORK

1.1 INTRODUCTION

This Statement of Work (SOW), including all of its subsections and attachments is an integral part of the Services Agreement or other signed agreement between Motorola Solutions, Inc. (Motorola) and Customer ("Agreement") and is subject to the terms and conditions set forth in the Agreement.

Advanced Plus Services are Network Event Monitoring, Technical Support, Network Hardware Repair, Remote Security Patch Installation, OnSite Support and Annual Preventive Maintenance. Each of these services are summarized below and expanded upon in the appendices A, B, C, D, E and F. In the event of a conflict between the Sections below and an individual SOW Subsection, the individual SOW Subsection prevails.

1.1.1 Advanced Plus Services

Motorola's Advanced Plus Services are designed for customers who would benefit from Motorola's support experience. Advanced Plus Services are delivered through a combination of centralized resources within Motorola's Solutions Support Center (SSC) collaborating with authorized local field services delivery resources that are experienced in managing mission critical networks and associated technologies. The MSI SSC operates 24 x 7 x 365, leveraging field resources that are either dedicated to the network or engaged as needed.

Advanced Plus Services applies to fixed end communications network equipment located at the network core, RF site and dispatch sites. Advanced Plus Services do not include maintenance of mobile or portable devices, or network backhaul.

The services described in this SOW will be performed in accordance with the Customer Support Plan (CSP) agreed upon by the parties.

The CSP will define the system elements covered under Advanced Plus Services. The division of responsibilities between Motorola and Customer shall be defined and documented in the Appendices of this SOW, the Advanced Plus Services CSP and other portions of the Agreement.

1.1.2 Customer Support Plan (CSP)

The Advanced Plus Services Statement of Work summarizes Motorola's delivery approach and standard goals. Since individual customer technologies, systems, operating environments, and operational capabilities differ, the outlined services approach in the Advanced Plus Services SOW will be adapted to each Customer's own environment and unique needs via the CSP.

The CSP is a critical component of this SOW and, once created, will automatically become integrated into this SOW by this reference. Motorola and Customer will collaborate to define the Customer-specific processes, procedures, network information, and other relevant support details required to perform the Services set forth in the Advanced Plus Services SOW.

1.1.3 Centralized Service Delivery

Network Event Monitoring provides for real time continuous event management for radio communications networks. The SSC Network Operations Center utilizes sophisticated tools for remote monitoring and event characterization of customer communications networks. When an event is detected, technologists acknowledge and assess the situation, and initiate a defined response. Appendix A contains the SOW for Network Event Monitoring.

Technical Support provides telephone consultation for technical issues that require a high level of ASTRO 25 network experience and troubleshooting capabilities. Technical Support is delivered through the Motorola Solutions Support Center (SSC) by a staff of technical support specialists skilled in diagnosis and swift resolution of infrastructure performance and operational issues. Motorola applies leading industry standards in recording, monitoring, escalating and reporting for Technical Support calls from its contracted customers, reflecting the importance of maintaining mission critical systems. Appendix B contains the SOW for Technical Support.

The Service Desk provides a single point of contact for all Service related items, including communications between Customer, Third-Party Subcontractors, and Motorola. The Service Desk provides an ingress/egress point for Service Requests, Service Incidents, Changes, and Dispatch. All incoming transactions through the Service Desk are recorded, tracked and updated through the Motorola Customer Relationship Management (CRM) system. Key responsibilities are: Documentation of customer inquiries, requests, concerns and related tickets. Tracking and resolution of issues, and timely communication with all stakeholders is based on the nature of the incident and the requirements of the CSP. The Services Desk will manage service requests received from authorized parties and will coordinate the appropriate response with Customer and third parties, as necessary.

1.1.4 Field Service Delivery

Advanced Plus Services are provided by authorized local field Services delivery resources. Annual Preventive Maintenance and OnSite Support are both managed from the SSC, but delivered by authorized local field services resources.

OnSite Support provides local, trained and qualified technicians who arrive at the customer location upon a dispatch service call to diagnose and restore the communications network. This involves running diagnostics on the hardware or FRU (Field Replacement Unit) and replacing defective infrastructure or FRU. The system technician will respond to the customer location based on pre-defined severity levels. Appendix E contains the SOW for Onsite Support.

Annual Preventive Maintenance Service provides proactive, regularly scheduled operational test and alignment of infrastructure and network components to continually meet original manufacturer's specifications. Certified field technicians

perform hands-on examination and diagnostics of network equipment on a routine and prescribed basis. Appendix F contains the SOW for Annual Preventive Maintenance.

1.1.5 Network Hardware Repair

Motorola provides a hardware repair service for all of the Motorola and select third-party infrastructure equipment supplied by Motorola. The Motorola authorized Repair Depot manages and performs the repair of Motorola supplied equipment as well as coordinating the equipment repair logistics process. Appendix C contains the SOW for Network Hardware Repair.

Network Hardware Repair with Advanced Replacement is a purchasable option under which Motorola will provide Customer with an advanced replacement unit(s) or Field Replacement Units (FRU's) as they are available in exchange for Customer's malfunctioning equipment. Malfunctioning equipment will be evaluated and repaired by the infrastructure repair depot and returned to depot's FRU inventory upon completion of repair. Customers who prefer to maintain their existing FRU inventory have an option to request a "Loaner" FRU while their unit is being repaired. If purchased, an appendix with the Network Hardware Repair with Advanced Replacement SOW will be included at the end of this document.

1.1.6 Security Management Operations

Remote Security Patch Installation

Motorola maintains a dedicated vetting lab for each supported ASTRO 25 release for the purpose of pre-testing security updates. In some cases, when appropriate, Motorola will make the updates available to outside vendors, allow them to test, and then incorporate those results into this offering. Once tested, Motorola posts the updates to a secured extranet website and sends an email notification to the customer. If there are any recommended configuration changes, warnings, or workarounds, Motorola will provide detailed documentation along with the updates on the website. In addition to testing the security updates, Remote Security Patch Installation includes remote installation of the updates. Appendix D contains the SOW for Remote Security Patch Installation.

Security Monitoring

ASTRO 25 Security Monitoring is a purchasable solution that provides 24x7x365 monitoring of the radio network security elements by specialized security technologists with years of experience working with ASTRO 25 mission-critical networks. For highly complex or unusual security events, our technologists have direct and immediate access to Motorola engineers for rapid resolution. If purchased, an appendix with the Security Monitoring SOW will be included at the end of this document.

1.1.7 Network Updates

Network Updates Service is a comprehensive approach to technology sustainment of the ASTRO 25 system. It incorporates both software and hardware updates aligned with the ASTRO 25 platform lifecycle so the customer's system is maintained at a high level of support. Network Updates service provides a complete package of hardware, software and implementation

services required to update the ASTRO 25 system with an equivalent level of functionality.

- Network Updates enable the ASTRO 25 system to function at high levels of operation over time, and allow for feature enhancement and system expansion, such as expansion of RF sites, dispatch positions, data sub-systems, network management positions, while maximizing the lifespan of the investment. Network updates provide access to the latest available standard and optional features (optional features may require an additional fee for licensing and hardware). Software and hardware updates to platform components optimize the availability of repair services support and may also provide increased capacity and processing capability. Live network updates are performed with minimal interruption to system operation and with minimal reliance on owner resources. Appendix G contains the SOW for Network Updates

1.1.8 MyView Portal

MyView Portal is a web-based platform that provides a transparent, single source view of network maintenance and operations along with historical system and service delivery information. It can be accessed from a desktop, laptop or tablet web browser.

- Event Monitoring Reports: See resolution status for incidents and notifications by severity level.
- Technical Support: View case status details to compare them to committed response times.
- OnSite Support: Observe case details by severity level and track the progress of onsite support issue resolution.
- Annual Preventive Maintenance: Access the maintenance status for all sites and quickly identify actions needed to take to optimize system performance.
- Network Hardware Repair: Track return material authorizations (RMAs) shipped to our repair depot and eliminate the need to call for status updates.
- Security Patching: Receive automated patch downloads and status on completed updates.
- Trending Reports: Access up to 13 months of historical data and system activity to analyze case management.
- Asset and Contract Information: View all the assets purchased for the network, recent orders, and contract information.

The data presented in MyView Portal is in support of the appendix SOW's which provide the terms of any service delivery commitments associated with this data.

1.2 APPENDIX A: NETWORK EVENT MONITORING STATEMENT OF WORK

Network Event Monitoring provides real-time fault monitoring for radio communications networks on a continuous basis. Network Event Monitoring utilizes sophisticated tools for remote monitoring and event characterization of your communications networks. When an event is detected, skilled technologists acknowledge and assess the situation, and initiate a defined response.

The terms and conditions of this Statement of Work (SOW) are an integral part of Motorola's Service Agreement or other applicable agreement to which it is attached and made a part thereof by this reference.

1.0 Description of Network Event Monitoring Services

Network Event Monitoring is a service designed to monitor elements of a communication system for events, as set forth in the Monitored Elements Table. When the SSC detects an event, then, based on the severity of the event, trained technologists acknowledge and remotely diagnose the event and initiate an appropriate response in accordance with the customer handling procedure. Appropriate responses could include, but are not limited to, continuing to monitor the event for further development, attempting remote remediation via engagement of Technical Support resources, or initiating dispatch of a Field Servicer ("Servicer") for onsite remediation if required.

1.1 Availability

Network Event Monitoring is available 24 hours a day, 7 days a week. Network Event Monitoring availability is based on the level of contracted service and defined in the Customer Support Plan (CSP).

1.2 Geographic Availability

Network Event Monitoring is a globally provided service unless limited by data export control regulations. Timeframes are based on the customer's local time zone.

1.3 Inclusions

Network Event Monitoring can be delivered on Motorola sold infrastructure as stated in the Monitored Elements Table.

1.4 Limitations and Exclusions

- 1.4.1 Does not include monitoring of anything outside of the radio network or monitoring of infrastructure provided by a third party, unless specifically stated. Monitored elements must be within the radio network and capable of sending traps to the Unified Event Manager (UEM).
- 1.4.2 Additional support charges above and beyond the contracted service agreement fees may apply if Motorola determines that system faults were caused by the customer making changes to critical system parameters.
- 1.4.3 The following activities are outside the scope of the Network Monitoring service, but are optional services that are available to remote Network Monitoring customers at an additional cost:
 - 1.4.3.1 Emergency on-site visits required to resolve technical issues that cannot be resolved by SSC working remotely with the local customer technical resource.
 - 1.4.3.2 System installations, upgrades, and expansions.

- 1.4.3.3 Customer training.
- 1.4.3.4 Hardware repair and/or exchange.
- 1.4.3.5 Network security services.
- 1.4.3.6 Network transport (WAN ports, WAN cloud, redundant paths).
- 1.4.3.7 Information Assurance.
- 1.4.3.8 Any services not expressly included in this statement of work.

1.4.4 Reference the event catalogue to confirm monitored equipment.

1.5 Motorola has the following responsibilities:

- 1.5.1. Provide dedicated connectivity through a network connection necessary for monitoring communication networks. The Connectivity Matrix further describes the connectivity options.
- 1.5.2 If determined necessary by Motorola, provide Motorola owned equipment for monitoring system elements. If Motorola installs or replaces Motorola owned equipment, the type of equipment and location installed is listed in the Motorola Owned & Supplied Equipment Table.
- 1.5.3 Verify connectivity and event monitoring prior to system acceptance or start date.
- 1.5.4 Monitor system continuously during hours designated in the CSP in accordance with the pre-defined times specified in section 1.6.2 below.
- 1.5.5 Remotely access the customer's system to perform remote diagnosis as permitted by customer pursuant to section 1.6.4.
- 1.5.6 Create a case, as necessary. Gather information to perform the following:
 - 1.5.6.1 Characterize the issue
 - 1.5.6.2 Determine a plan of action
 - 1.5.6.3 Assign and track the case to resolution.
- 1.5.7 Cooperate with customer to coordinate transition of monitoring responsibilities between Motorola and customer as specified in section 1.6.13 and 1.6.13.1.
- 1.5.8 Maintain communication as needed with the customer in the field until resolution of the case

1.6 The Customer has the following responsibilities:

- 1.6.2 Allow Motorola continuous remote access to enable the monitoring service.
- 1.6.3 Provide continuous utility service to any Motorola equipment installed or utilized at customer's premises to support delivery of the service. Customer acknowledges Risk of loss to any Equipment provided to Customer as part of the Services will reside with Customer upon delivery and will remain with Customer until Equipment is returned to Motorola or its authorized representative.
- 1.6.4 Provide Motorola with pre-defined customer information and preferences prior to Start Date necessary to complete the CSP, including, but not limited to:
 - 1.6.4.1 Case notification preferences and procedure
 - 1.6.4.2 Repair Verification Preference and procedure
 - 1.6.4.3 Database and escalation procedure forms.

- 1.6.4.4 Submit changes in any information supplied to Motorola and included in the CSP to the CSM.
- 1.6.5 Provide the following information when initiating a service request:
 - 1.6.5.1 Assigned system ID number
 - 1.6.5.2 Problem description and site location
 - 1.6.5.3 Other pertinent information requested by Motorola to open a Case.
- 1.6.6 Notify the SSC when customer performs any activity that impacts the system. (Activity that impacts the system may include, but is not limited to, installing software or hardware upgrades, performing upgrades to the network, renaming elements or devices within the network, or taking down part of the system to perform maintenance.)
- 1.6.7 Allow Servicers access to equipment (including any connectivity or monitoring equipment) if remote service is not possible.
- 1.6.8 Allow Servicers access to remove Motorola owned monitoring equipment upon cancellation of service.
- 1.6.9 Provide all customer managed passwords required to access the customer's system to Motorola upon request or when opening a case to request service support or enable response to a technical issue.
- 1.6.10 Pay additional support charges above and beyond the contracted service agreements that may apply if it is determined that system faults were caused by the customer making changes to critical system parameters
- 1.6.11 Obtain at Customer's cost all third party consents or licenses required to enable Motorola to provide the monitoring service.
- 1.6.12 Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide the services described in this SOW.
- 1.6.13 Contact Motorola to coordinate transition of monitoring when monitoring responsibility is to be transferred to or from Motorola. (I.e. normal business hours to after-hours monitoring) as set forth in pre-defined information provided by customer CSP.
 - 1.6.13.1 Upon contact, customer must provide customer name, site id, status on any open cases, severity level, and brief description of case and action plan to Motorola.
- 1.6.14 Acknowledge that cases will be handled in accordance with the times and priorities as defined in the Event Definition table- Appendix A.
- 1.6.15 Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide the Network Event Monitoring.

1.2.1 Engagement Matrix

The event types are based on the defined levels as follows:

Severity Level	Severity Definition	Engagement Times
1	<p>This is defined as a critical/major incident that causes the system and/or infrastructure to experience a loss of call processing functionality and no work-around or immediate solution is available.</p> <p>The following are examples of this kind of failure:</p> <ul style="list-style-type: none"> - 33% of call processing resources impaired - Remote Site/sub-system severed - Site Environment alarms: <ul style="list-style-type: none"> o Smoke o Unauthorized access o Temperature o Power failure 	Response provided 24 hours, 7 days a week, including US Holidays.
2	<p>This is defined as a moderate/minor incident that causes the system to operate with a continuous reduction in capacity or functionality of core services (core services include, voice, data or network management).</p> <p>The following are examples of this kind of failure:</p> <ul style="list-style-type: none"> - Less than 33% of call processing resources impaired - Failure of a single redundant component 	Response provided 8 x 5 on standard business days, which is normally Monday through Friday 8AM to 5PM, excluding US Holidays.
3	<p>This is defined as a minor issue, which has little or no impact on the functionality, efficiency or usability of core services.</p> <p>The following are examples of this kind of severity:</p> <ul style="list-style-type: none"> - Faults that have no impact in how the user perceives the system to work - Intermittent issues - Requests for information - Preventive Maintenance or upgrade related work 	Response provided 8 x 5 on standard business days, which is normally Monday through Friday 8AM to 5PM, excluding US Holidays.

1.2.2 Connectivity Matrix

Request connectivity 8 weeks in advance of service start date.

System Type	Available Connectivity	Set up and Maintenance
ASTRO@ 25	Internet VPN	Motorola
ASTRO@ 25	T1	Motorola
ASTRO@ 25	Ethernet	Motorola

Motorola Owned & Supplied Equipment Table.

Equipment Type	Location Installed
Firewall/Router	Master Site
Service Delivery Management Server	Master Site for each Zone

Monitored Elements Table		
Switch	ATR	DNS
Firewall	AUC	Domain Controller
Gateway	Backup Server	Enrichment Testing
Router	Call Processor	Environmental
Virtual Machine	CAM	ESX
Network Device	Camera	EXINDA
Server	CCGW	Exit Router
Controller	Conventional	Gateway Unit
Base Radio	Core	Generic Node
Telephony	Core Router	Guest WIFI
Zone Controller	CPG	HSS
ADSP	Data Base station	IDF
Agent	Data Processing	Impact
AMB	Database Server	Infrastructure (CHI CAM)
AP	Device Config Server	Install Server
ARCA DACS	DIU	IPDU
Jump Server	Packet Data Gateway	WebGUI
LAN Switch	Moscad Server	Probe
Licensing Service	Net cool Server	Probe Server
Link	Network Address	PTT
Logging Recorder	NX	QUANTAR

Monitored Elements Table		
Logging Replay Station	Object Server	RDM
LTE	OMADM	RFS
MDF	OP	RNG
MGEG	OSP	RTU
Microwave	OSS	Security
MME	ZDS	Short Data Router
SPM	Statistical Server	TRAK
UPS	TENSR	Trap Forwarder
VMS	UEM	UCS
VPM	WebGUI	

Some or all of the above equipment may be monitored depending on system configuration and need. Other equipment (not listed) may be monitored as an option. Consult with your Customer Support Manager for details.

1.3 APPENDIX B: TECHNICAL SUPPORT STATEMENT OF WORK

Motorola's Technical Support service provides telephone consultation for technical issues that require a high level of ASTRO 25 network knowledge and troubleshooting capabilities. Remote Technical Support is delivered through the Motorola Solutions Support Center (SSC) by a staff of technical support specialists skilled in diagnosis and swift resolution of infrastructure performance and operational issues.

Motorola applies leading industry standards in recording, monitoring, escalating and reporting for Technical Support calls from its contracted customers, reflecting the importance of maintaining mission critical systems.

1.1 Description of Technical Support Services

Motorola's Solutions Support Center's (SSC) primary goal is Customer Issue Resolution (CIR), providing Incident Restoration and Service Request Fulfillment on Motorola's currently supported infrastructure. This team of highly skilled, knowledgeable, and experienced specialists is available to the customer as an integrated part of the support and technical issue resolution process. The SSC remotely supports the customer and works with but not limited to fault diagnostics tools, simulation networks and fault database search engines.

Technical Support is available Monday - Friday 8:00am - 5:00pm local site time and 24 hours a day, 7 days a week for Severity 1 Incidents. Technical Support availability for severity 2, 3 and 4 incidents is outlined in the Severity Level Response Goals. Calls requiring incidents or service requests will be logged in Motorola's Customer Relationship Management (CRM) system. This helps ensure that technical issues are prioritized, updated, tracked and escalated as necessary, until resolution. Technical Support Operations assigns the impact level in accordance with the agreed Severity Level Definitions stated in this document.

Motorola will track the progress of each case from initial capture to resolution. Motorola will advise and inform the customer of the case progress and tasks that require further investigation and assistance from the customer's technical resources.

This service requires the customer to provide a suitably trained technical resource that delivers maintenance and support to the customer's system, and who is familiar with the operation of that system. Motorola provides technical consultants to support the local resource in the timely closure of infrastructure, performance and operational issues.

1.2 Scope

Technical Support service is available Monday - Friday 8:00am - 5:00pm local site time and 24 hours a day, 7 days a week for Severity 1 Incidents. See Severity Level Definitions.

1.3 Inclusions

Technical Support service will be delivered on Motorola sold infrastructure including integrated 3rd party products.

1.4 Limitations and Exclusions

The following activities are outside the scope of the Technical Support service, but are optional services that are available to remote Technical Support customers at an additional cost:

- 1.4.1 Emergency on-site visits required to resolve technical issues that cannot be resolved with the SSC working remotely with the local customer technical resource.
- 1.4.2 Third party support for equipment not sold by Motorola.
 - 1.4.3 System installations, upgrades, and expansions.
 - 1.4.4 Customer training.
 - 1.4.5 Hardware repair and/or exchange.
 - 1.4.6 Network security services.
 - 1.4.7 Network transport management.
 - 1.4.8 Motorola services not included in this statement of work.
 - 1.4.9 Any technical support required as a result of a virus or unwanted intrusion is excluded if the system is not protected against these security threats by Motorola's Pre-tested Security Update Service when applicable.

1.5 Motorola has the following responsibilities:

- 1.5.1. Provide availability to the Motorola Solution Support Center (800-221-7144), 24 hours a day, 7 days a week to respond to Customer's requests for Severity 1 support. Refer to Severity Level Response Time Goals for Severity 2, 3 and 4 response times.
- 1.5.2. Respond initially to Incidents and Technical Service Requests in accordance with the response times set forth in the Severity Level Response Time Goals section of this document and the severity level defined in the Severity Level Definitions section of this document.
- 1.5.3. Provide caller a plan of action outlining additional requirements, activities or information required to achieve restoral/fulfillment.
- 1.5.4. Maintain communication with the customer in the field as needed until resolution of the case
- 1.5.5. Coordinate technical resolutions with agreed upon third party vendors, as needed.
- 1.5.6. Manage functionally escalated support issues to additional Motorola technical resources, as applicable.
- 1.5.7. Determine, in its sole discretion, when a case requires more than the Technical Support services described in this SOW and notify customer of an alternative course of action.

1.6. The Customer has the following responsibilities:

- 1.6.1. Provide Motorola with pre-defined information prior to contract start date necessary to complete Customer Support Plan (CSP).
- 1.6.2. Submit changes in any information supplied in the Customer Support Plan (CSP) to the Customer Support Manager (CSM).
- 1.6.3. Contact the SSC in order to engage the Technical Support service, providing the necessary information for proper entitlement services. Including but not limited to the name of contact, name of customer, system ID number, site(s) in question, and brief description of the problem including pertinent information for initial issue characterization.
- 1.6.4. Maintain suitable trained technical resources that provide field maintenance and technical maintenance services to the system, and who are familiar with the operation of that system.
- 1.6.5. Supply suitably skilled and trained on-site presence when requested by the SSC.
- 1.6.6. Validate issue resolution prior to close of the case in a timely manner.
- 1.6.7. Acknowledge that cases will be handled in accordance with the times and priorities as defined in the Severity Level Definitions and in the Severity Level Response Time Goals section in this document.
- 1.6.8. Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide the Technical Support
- 1.6.9. Obtain at Customer's cost all third party consents or licenses required to enable Motorola to provide the Service.

1.7 Severity Level Definitions

The following severity level definitions will be used to determine the maximum response times:

Severity Level	Severity Definition
Severity 1	<p>This is defined as a failure that causes the system and/or infrastructure a loss of voice functionality and no work-around or immediate solution is available.</p> <p>The following are examples of this kind of failure:</p> <ul style="list-style-type: none"> - 33% of call processing resources impaired - Site Environment alarms: <ul style="list-style-type: none"> o Smoke, o Unauthorized access o Temperature o Power failure
Severity 2	<p>This is defined as a fault that causes the system to operate with a continuous reduction in capacity or functionality of core services (core services consist of: Voice, data or network management).</p> <p>The following are examples of this kind of failure:</p> <ul style="list-style-type: none"> - Less than 33% of call processing resources impaired - Failure of a single redundant component
Severity 3	<p>This is defined as a fault which reduces the functionality, efficiency or usability of core services (voice, data and network management) and there is a viable work-around in place.</p> <p>The following are examples of this kind of severity:</p> <ul style="list-style-type: none"> - Intermittent faults that are infrequent and minor impact to core services - Statistical reporting problems
Severity 4	<p>This is defined as a minor issue, which has little or no impact on the functionality, efficiency or usability of core services. The following are examples of this kind of severity:</p> <ul style="list-style-type: none"> - Faults resulting in minor functions or features being unsupported or unreliable in ways that are not noticeable to the user. - Faults that have no impact in how the user perceives the system to work. - Cosmetic issues. - Requests for information.

1.8 Severity Level Response Goals

The response times are based on the defined severity levels as follows:

Severity Level	Response Time
Severity 1	A Motorola SSC Technician will make contact with the customer technical representative within one hour of the request for support being logged in the issue management system. Continual effort will be maintained to restore the system or provide a workaround resolution. Response provided 24 x 7.
Severity 2	A Motorola SSC Technician will make contact with the customer technical representative within four hours of the request for support being logged at the issue management system. Response provided 8 x 5 on standard business days, which is normally Monday through Friday 8AM to 5PM, excluding US Holidays.
Severity 3	A Motorola SSC Technician will make contact with the customer technical representative within the next business day of the request for support being logged at the issue management system. Response provided 8 x 5 on standard business days, which is normally Monday through Friday 8AM to 5PM, excluding US Holidays.
Severity 4	A Motorola SSC Technician will make contact with the customer technical representative within the next business day of the request for support being logged at the issue management system. Response provided 8 x 5 on standard business days, which is normally Monday through Friday 8AM to 5PM, excluding US Holidays.

1.4 APPENDIX C: NETWORK HARDWARE REPAIR STATEMENT OF WORK

Motorola provides a hardware repair service for all of the Motorola and select third-party infrastructure equipment supplied by Motorola. The Motorola authorized Repair Depot manages and performs the repair of Motorola supplied equipment as well as coordinating the equipment repair logistics process.

1.1 Description of Services

Infrastructure components are repaired at a Motorola authorized Infrastructure Depot Operations (IDO). At Motorola's discretion, select third party Infrastructure may be sent to the original equipment manufacturer or third party vendor for repair.

1.2 Scope

Repair Authorizations are obtained by contacting the Solutions Support Center (SSC) which is available 24 hours a day, 7 days a week.

Repair authorizations can also be obtained online via Motorola Online at <https://businessonline.motorolasolutions.com>, under Repair Status/Submit Infrastructure RA.

1.3 Inclusions

Network Hardware Repair is available on Motorola sold communication systems which may include some aspect of third party hardware and software. Motorola will make a "commercially reasonable effort" to repair Motorola manufactured infrastructure products for seven years after product cancellation.

1.4 Exclusions

If infrastructure is no longer supported by Motorola, the original equipment manufacturer or a third party vendor, Motorola may return said equipment to the customer without repair or replacement. The following items are excluded from Network Hardware Repair:

- 1.4.1 All Motorola infrastructure hardware over seven (7) years from product cancellation date.
- 1.4.2. All Third party infrastructure hardware over two (2) years from product cancellation date.
- 1.4.3. All Broadband infrastructure over three (3) years from product cancellation date
- 1.4.4. Physically damaged infrastructure.
- 1.4.5. Third party equipment not shipped by Motorola
- 1.4.6 Consumable items including, but not limited to, batteries, connectors, cables, toner/ink cartridges, tower lighting, laptop computers, monitors, keyboards and mouse.
- 1.4.7 Video retrieval from Digital In-Car Video equipment.

- 1.4.8 Infrastructure backhaul such as, Antennas, Antenna Dehydrator, Microwave¹, Line Boosters, Amplifier, Data Talker Wireless Transmitter, Short haul modems, UPS¹
- 1.4.9 Test equipment.
- 1.4.10 Racks, furniture and cabinets.
- 1.4.11 Firmware and/or software upgrades.

Excluded from service agreements but may be repaired on an above contract time and material basis. All UPS systems must be shipped to JDO for repair. Note: Excludes batteries and on-site services.

1.5 Motorola has the following responsibilities:

- 1.5.1 Enable Customer access to the Motorola call Center operational 24 hours a day, 7 days per week, to create requests for repair service.
- 1.5.2 Provide repair return authorization numbers when requested by Customer.
- 1.5.3 Receive malfunctioning infrastructure from Customer and document its arrival, repair and return.
- 1.5.4 Perform the following service on Motorola infrastructure:
 - 1.5.4.1 Perform an operational check on the infrastructure to determine the nature of the problem.
 - 1.5.4.2 Replace malfunctioning Field Replacement Units (FRU) or components.
 - 1.5.4.3 Verify that Motorola infrastructure is returned to Motorola manufactured specifications, as applicable.
 - 1.5.4.4 Perform a box unit test on all serviced infrastructure.
 - 1.5.4.5 Perform a system test on select infrastructure.
- 1.5.5 Provide the following service on select third party infrastructure:
 - 1.5.5.1 Perform pre-diagnostic and repair services to confirm infrastructure malfunction and eliminate sending infrastructure with no trouble found (NTF) to third party vendor for repair, when applicable.
 - 1.5.5.2 Ship malfunctioning infrastructure components to the original equipment manufacturer or third party vendor for repair service, when applicable.
 - 1.5.5.3 Track infrastructure sent to the original equipment manufacturer or third party vendor for service.
 - 1.5.5.4 Perform a post-test after repair by Motorola, original equipment manufacturer, or third party vendor to confirm malfunctioning infrastructure has been repaired and functions properly in a Motorola system configuration, when applicable.

1.5.5.5 Re-program repaired infrastructure to original operating parameters based on software/firmware provided by customer as required by section 1.6.7. If the customer software version/configuration is not provided, shipping times will be delayed. If the Infrastructure repair depot determines that the malfunctioning infrastructure is due to a software defect, the repair depot reserves the right to reload infrastructure with a similar software version.

1.5.5.6 Properly package repaired infrastructure.

1.5.5.7 Ship repaired infrastructure to the customer specified address during normal operating hours of Monday through Friday 7:00am to 7:00pm CST, excluding holidays. FRU will be sent two-day air unless otherwise requested. Motorola will pay for such shipping, unless customer requests shipments outside of the above mentioned standard business hours and/or carrier programs, such as NFO (next flight out). In such cases, customer will be responsible for payment of shipping and handling charges.

1.6 The Customer has the following responsibilities:

1.6.1 Contact or instruct Servicer to contact the Motorola Solutions Support Center (SSC) and request a return authorization number prior to shipping malfunctioning infrastructure.

1.6.2 Provide model description, model number and serial number, type of system, software and firmware version, symptom of problem and address of site location for FRU or infrastructure.

1.6.3 Indicate if infrastructure or third party infrastructure being sent in for service was subjected to physical damage or lightning damage.

1.6.4 Follow Motorola instructions regarding inclusion or removal of firmware and software applications from infrastructure being sent in for service.

1.6.5 Provide customer purchase order number to secure payment for any costs described herein.

1.6.6 Properly package and ship the malfunctioning FRU, at customer's expense. Customer is responsible for properly packaging the malfunctioning infrastructure FRU to ensure that the shipped infrastructure arrives un-damaged and in repairable condition.

1.6.6.1 Clearly print the return authorization number on the outside of the packaging.

1.6.7 Maintain versions and configurations for software/applications and firmware to install repaired equipment.

1.6.8 Provide Motorola with proper software/firmware information to reprogram equipment after repair unless current software has caused this malfunction.

- 1.6.9 Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide the infrastructure repair services to customer.
- 1.6.10 Obtain at Customer's cost all third party consents or licenses required to enable Motorola to provide the Service.

1.5 APPENDIX D: REMOTE SECURITY PATCH INSTALLATION STATEMENT OF WORK

To verify compatibility with your ASTRO 25 system, Motorola's Remote Security Patch Installation provides pre-tested 3rd party software (SW) security updates.

In addition to testing the security updates, Remote Security Patch Installation includes remote installation of the updates.

This Statement of Work ("SOW") is subject to the terms and conditions of Motorola's Professional Services Agreement, Service Agreement or other applicable agreement in effect between the parties ("Agreement"). Motorola and Customer may be referred to herein individually as a "Party or together as "Parties"

1.1 Description of Remote Security Patch Installation

Motorola shall maintain a dedicated vetting lab for each supported ASTRO 25 release for the purpose of pre-testing security updates. In some cases, when appropriate, Motorola will make the updates available to outside vendors, allow them to test, and then incorporate those results into this offering. Depending on the specific ASTRO 25 release and customer options, these may include updates to antivirus definitions, OEM vendor supported Windows Workstation and Server operating system patches, Solaris and Red Hat Linux (RHEL) operating system patches, VMware ESXi Hypervisor patches, Oracle database patches, PostgreSQL patches, and patches for other 3rd party Windows applications such as Adobe Acrobat and Flash.

Motorola has no control over the schedule of releases. The schedule for the releases of updates is determined by the Original Equipment Manufacturers (OEMs), without consultation with Motorola. Antivirus definitions are released every week. Microsoft patches are released on a monthly basis. Motorola obtains and tests these updates as they are released. Other products have different schedules or are released "as-required." Motorola will obtain and test these OEM vendor supported updates on a quarterly basis.

1.2 Connectivity

To accommodate remote installation of security updates, a connection is required from Motorola to the customer ASTRO 25 network. There are two different options. 1) T1 line purchased and maintained by Motorola, or 2) The customer internet connection is used and a Virtual Private Network (VPN) is established between Motorola and the ASTRO 25 network. Since this relies on the customer internet connection, the customer is responsible for the availability of the connection.

Along with the connection itself, Motorola supplied hardware is required to be deployed to the customer premises on the ASTRO 25 network. Motorola shall load software, configure, and ship the hardware to the customer supplied contact for installation. This hardware and its maintenance is part of the connectivity service.

ASTRO 25 connectivity is ordered separately from Remote Security Patch Installation and has a separate statement of work. See that SOW for more detail on terms of the connection.

If connectivity is already established for a different service such as network or security monitoring then the same connection can be used for Remote Security Patch Installation. There is no need for a separate connection to be established.

1.3 Security Update Installation

Motorola shall push the tested security updates over the established connection. The timing and coordination with the customer of each update depends on the updates themselves. Motorola requires IP connectivity to all elements that are in scope for patching. If IP connectivity from Motorola is not available then those elements will not be considered for remote patching and will require alternative arrangements outside of the scope of this statement of work.

1.3.1 Antimalware Signature Update Installation

Antimalware signature updates are released often, but Motorola collects and tests them on a weekly basis. The updates are non-intrusive (for example, no reboots or manual configuration changes are required) and automatically implemented. Therefore, antimalware signature updates will be pushed within a week of testing without Customer coordination. An email will be sent to inform the Customer that the signatures have been updated.

1.3.2 Microsoft Windows Security Update Installation

Microsoft typically releases security updates every second Tuesday of the month (aka "Patch Tuesday"); however, selected security updates are sometimes released on other days, and it is possible that no security updates are released during a month. Security updates for some 3rd party Windows software (Non-Motorola and non-Microsoft applications that run on Windows, such as Adobe Reader and Flash) are also released on Patch Tuesday. The most recent Windows and 3rd party Windows security updates available will be acquired by Motorola on each Patch Tuesday. These patch security updates require at least one week for incorporation into the offering and a minimum of 36 hours for testing in the Motorola vetting labs, after which security updates with no issues are then released. Patches may be held back at the discretion of Motorola if they are found to cause any problems to features, performance or functionality and will only be released when the issues are fully resolved.

It is important to understand that it is often the case that after security updates are installed, Microsoft requires the patched computer to be rebooted before the security updates take full effect and vulnerabilities are mitigated. The clients include dispatch consoles and there is no way for Motorola to know when it is safe to reboot. The customer must reboot at a time chosen by them so as to not impact operations.

Once the security updates are vetted, Motorola will start pushing the updates to the customer without customer coordination or notification. An email will be sent requesting that the clients be rebooted. It is the customer's responsibility to reboot all of the clients before the next set update is sent. When preparing for the next month's push of security updates, Motorola will first scan to verify all of the previous updates were implemented and if any computer has not been rebooted. Motorola will send an email requesting that the remaining computers be rebooted before any new updates are pushed.

1.3.3 Microsoft Windows Security Updates Outside ASTRO 25 Firewalls

Connections to other networks (from now on referred to as Customer Enterprise Network, or CEN) must be delineated by firewalls. All updates deployed by Remote Security Patch Installation are specific to equipment inside the ASTRO 25 Radio Network with only the following exceptions: Key Management Facility (KMF), Text messaging Services (TMS) and advanced Messaging Services (AMS) and MCC 7100 consoles. In these exceptions, the customer has a choice of including these machines in the Remote Security Patch Installation service, or including them in their own IT security patch procedures.

The KMF, TMS, and AMS are all outside the firewall (relative to the Radio Network) and therefore updates require that the firewall be opened. The default for Remote Remote Security Patch Installation is that these functions are included.

The MCC 7100 console may be directly on the radio network or in the CEN. Any MCC 7100 on the radio network would simply be included in the standard Remote Security Patch Installation offering. However, the MCC 7100 may also be located in the CEN and connected through a VPN to a firewall at a dispatch location. In this case, the default for Remote Security Patch Installation is to not update these consoles.

If the customer requires inclusion for the CEN based MCC 7100 consoles, then they must contact their Customer Service Manager and make a formal request. They must also consent to allow Motorola to open the firewall to allow access for updates.

1.3.4 Quarterly Security Update Installation

The quarterly patch updates are for Solaris and Red Hat Linux (RHEL) operating systems, and VMWare ESXi hypervisor (virtualization). They are tested and released on a quarterly basis, at end of March, June, September, and December. Motorola will schedule installation of the updates with the customer in the first weeks of the following quarter. Motorola will send the customer an ITIL with details on the upgrade and scheduling for each of the events.

These updates are intrusive and require customer coordination. Examples of how they affect the customer include reboots to implement the patches and rolling (switching from one zone controller to the other) of the zone controllers. Systems with redundant zone controllers (L2, M2, M3) have low downtime (minutes) as the zone controllers are rolled, but systems with single zone controllers (L1, M1) will be down for longer periods. During these times, the system will be in "Site trunking" mode. It is up to the customer to understand the operational impacts and to coordinate these events with users.

This effort will be done during standard business hours, or 8am to 5pm CST. Customers requesting that downtime be during non-standard hours must submit an official request through their CSM. The ITIL will show work being done during standard hours such as prep work, downloading of the patches to memory, etc and the actual reboots or ZC rollover will be initiated when requested. Additional remote work will proceed the next day during standard hours.

Motorola System Enhancement Releases ("SERs") and Field Service Bulletins ("FSB's) are not part of this service. However in some instances, these fixes

must be done to allow the latest security patches. If it is possible for the specific required FSB to be installed remotely, then Motorola will include it as part of Remote Security Patch Installation. Otherwise, Motorola will communicate this to the customer and the patches that cannot be delivered. The Customer and their CSM will determine how to get the SER or FSB installed. Once the SER or FSB appears on the system, Remote Security Patch Installation will then install the affected patches.

For minimal downtime and to avoid redundant efforts, the customer should coordinate any maintenance or other updates such as FSB's and SER's with Motorola.

1.4 Scope

Remote Security Patch Installation supports the currently shipping Motorola ASTRO 25 System Release (SR) and strives to support five (5) releases prior. Motorola reserves the right to adjust which releases are supported as business conditions dictate. Contact your Customer Service Manager for the latest supported releases.

Remote Security Patch Installation is available for any L or M core system in a supported release. Remote Security Patch Installation is not available for K cores.

Systems that have non-standard configurations that have not been certified by Motorola Systems Integration and Testing (SIT) are specifically excluded from this Service unless otherwise agreed in writing by Motorola. Service does not include pre-tested intrusion detection system (IDS) updates for IDS solutions. Certain consoles, MOTOBRIDGE, MARVLIS, Symbol Equipment, AirDefense Equipment, AVL, Genesis, WAVE and Radio Site Security products are also excluded. Motorola will determine, in its sole discretion, the third party software that is supported as a part of this offering.

1.5 Motorola has the following responsibilities:

1.5.1 Obtain relevant third party software ("SW") security updates as made available from the OEM's. This includes antivirus definition updates, operating systems patches, hypervisor patches, database patches, and selected other third party patches that Motorola deployed in ASTRO 25 system releases covered by this Remote Security Patch Installation. Motorola does not control when these updates are released, but as much as possible vet the updates on this schedule:

McAfee Antivirus definitions – Weekly

Windows OS updates – Monthly

Solaris, RHEL OS, VMware ESXi updates – Quarterly

1.5.2 Each assessment of relevant third party SW will take at least one week to incorporate the security updates into the Remote Security Patch service and 36 additional hours of examination time to evaluate the impact each update has on the system.

- 1.5.3 Perform rigorous testing of updates to verify whether they degrade or compromise system functionality on a dedicated ASTRO 25 test system with standard supported configurations.
- 1.5.4 Address any issues identified during testing by working as necessary with Motorola selected commercial supplier(s) and/or Motorola product development engineering team(s). If a solution for the identified issues cannot be found, the patch will not be posted on Motorola's site.
- 1.5.5 Pre-test STIG recommended remediation when applicable.
- 1.5.6 Release all tested updates to Motorola's secure extranet site.
- 1.5.7 Coordinate updates with customer as outlined in section 1.
- 1.5.8 In the event that no updates are released by the OEM's during the usual time period, Motorola will send a notice that no new patches were sent.
- 1.5.9 Notify customer of update releases by email.
- 1.5.10 A supported Remote Security Patch Installation ASTRO 25 release matrix will be kept on the extranet site for reference.

1.6 The Customer has the following responsibilities:

- 1.6.1 This service requires connectivity from Motorola to the customer's ASTRO 25 system. This connectivity must be established prior to service start.
- 1.6.2 Maintain IP connectivity from Motorola to all elements in the system that require remote patching.
- 1.6.3 Provide Motorola with pre-defined information (customer contacts, system information, etc) prior to contract start date necessary to complete a Customer Support Plan (CSP).
- 1.6.4 Submit changes in any information supplied in the Customer Support Plan (CSP) to the Customer Support Manager (CSM).
- 1.6.5 Upgrade system to a supported system release as necessary to continue service.
- 1.6.6 Refrain from making uncertified changes of any type to the system.
- 1.6.7 Adhere closely to the System Support Center (SSC) troubleshooting guidelines provided upon system acquisition. A failure to follow SSC guidelines may cause the customer and Motorola unnecessary or overly burdensome remediation efforts. In such case, Motorola reserves the right to charge an additional service fee for the remediation effort.
- 1.6.8 Comply with the terms of the applicable software license agreement(s) between the Customer and Motorola and non-Motorola software copyright owner.
- 1.6.9 Obtain at Customer's cost all third party consents or licenses required to enable Motorola to provide the Service.
- 1.6.10 Upon successful installation of patches on windows clients (e.g. Dispatch Ops Position, NM Client, etc.) and receiving notification indicating the

task has been successfully executed by Motorola, affected computers must be rebooted by the customer within 72 hours.

1.6.11 Understand downtime implications associated with reboots and patch activities and internally coordinate with users as necessary.

1.7 Disclaimer:

Motorola disclaims any and all warranties with respect to pre-tested antivirus definitions, database security updates, hypervisor patches, operating system software patches, intrusion detection sensor signature files, or other 3rd party files, express or implied. Further, Motorola disclaims any warranty concerning the non-Motorola software and does not guarantee that customer's system will be error-free or immune to security breaches as a result of these services.

1.6 APPENDIX E: ONSITE SUPPORT STATEMENT OF WORK

Motorola's OnSite Support service provides case management and escalation for onsite technical service requests. The service is delivered by the Motorola's Solutions Support Center (SSC) in conjunction with a local service provider. The SSC is responsible for opening a case for onsite support and monitoring the status of that case to maintain response time conformance.

The terms and conditions of this Statement of Work (SOW) are an integral part of Motorola's Service Agreement or other applicable agreement to which it is attached and made a part thereof by this reference.

Description of Services:

The Motorola SSC will receive customer request for OnSite service provider and dispatch a servicer. The servicer will respond to the customer location based on pre-defined Severity Levels set forth in Severity Level Definitions table and Response times set forth in Severity Level Response Time Goals table in order to restore the system.

Motorola will provide case management as set forth herein. The SSC will maintain contact with the on-site Motorola Service Shop until system restoral and case closure. The SSC will continuously track and manage cases from creation to close through an automated case tracking process.

1.1 Scope

OnSite Support is available 24 hours a day, 7 days a week in accordance with Severity Level Definitions and Severity Level Response Time Goals tables.

1.2 Inclusions

Onsite Support can be delivered on Motorola-sold infrastructure.

2.0 Motorola has the following responsibilities:

- 2.1. Receive service requests.
- 2.2. Create a case as necessary when service requests are received. Gather information to characterize the issue, determine a plan of action and assign and track the case to resolution.
- 2.3. Dispatch a field servicer ("Servicer") as required by Motorola's standard procedures and provide necessary case information.
- 2.4. Provide the required personnel access to relevant customer information as needed.
- 2.5. Servicer will perform the following on-site:
- 2.6. Run diagnostics on the Infrastructure or Field Replacement Units (FRU).
- 2.7. Replace defective Infrastructure or FRU, as supplied by customer.

- 2.8. Provide materials, tools, documentation, physical planning manuals, diagnostic/test equipment and any other requirements necessary to perform the maintenance service.
- 2.9. If a third party vendor is needed to restore the system, the Servicer may accompany that vendor onto the customer's premises.
- 2.10. Verify with customer that restoration is complete or system is functional, if required by customer's repair verification in the Customer Support Plan. If verification by customer cannot be completed within 20 minutes of restoration, the case will be closed and the Servicer will be released.
- 2.11. Escalate the case to the appropriate party upon expiration of a response time.
- 2.12. Close the case upon receiving notification from customer or servicer, indicating the case is resolved.
- 2.13. Notify customer of case status as defined by the Customer Support Plan:
 - 2.13.1 Open and closed; or
 - 2.13.2 Open, assigned to the servicer, arrival of the servicer on-site, deferred or delayed, closed.
- 2.14. Provide Case activity reports to customer if requested.

3.0 Customer has the following responsibilities:

- 3.1. Contact Motorola, as necessary, to request service.
- 3.2. Provide Motorola with the following pre-defined customer information and preferences prior to start date necessary to complete Customer Support Plan (CSP):
 - 3.2.1. Case notification preferences and procedure.
 - 3.2.2. Repair verification preference and procedure.
 - 3.2.3. Database and escalation procedure forms.
 - 3.2.4. Submit changes in any information supplied in the CSP to the Customer Support Manager (CSM).
- 3.3. Provide the following information when initiating a service request:
 - 3.3.1. Assigned system ID number.
 - 3.3.2. Problem description and site location.
 - 3.3.3. Other pertinent information requested by Motorola to open a case.
- 3.4. Allow Servicers access to equipment.
- 3.5. Supply infrastructure or FRU, as applicable, in order for Motorola to restore the system.

3.6. Maintain and store in an easily accessible location any and all software needed to restore the system.

3.7. Maintain and store in an easily accessible location proper system backups.

3.8. For E911 systems, test the secondary/backup Public Safety Answering Point (PSAP) connection to be prepared in the event of a catastrophic failure of a system. Train appropriate personnel on the procedures to perform the function of switching to the backup PSAP.

3.9. Verify with the SSC that restoration is complete or system is functional, if required by repair verification preference provided by customer.

3.10. Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide these services.

3.11. Obtain and provide applicable third party consents or licenses at Customer cost to enable Motorola to provide the Services.

4.0 Severity Level Definitions

The following severity level definitions will be used to determine the maximum response times:

Severity Level	Severity Definition
Severity 1	<p>This is defined as a failure that causes the system and/or infrastructure a loss of voice functionality and no work-around or immediate solution is available.</p> <p>The following are examples of this kind of severity:</p> <ul style="list-style-type: none"> ● 33% of call processing resources impaired ● Site Environment alarms: <ul style="list-style-type: none"> ○ Smoke ○ Unauthorized access ○ Temperature ○ Power failure
Severity 2	<p>This is defined as a fault that causes the system to operate with a continuous reduction in capacity or functionality of core services (core services are voice, data or network management).</p> <p>The following are examples of this kind of severity:</p> <ul style="list-style-type: none"> ● Less than 33% of call processing resources impaired ● Failure of a single redundant component
Severity 3	<p>This is defined as a fault which reduces the functionality, efficiency or usability of core services (voice, data and network management) and there is a viable work-around in place.</p> <p>The following are examples of this kind of severity:</p> <ul style="list-style-type: none"> ● Intermittent faults that are infrequent and minor impact to core services ● Statistical reporting problems
Severity 4	<p>This is defined as a minor issue, which has little or no impact on the functionality, efficiency or usability of core services. The following are examples of this kind of severity:</p> <ul style="list-style-type: none"> ● Faults resulting in minor functions or features being unsupported or unreliable in ways that are not noticeable to the user. ● Faults that have no impact in how the user perceives the system to work. ● Cosmetic issues. ● Requests for information. ● Preventive Maintenance

5.0 Severity Level Response Time Goals

(Customer's Response Time Classification is designated in the Customer Support Plan.)

Severity Level	Standard Response Time
Severity 1*	Within 4 hours from receipt of notification continuously
Severity 2	Within 4 hours from receipt of notification Standard Business Day
Severity 3	Within 8 hours from receipt of notification Standard Business Day
Severity 4	Within 12 hours from receipt of notification Standard Business Day

Premier Response is an option that has been purchased, it provides a 2-hour response time for severity 1 issues. Warren County has NOT purchased PREMIER.

1.7 APPENDIX F: ANNUAL PREVENTIVE MAINTENANCE STATEMENT OF WORK

The terms and conditions of this Statement of Work (SOW) are an integral part of Motorola's Service Agreement or other applicable agreement to which it is attached and made a part thereof by this reference.

Annual Preventative Maintenance will provide annual operational tests on the customer's infrastructure equipment (Infrastructure or Fixed Network Equipment or "FNE") to monitor the Infrastructure's conformance to specifications, as set forth in the applicable attached Exhibit(s), all of which are hereby incorporated by this reference.

1.1 Scope

Annual Preventive Maintenance will be performed during standard business hours (unless otherwise agreed to in writing). If the system or Customer requirements dictate this service must occur outside of standard business hours, an additional quotation will be provided. Customer is responsible for any charges associated with unusual access requirements or expenses.

1.2 Inclusions

Annual Preventive Maintenance service will be delivered on Motorola sold infrastructure including integrated 3rd party products per the level of service as defined in Table 1.

1.3 Limitations and Exclusions

Unless specifically called out in Table 1, the following activities are outside the scope of the Annual Preventive Maintenance service, however, can be included as optional services that are available to Annual Preventive Maintenance customers at an additional cost:

1.3.1. Emergency on-site visits required to resolve technical issues.

1.3.2. Third party support for equipment not sold by Motorola as part of the original system.

1.3.3. System installations, upgrades, and expansions.

1.3.4. Customer training.

1.3.5. Hardware repair and/or exchange.

1.3.6. Network security services.

1.3.7. Network transport.

1.3.8. Information Assurance.

1.3.9. Motorola services not included in this statement of work.

1.3.10. Any maintenance required as a result of a virus or unwanted intrusion is excluded if the system is not protected against these security threats by Motorola's Pre-tested Security Update Service when applicable.

1.3.11. Tower climbs, tower mapping analysis or tower structure analysis

1.4 Motorola has the following responsibilities:

1.4.1. Notify the customer of any planned system downtime needed to perform this Service.

1.4.2. Advise customer of issues that may require attention.

1.4.3. Maintain communication with the customer as needed until completion of the Annual Preventive Maintenance.

1.4.4. Determine, in its sole discretion, when a case requires more than the Annual Preventive Maintenance services described in this SOW and notify customer of an alternative course of action.

1.4.5. Provide customer with a report documenting system performance against expected parameters along with recommended actions. Time allotment for report completion TBD.

1.4.6. Provide trained and qualified personnel with proper security clearance required to complete Annual Preventive Maintenance services.

1.5 The Customer has the following responsibilities:

1.5.1. Provide preferred schedule for Annual Preventative Maintenance to Motorola.

1.5.2. Authorize and acknowledge any scheduled system downtime.

1.5.3. Maintain periodic backup of databases, software applications, and firmware.

1.5.4. Establish and maintain a suitable environment (heat, light, and power) for the equipment location and provide Motorola full, free, and safe access to the equipment so that Motorola may provide services. All sites shall be accessible by standard service vehicles.

1.5.5. Submit changes in any information supplied in the Customer Support Plan (CSP) to the Customer Support Manager (CSM).

1.5.6. Provide site escorts in a timely manner if required.

1.5.7. Provide Motorola with requirements necessary for access to secure facilities.

1.5.8. Obtain at Customer's cost all third party consents or licenses required to enable Motorola to provide the Service

1.6 The Servicer has the following responsibilities:

1.6.1. Perform the Preventive Maintenance tasks as set forth in Table 1 at the level of service the customer has purchased.

1.6.2. Perform the Site Performance Verification Procedures in Table 2 for each site type on the system.

1.6.3. Provide required diagnostic/test equipment necessary to perform the Preventive Maintenance service.

As applicable, use the Method of Procedure (MOPs) as defined for each task.

MASTER SITE CHECKLIST - LEVEL 1	
SERVERS	
Equipment Alarms	Check LED and/or other status indicators for fault conditions.
Capture Diags	Perform recommended diagnostic tests based on server type. Capture available diagnostic logs.
NM Client Applications	Review UEM events and transport medium types, (microwave/leased line/telco, etc). Event log review for persistent types. Verify all NM client applications are operating correctly.
Verify System SW CD's	Perform audit of software media on site. Versions, KC numbers, types, etc.
Complete Backup	Verify backups have been done or scheduled. SZ database (BAR), Centracom CDM/ADM database, etc.
Network Time Protocol (NTP)	Verify operation and syncing all devices.
Data Collection Devices (DCD) check (if present)	Verify data collection
Anti-Virus	Verify anti-virus is enabled and that definition files are up to date (within two weeks of current date) on CSMS
ROUTERS	
Equipment Alarms	Check LED and/or other status indicators for fault conditions.
Capture Diags	Perform recommended diagnostic tests based on router type. Capture available diagnostic logs.
Verify Redundant Routers	Test redundancy in CWR devices. Core router switchover (coordinate with customer).
SWITCHES	
Equipment Alarms	Check LED and/or other status indicators for fault conditions.
Capture Diags	Perform recommended diagnostic tests based on switch type. Capture available diagnostic logs.
Verify Redundant Switches	Test redundancy in CWR devices. Core router switchover (coordinate with customer).
DOMAIN CONTROLLERS (non-CSA)	
Equipment Alarms	Check LED and/or other status indicators for fault conditions.
Capture Diags	Perform recommended diagnostic tests based on server type. Capture available diagnostic logs.

MASTER SITE CHECKLIST - LEVEL 1	
Verify System SW CD's	Perform audit of software media on site. Versions, KC numbers, types, etc.
FIREWALLS	
Equipment Alarms	Check LED and/or other status indicators for fault conditions.
Capture Diags	Perform recommended diagnostic tests based on server type. Capture available diagnostic logs.
LOGGING EQUIPMENT	
Equipment Alarms	Check LED and/or other status indicators for fault conditions.
Capture Diags	Perform recommended diagnostic tests based on server type. Capture available diagnostic logs.
Server CPU Health	i.e. memory, HDD, CPU, disk space/utilization.

PRIME SITE CHECKLIST - LEVEL 1	
SOFTWARE	
Verify System SW CD's	Perform audit of software media on site. Versions, KC numbers, types, etc.
SWITCHES	
Equipment Alarms	Check LED and/or other status indicators for fault conditions.
Capture Diags	Perform recommended diagnostic tests based on switch type. Capture available diagnostic logs.
Clean Fans and Equipment	Use antistatic vacuum to clean cooling pathways
ROUTERS	
Equipment Alarms	Check LED and/or other status indicators for fault conditions.
Capture Diags	Perform recommended diagnostic tests based on router type. Capture available diagnostic logs.
Clean Fans and Equipment	Use antistatic vacuum to clean cooling pathways
MISCELLANEOUS EQUIPMENT	
Equipment Alarms	Check LED and/or other status indicators for fault conditions.
Capture Diags	Perform recommended diagnostic tests based on server type. Capture available diagnostic logs.
Site Frequency Standard Check (TRAK)	Check lights and indicators for A/B receivers.
SITE CONTROLLERS	

PRIME SITE CHECKLIST - LEVEL 1	
Capture Diags	Perform recommended diagnostic tests based on server type. Capture available diagnostic logs.
Equipment Alarms	Check LED and/or other status indicators for fault conditions.
Clean Fans and Equipment	Use antistatic vacuum to clean cooling pathways
COMPARATORS	
Equipment Alarms	Verify no warning/alarm indicators.
Capture Diags	Perform recommended diagnostic tests based on server type. Capture available diagnostic logs.
Clean Fans and Equipment	Use antistatic vacuum to clean cooling pathways

DISPATCH SITE CHECKLIST - LEVEL 1	
GENERAL	
Inspect all Cables	Inspect all cables/connections to external interfaces are secure
Mouse and Keyboard	Verify operation of mouse and keyboard
Configuration File	Verify each operator position has access to required configuration files
Console Op Time	Verify console op time is consistent across all ops
Screensaver	Verify screensaver set as customer prefers
Screen Performance	Verify screen operational/performance
Touchscreen	Verify touchscreen operation (if applicable)
Cabling/Lights/Fans	Visual inspection of all equipment - cabling/ lights/ fans
Filters/Fans/Dust	Clean any filters/ fans/ dust- all equipment
Monitor and Hard Drive	Confirm monitor and hard drive do not "sleep"
DVD/CD	Verify / clean DVD or CD drive
Time Synchronization	Verify console time is synchronized with NTP server
Anti-Virus	Verify anti-virus is enabled and that definition files are up to date (within two weeks of current date)
HEADSET UNPLUGGED TESTING	
Speakers	Test all speakers - audio quality, volume, static, drop-outs, excess hiss when turned up.
Channel Audio in Speaker	Verify selected channel audio in select speaker only.
Footswitch Pedals	Verify both footswitch pedals operational
Radio On-Air Light	Verify radio on air light comes on with TX (if applicable)
HEADSET PLUGGED IN TESTING	

DISPATCH SITE CHECKLIST - LEVEL 1	
Radio TX and RX	Verify radio TX/RX from both headset jacks. Verify levels OK. Check volume controls for noise/static or drop-outs.
Speaker Mute	Verify select speaker muted.
Telephone Operation	Verify telephone operational through both headset jacks. Check volume controls for noise/static or drop-outs.
Audio Switches	Verify select audio switches to speaker when phone off-hook. (if interfaced to phones)
Radio Takeover in Headset	Verify radio-takeover in headset mic when phone off-hook (mic switches to radio during PTT and mutes to phone).
OTHER TESTS	
Phone Status Light	Verify phone status light comes on when phone off-hook (if applicable)
Desk Microphone Operation	Confirm desk mic operation (if applicable)
Radio IRR Operation	Verify radio IRR operational (if applicable) on MOT dispatch
Telephone IRR Operation	Verify telephone [if on radio computer] IRR operational (if applicable) on MOT dispatch
Recording	Verify operator position being recorded on long term logging recorder (if applicable) if included in service agreement
COMPUTER PERFORMANCE TESTING	
Computer Reboot	Reboot op position computer
Computer Operational	Confirm client computer is fully operational (if applicable)
AUDIO TESTING	
Conventional Resources	Confirm all conventional resources are functional with adequate audio levels and quality
Secure Mode	Confirm any secure talkgroups are operational in secure mode
Trunked Resources	Confirm all trunked resources on screen are functioning by placing a call in both directions (at the customer's discretion) and at a single op position
Backup Resources	Confirm backup resources are operational
EQUIPMENT ROOM TESTS	
Recording - AIS Test	Verify audio logging of trunked calls
Recording	Test op position logging on analog recorder (with customer assistance)
System Alarms	Review alarm system on all equipment for errors
Capture Diags	Perform recommended diagnostic tests based on equipment. Capture available diagnostic logs.

DISPATCH SITE CHECKLIST - LEVEL 1	
Verify System SW CD's	Perform audit of software media on site. Versions, KC numbers, types, etc.
PLAYBACK STATION (Motorola Provided)	
Capture Diags	Perform recommended diagnostic tests based on equipment. Capture available diagnostic logs.
Recall Audio	Verify that radio/telephone audio can be recalled

RF SITE CHECKLIST - LEVEL 1	
RF PM CHECKLIST	
Equipment Alarms	Verify no warning/alarm indicators.
Clean Fans and Equipment	Use antistatic vacuum to clean cooling pathways
Site Frequency Standard Check	Check lights and indicators for A/B receivers.
Basic Voice Call Check	Voice test each voice path, radio to radio.
Control Channel Redundancy (trunking)	Roll control channel, test, and roll back.
Site Controller Redundancy (trunking) - ASR only	Roll site controllers with no dropped audio.
PM Optimization Workbook (See Table 2 for GTR tests)	Complete Base Station Verification tests - Frequency Error, Modulation Fidelity, Forward at Set Power, Reverse at Set Power, Gen Level Desense no Tx

MOSCAD CHECKLIST - LEVEL 1	
MOSCAD SERVER	
Equipment Alarms	Verify no warning/alarm indicators.
Check Alarm/Event History	Review MOSCAD alarm and events to find if there are chronic issues.
Windows Event Logs	Review Windows event logs. Save and clear if full.
Password Verification	Site devices to verify passwords. Document changes if any found.
Verify System SW CD's	Perform audit of software media on site. Versions, KC numbers, types, etc.
MOSCAD CLIENT	
Equipment Alarms	Verify no warning/alarm indicators.
Check Alarm / Event History	Review MOSCAD alarm and events to find if there are chronic issues.
Windows Event Logs	Review Windows event logs. Save and clear if full.
Password Verification	Site devices to verify passwords. Document changes if any found.

MOSCAD CHECKLIST - LEVEL 1	
Verify System SW CD's	Perform audit of software media on site. Versions, KC numbers, types, etc.
MOSCAD RTU's	
Equipment Alarms	Verify no warning/alarm indicators.
Verify Connectivity	Verify Connectivity
Password Verification	Site devices to verify passwords. Document changes if any found.
Check Alarm/Event History	Review MOSCAD alarms and events to find if there are chronic issues.
Verify System SW CD's	Perform audit of software media on site. Versions, KC numbers, types, etc.

FACILITIES CHECKLIST - LEVEL 1	
VISUAL INSPECTION EXTERIOR	
ASR Sign	Verify that the ASR sign is posted.
Warning Sign - Tower	Verify warning sign is posted on the tower.
Warning Sign - Gate	Verify that a warning sign is posted at the compound gate entrance.
10 Rule Sign	Verify that a 10 rules sign is posted on the inside of the shelter door.
Outdoor Lighting	Verify operation of outdoor lighting/photocell.
Exterior of Building	Check exterior of building for damage/disrepair.
Fences / Gates	Check fences/gates for damage/disrepair.
Landscape / Access Road	Check landscape/access road for accessibility.
VISUAL INSPECTION INTERIOR	
Electrical Surge Protectors	Check electrical surge protectors for alarms.
Emergency Lighting	Verify emergency lighting operation.
Indoor Lighting	Verify indoor lighting.
Equipment Inspection	Visually inspect that all hardware (equipment, cables, panels, batteries, racks, etc.) are in acceptable physical condition for normal operation.
Regulatory Compliance (License, ERP, Frequency, Deviation)	Check station for regulatory compliance. Update station logs.
Clean Fans and Equipment	Use antistatic vacuum to clean cooling pathways
UPS	
Visual inspection (condition, cabling)	Verify corrosion, physical connections, dirt/dust, etc.

FACILITIES CHECKLIST - LEVEL 1	
GENERATOR	
Visual Inspection	Verify, check panel housing, cracks, rust and weathering. Physical connections, corrosion, dirt/dust, etc.
Fuel	Verify fuel levels in backup generators, document date of last fuel delivered from fuel service provider.
Oil	Check the oil dipstick for proper level. Note condition of oil.
Verify operation (no switchover)	Check, verify running of generator, ease of start or difficult. Is generator "throttling" or running smooth? Any loud unusual noise? Etc.
Motorized Dampers	Check operation
HVAC	
Air Filter	Check air filter and recommend replacement if required.
Coils	Check coils for dirt and straightness
Outdoor Unit	Check that outdoor unit is unobstructed
Wiring	Wiring (insect/rodent damage)
Cooling / Heating	Check each HVAC unit for cooling/heating
Motorized Dampers	Check operation

MICROWAVE CHECKLIST - LEVEL 1	
GENERAL	
Transport Connectivity	Confirm transport performance by viewing UEM for site link warnings or errors.
RADIO	
Alarms	Check alarm / event history
Software	Verify version of application
TX Frequency	Verify transmit frequency
TX Power	Verify transmit power
RX Frequency	Verify receive frequency
RX Signal Level	Verify receive signal level and compare with install baseline documentation
Save configuration	Save current configuration for off site storage
Backhaul Performance	Monitor UEM status (alarms, logs, etc.) for all links. If UEM not used to monitor microwave, then use provided microwave alarm mgmt server.
WAVEGUIDE	
Visual Inspection	Inspect for wear or dents (from ground using binoculars).
Connection Verification	Verify all connections are secured with proper hardware (from ground using binoculars).
DEHYDRATOR	
Visual Inspection	Inspect moisture window for proper color

MICROWAVE CHECKLIST - LEVEL 1	
Pressure Verification	Verify pressure of all lines
Re-Pressurization	Bleed lines temporarily to verify the dehydrator re-pressurizes
Run Hours	Record number of hours ran

TOWER CHECKLIST - LEVEL 1	
STRUCTURE CONDITION	
Rust	Check structure for rust.
Cross Members	Check for damaged or missing cross members.
Safety Climb	Check safety climb for damage.
Ladder	Verify that ladder system is secured to tower.
Welds	Check for cracks or damaged welds.
Outdoor lighting/photocell	Test outdoor lighting and photocell.
Drainage Holes	Check that drainage holes are clear of debris.
Paint	Check paint condition.
TOWER LIGHTING	
Lights/Markers	Verify all lights/markers are operational.
Day/Night Mode	Verify day and night mode operation.
Power Cabling	Verify that power cables are secured to tower.
ANTENNAS AND LINES	
Antennas	Visually inspect antennas for physical damage (from ground using binoculars).
Transmission Lines	Verify that all transmission lines are secure on the tower.
GROUNDING	
Structure Grounds	Inspect grounding for damage or corrosion
GUY WIRES	
Tower Guys	Check guy wires for fraying and tension.
Guy Wire Hardware	Check hardware for rust.
CONCRETE CONDITION	
Tower Base	Check for chips or cracks.

**Table 2
Site Performance Verification Procedures**

ASTRO 25 GTR ESS SITE PERFORMANCE
ANTENNAS
Transmit Antenna Data
Receive (Antenna) System Data
Tower Top Amplifier Data
FDMA MODE
Base Radio Transmitter Tests

ASTRO 25 GTR ESS SITE PERFORMANCE
Base Radio Receiver Tests
Base Radio Transmit RFDS Tests
Receive RFDS Tests with TTA (if applicable)
Receive RFDS Tests without TTA (if applicable)
TDMA MODE
Base Radio TDMA Transmitter Tests
Base Radio TDMA Receiver Tests
TDMA Transmit RFDS Tests
TDMA Receive RFDS Tests with 432 Diversity TTA
TDMA Receive RFDS Tests with 2 Independent TTA's (if applicable)
TDMA Receive RFDS Tests without TTA (if applicable)

1.8 APPENDIX G: NETWORK UPDATES STATEMENT OF WORK

This Statement of Work ("SOW") is subject to the terms and conditions of Motorola's Professional Services Agreement, Service Agreement or other applicable agreement in effect between the parties ("Agreement"). Motorola and Customer may be referred to herein individually as a "Party" or together as "Parties".

1.0 Description of Service

As network updates become available, Motorola agrees to provide the customer with applicable software/hardware updates and implementation services necessary to maintain their ASTRO25 system at an exceptional level of support. ASTRO25 system software/hardware updates improve system functionality/operation and extend the useful life of the network.

1.2 Scope

This service includes 3rd Party and Motorola solutions Software as well as select hardware to maintain supportability. All updates are pretested and certified in a dedicated ASTRO25 test lab to ensure that they are compatible and do not interfere with ASTRO25 network functionality. Network updates may also include feature enhancements. At Motorola's option, feature enhancements may be offered for purchase.

1.3 Software/Hardware under the Agreement

The ASTRO25 software covered under this agreement include:

- Base stations
- Site controllers
- Comparators
- Routers
- LAN switches
- Servers
- Dispatch consoles
- Logging equipment
- Network management terminals
- Network Fault Management ("NFM") products
- Network security devices such as firewalls and intrusion detection sensors
- Associated peripheral infrastructure software

1.3.1. Motorola Solution will provide certified hardware version updates necessary to refresh the system with an equivalent level of functionality. Any hardware versions and/or replacement hardware required to support new features or those not specifically required to maintain existing functionality are not included. Unless otherwise stated, platform migrations are not included.

1.3.2. If originally provided by Motorola, the following hardware components are eligible hardware for refresh when necessary to maintain the system functionality in place at the time this agreement was executed:

- Servers
- PC Workstations
- Routers
- LAN Switches

1.3.3. If originally provided by Motorola, the following hardware components are eligible for board-level refreshes when necessary to maintain the system functionality in place at the time this agreement was executed. A "board-level refresh" is defined as any Field Replaceable Unit ("FRU") for the products listed below:

- GTR 8000 Base Stations
- GCP 8000 Site Controllers
- GCM 8000 Comparators
- MCC 7500 Console Operator Positions
- STR 3000 Base Stations
- Quantar Base Stations
- ASTROTAC Comparators
- PSC 9600 Site Controllers
- PBX Switches for Telephone Interconnect
- NFM/NFM XC/MOSCAD RTU

1.3.4. The parties agree that this agreement only covers those items expressly stated above. There is no coverage on any additional software or hardware products unless specifically described in this agreement. Motorola may, at its sole discretion, choose to include coverage for other items. Refer to section 1.6 for exclusions and limitations.

1.3.5. Motorola will provide implementation services necessary to install the system software and hardware updates. Any implementation services that are not directly required to support the network updates are not included. Unless otherwise stated, implementation services necessary for system expansions, platform migrations, and/or new features or functionality that are implemented concurrent with the system refresh are not included.

1.3.6. Motorola agrees to provide the necessary software design and technical resources necessary to complete the network updates.

1.3.7. The pricing in this agreement is based on the system configuration outlined in the System Pricing Configuration. This configuration is to be reviewed annually from the contract effective date. Any change in system configuration may require a price adjustment to this agreement.

1.3.8. This agreement applies only to system release version within the ASTRO25 7.X platform.

1.3.9. Motorola will issue Software Maintenance Agreement ("SMA") bulletins on an annual basis and post them in soft copy on a designated extranet site for Customer access.

1.3.10. Any maintenance required as a result of a virus or unwanted intrusion is excluded if the system is not protected against these security threats by Motorola's Pre-tested Security Update Service when applicable. Standard and optional features for a given ASTRO 25 system release are listed in the SMA bulletin.

1.3.11. Coverage Continuity. The parties agree that this agreement requires continuous coverage beginning within (90) days after system acceptance. Beyond (90) days from system acceptance or if payments are discontinued, additional payment(s) will be necessary to cover the period for which coverage was discontinued or delayed. The total of payments for lapses in coverage will not exceed 3 years.

1.4 Motorola has the following responsibilities:

1.4.1. Identify and Communicate with the customer the scope of network updates as they become available.

1.4.2. Work with the customer to schedule applicable network updates.

1.4.3. Assign the program management support required to perform network updates as necessary.

1.4.4. Assign field installation resources required to perform network updates as necessary.

1.4.5. Assign Centralized engineering resources required to perform network updates as necessary.

1.4.6. Install network updates.

1.4.7. Deliver Impact and change management training as necessary.

1.4.8. Perform appropriate system backups.

1.4.9. Work with the customer to validate that all system maintenance is current.

1.4.10. Deliver post update implementation training to the customer as needed.

1.4.11. Validate all system update deliverables are complete.

1.4.12. Obtain completion sign off from the customer.

1.5 The Customer has the following responsibilities:

1.5.1. Contact Motorola to schedule and engage the appropriate Motorola resources.

1.5.2. Customer will allow the permanent installation of a server which will be connected to Motorola and will be used for system auditing, software uploads and software update installation.

1.5.3. Asset in site walks of the system during the system audit when necessary.

1.5.4. Provide a list of any FRUs and or spare hardware to be included in the network updates when applicable.

1.5.5. Purchase any additional hardware /software necessary to implement optional system features or system expansions.

1.5.6. Provide or Purchase labor to implement optional system features or system expansions.

1.5.7. Participate in impact/Change management Training as necessary.

1.5.8. Inform system users of system updates and scheduled system downtime if necessary.

1.5.9 Cooperate with Motorola to provide post update implementation training as needed.

1.5.10 Provide Motorola with a completion sign off.

1.7 Exclusions and Limitations

The parties agree that Systems that have non-standard configurations that have not been certified by Motorola Systems Integration Testing are specifically excluded from this agreement unless otherwise agreed in writing by Motorola and included in this SOW.

1.7.1. This agreement does not cover any hardware or software supplied to the Customer when purchased directly from a third party, unless specifically included in this SOW.

1.7.2. This agreement does not cover software support for unauthorized modifications or other misuse of the covered software.

1.7.3. Updates for equipment add-ons or expansions during the term of this ASTRO 25 agreement are not included in the coverage of this SOW unless otherwise agreed to in writing by Motorola and Customer.

1.8 Special Provisions

The coverage and the parties' responsibilities described in this Statement of Work will automatically terminate if Motorola no longer supports the ASTRO 25 7.x software version in the Customer's system or discontinues this agreement; in either case, Motorola will refund to Customer any prepaid fees for services applicable to the terminated period.

1.9 High Speed Connectivity Specifications

1.9.1. The Minimum supported link between the core and he zone is a full T1.

1.9.2. Any link must realize or a sustain transfer rate of 17Kbps/1.4 Mbps or better bi directional.

1.9.3. Interzone Links must be fully operational when present

1.9.3. Link Reliability must satisfy these minim QoS levels:

- Port availability must meet or exceed 99.9% (three nines)
- Round trip network delay must be 100 ms or less between the core and satellite (North America) and 400 ms or less for international links o Packet loss shall be no greater than 0.3%
- Network jitter shall be no greater than 2 ms.

1.9.4. The network requirements above are based on the SLA provided for sprint dedicated IP services as of April 2012. It is possible that other vendors may not be able to meet this exact SLR, so these cases must be examined on a case by case basis.

System Pricing Configuration - This configuration is to be reviewed annually from the contract effective date. Any change in the system configuration may require a price adjustment.

CORE	
Master Site Configuration	0
Zones in Operation(DSR/Dark Master site)	0
Zone Features: I&D, TDMA, Telephone Interconnect,CNI,HPD,IA,POP25, Text Messaging, Outdoor Location, ISSI 8000, Infovista,KMF/OTAR.	0
RF SYSTEM	
Voice RF Sites/Simulcast Sites(Including Prime sites)	0
Repeater/Stations(FDMA)	0
Repeater/Stations(TDMA)	0
HPD RF Sites	0
HPD Stations	
DISPATCH CONSOLE SYSTEM	
Dispatch Sites	1
MCC7500 Operator Positions(VPM)	15
Conventional Channel Gateways(CCGW)	7
Conventional Site Controller (GCP 8000)	0
LOGGING SYSTEM	
Number of AIS Servers	2
Number of Voice Logging Recorder	0
Number of Logging Replay Clients	0
NETWORK MANAGEMENT/MOSCAD NFM	
Number of NM Clients	2
Number of Fault Management Clients/NFM Clients	2
Number of Fault Management NFM RTUs	9
Number of NM Clients	0

1.9 APPENDIX H: SECURITY MONITORING SERVICE OVERVIEW

Motorola's Security Monitoring Services includes anti-malware monitoring and authentication log monitoring. There are also options for firewall monitoring, intrusion detection system (IDS) monitoring, and ASTRO 25 system log monitoring.

Motorola's ASTRO 25 Security Monitoring is a complete solution that provides peace of mind and reduces the risk that your network availability will be impacted by a security threat. The solution includes 24x7x365 monitoring of the radio network security elements by experienced, specialized security technologists with years of experience working with ASTRO 25 mission-critical networks. For highly complex or unusual security events, our technologists have direct and immediate access to Motorola engineers for rapid resolution.

This Statement of Work ("SOW") is subject to the terms and conditions of Motorola's Professional Services Agreement, Service Agreement or other applicable agreement in effect between the parties ("Agreement"). Motorola and Customer may be referred to herein individually as a "Party" or together as "Parties"

1. Description of Security Monitoring Services

1.1. Anti-malware Monitoring

ASTRO 25 comes installed with Anti-malware software ("SW"). Security Monitoring will verify that malware definition updates, as provided by the Anti-malware OEM, are installed and running. The anti-malware SW is monitored for activity such as deletion, quarantine, and alerting of suspicious SW.

1.2. Authentication Monitoring

1.2.1. Active directory (including domain Linux and RADIUS) and two-factor authentication log-ins are monitored.

1.3. Firewall Monitoring – The ASTRO 25 system potentially has several firewall options. See Table 1 in the addendum for a list. In any of these firewall applications, Motorola provisions and deploys the firewalls with the ASTRO 25 system. Motorola will monitor each one that has the firewall monitoring option.

1.4. IDS (Intrusion Detection System) Monitoring. An IDS is an option to ASTRO 25 that may be deployed between the ASTRO 25 firewall and the CEN.

1.5. Centralized Log Monitoring

ASTRO 25 has an option that provides the ability to forward device syslogs to a single virtual server called Centralized Syslog Server. This allows monitoring of Linux components for authentication events.

2. Scope

The Motorola Secure Operations Center (SOC) consists of highly trained and experienced security specialists. When an event is detected, the technologists will run remote diagnostics and initiate an appropriate response. This response could involve: continuing to monitor the event for further development, attempting to remotely restore the system, or opening of a case for dispatch of a field servicer ("Servicer").

3. Motorola has the following responsibilities:

- 3.1. Provide, maintain, and replace when necessary, hardware ("HW") and SW required to monitor ASTRO 25 security elements. HW may include a firewall, router, or physical server. SW may include virtual servers either on the ASTRO 25 core or a separate physical server, related OS, SIEM collectors, and SW that allows distribution of updates and remote diagnostics.
- 3.2. Verify connectivity and monitoring is active prior to system acceptance or start date.
- 3.3. Coordinate with customer to maintain Motorola service authentication credentials.
- 3.4. Maintain properly trained and accredited technicians. Monitor the customer's system 24/7/365 for malicious or unusual activity.
- 3.5. Reports are posted to the SSC quality webpage. Contact your CSM for access.

4. The Customer has the following responsibilities:

- 4.1. Security Monitoring requires a connection from the customer's ASTRO 25 system to Motorola's SOC in Schaumburg. Motorola offers either a T1 option or a Virtual Private Network (VPN) option through a customer supplied internet connection.
- 4.2. Allow Motorola continuous remote access to monitor the ASTRO 25 system. This includes keeping the connection plugged-in, providing passwords, and working with Motorola to understand and maintain proper administration privileges.
- 4.3. Provide continuous utility service to any Motorola equipment installed or utilized at the customer's premises to support delivery of this service.
- 4.4. Provide customer contact information necessary to complete the Customer Support Plan. Notify your CSM within 2 weeks of any contact changes.
- 4.5. As necessary, upgrade the ASTRO 25 system to supported releases.
- 4.6. Allow Motorola dispatched-servicers physical access to the equipment when required.
- 4.7. Comply with the terms of the applicable software license agreements between Customer and Motorola and the non-Motorola software copyright owners.



4.8. Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide the services described in this SOW.

4.9. Obtain at Customer's cost all third party consents or licenses required to enable Motorola to provide the Services.

5. Disclaimer

Motorola disclaims any warranty concerning the non-Motorola software and does not guarantee that customer's system will be error-free or immune to security breaches as a result of these services.

1.10 ADDENDUM

Potential ASTRO 25 Firewalls	
CNI	Customer Network Interface. This firewall separates the ASTRO 25 Radio Network from the customer's IT network (often referred to as the CEN or Customer Enterprise network). There are single and redundant (high-availability) options for the CNI, the redundant option meaning there are two firewalls. Both firewalls must be monitored in the redundant case.
DSR	Dynamic System Resilience. This is an ASTRO 25 option where a geographically separated backup master site is implemented as a "hot-standby" in case of disaster at the primary. This option potentially doubles the number of firewalls in the system.
ZCP	Zone Core Protection. This ASTRO 25 option places firewalls at the master site where the RF and console sites connect. This protects the core from attack from a compromised site and propagation of the attack to the other sites. There are always 2 firewalls in this option for redundancy.
TI	Telephone Interconnect. This ASTRO 25 option allows calls to be made to/from ASTRO 25 subscribers. A firewall is required to protect the RNI from the telephone connection. One firewall may serve the dual purpose of the TI and ISSI interface.
ISSI	Inter RF Subsystem Interface. This option allows connectivity to a separate system. The original intent of this option was to connect to another P25 system supplied by either Motorola or any other P25 compliant vendor. This standard has since been used to allow connection to non-P25 systems through additional interfaces such as WAVE. In any case, a firewall is necessary to protect the RNI from this connection.
MCC 7100	The MCC 7100 dispatch console may be configured such that it can connect via Virtual Private Network (VPN) through an internet connection. A firewall is required to terminate on the ASTRO 25 side of that connection. This firewall may be physically located at either a console site or the master site and there may be multiple firewalls for this purpose.
Custom	Some customers may opt to install their own firewalls and want them monitored, most commonly at console sites. The customer will have to work with Motorola to determine if and how custom firewalls can be monitored. Additional charges may apply.





SERVICE AGREEMENT

Attn: National Service Support
 1299 E Algonquin Road
 Schaumburg, IL 60196
 (800) 247-2347

Contract Number: USC0000005962
 Contract Modifier:
 Supersedes Agreement(s):

Date: 10-Jun-2019

Company Name: WARREN CNTY TELECOMMUNICATIONS DEPT
 Attention:
 Billing Address: 500 Justice Drive
 City, State, Zip: Lebanon, OH 45036
 Customer Contact: Paul Kindell
 Phone: 513-695-1318
 Fax:

Required PO #:
 Customer #: 1036208058
 Bill to Tag #:
 Contract Start Date: 1-Jun-2019
 Contract End Date: 31-May-2021
 Anniversary Day:
 Payment Cycle: ANNUAL
 Currency: USD

Qty	Model/Option	Description	Maint + SUAll package	Discount	Extended
1	LSV01S00533A	*****Recurring Services***** ADVANCED PLUS PACKAGE INCLUDING: NETWORK MONITORING TECHNICAL SUPPORT DISPATCH SERVICE ONSITE RESPONSE - STANDARD PREVENTATIVE MAINTENANCE (LEVEL 1) INFRASTRUCTURE REPAIR NETWORK SECURITY MONITORING SECURITY UPDATE SERVICE REMOTE SECURITY UPDATE SERVICE MANAGEMENT			
1	SVC04SVC0178A	SYSTEM UPDATE AGREEMENT II			
1	SVC04SVC0178A	SYSTEM UPDATE AGREEMENT II HARDWARE			
1	SVC02SVC0433A	SYSTEM UPDATE AGREEMENT II INSTALLATION			
		June 1, 2019 - May 31, 2020	\$574,185.66	(\$233,427.66)	\$340,758.00
		June 1, 2020 - May 31, 2021	\$602,894.94	(\$253,297.94)	\$349,597.00
		** coverage to include AIS server with API to interface with Verint Recorders			
		** coverage to auto toning MCC7500 API we use to connect with CAD for Fire Paging			
SPECIAL INSTRUCTIONS - ATTACHED STATEMENT OF WORK FOR PERFORMANCE DESCRIPTIONS		Subtotal - Recurring Services			\$690,355.00
		Subtotal - One Time Event			
Coverage to include AIS server with API to interface with Verint Recorders, and auto toning MCC7500 API used to connect with CAD for Fire Paging.		Services			
		Total			\$690,355.00
		Taxes			\$0.00
		Grand Total			\$690,355.00
THIS SERVICE AMOUNT IS SUBJECT TO STATE AND LOCAL TAXING JURISDICTIONS WHERE APPLICABLE, TO BE VERIFIED BY MOTOROLA					
Subcontractor(s)		City	State		
MOTOROLA SYSTEM SUPPORT CENTER		ELGIN	IL		
MOTOROLA SSC NETWORK SECURITY DO299		SCHAUMBURG	IL		
MOTOROLA SYSTEM SUPPORT CTR-CALL CENTER DO068		SCHAUMBURG	IL		
MOTOROLA SYSTEM SUPPORT-TECHNICAL SUPPORT DO068		SCHAUMBURG	IL		
MOTOROLA - TS COST TRANSFER (DO401)		CINCINNATI	OH		
MOBLCOMM		CINCINNATI	OH		

Service Terms and Conditions

Motorola Solutions Inc. ("Motorola") and the customer named in this Agreement ("Customer") hereby agree as follows:

Section 1. APPLICABILITY

These Maintenance Service Terms and Conditions apply to service contracts whereby Motorola will provide to Customer either (1) maintenance, support, or other services under a Motorola Service Agreement, or (2) installation services under a Motorola Installation Agreement.

Section 2. DEFINITIONS AND INTERPRETATION

2.1. "Agreement" means these Maintenance Service Terms and Conditions; the cover page for the Service Agreement or the Installation Agreement, as applicable; and any other attachments, all of which are incorporated herein by this reference. In interpreting this Agreement and resolving any ambiguities, these Maintenance Service Terms and Conditions take precedence over any cover page, and the cover page takes precedence over any attachments, unless the cover page or attachment states otherwise.

2.2. "Equipment" means the equipment that is specified in the attachments or is subsequently added to this Agreement.

2.3. "Services" means those installation, maintenance, support, training, and other services described in this Agreement.

Section 3. ACCEPTANCE

Customer accepts these Maintenance Service Terms and Conditions and agrees to pay the prices set forth in the Agreement. This Agreement becomes binding only when accepted in writing by Motorola. The term of this Agreement begins on the "Start Date" indicated in this Agreement.

Section 4. SCOPE OF SERVICES

4.1. Motorola will provide the Services described in this Agreement or in a more detailed statement of work or other document attached to this Agreement. At Customer's request, Motorola may also provide additional services at Motorola's then-applicable rates for the services.

4.2. If Motorola is providing Services for Equipment, Motorola parts or parts of equal quality will be used; the Equipment will be serviced at levels set forth in the manufacturer's product manuals; and routine service procedures that are prescribed by Motorola will be followed.

4.3. If Customer purchases from Motorola additional equipment that becomes part of the same system as the initial Equipment, the additional equipment may be added to this Agreement and will be billed at the applicable rates after the warranty for that additional equipment expires.

4.4. All Equipment must be in good working order on the Start Date or when additional equipment is added to the Agreement. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay Service fees for this Equipment will terminate at the end of the month in which Motorola receives the written notice.

4.5. Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.

4.6. If Equipment cannot, in Motorola's reasonable opinion, be properly or economically serviced for any reason, Motorola may modify the scope of Services related to that Equipment; remove that Equipment from the Agreement; or increase the price to Service that Equipment.

4.7. Customer must promptly notify Motorola of any Equipment failure. Motorola will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in this Agreement.

Section 5. EXCLUDED SERVICES

5.1. Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other

than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

5.2. Unless specifically included in this Agreement, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes.; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.

Section 6. TIME AND PLACE OF SERVICE

Service will be provided at the location specified in this Agreement. When Motorola performs service at Customer's location, Customer will provide Motorola, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services. Unless otherwise stated in this Agreement, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Agreement, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering the Services, Customer agrees to reimburse Motorola for those charges and expenses.

Section 7. CUSTOMER CONTACT

Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable Customer's personnel to maintain contact, as needed, with Motorola.

Section 8. INVOICING AND PAYMENT

8.1 Customer affirms that a purchase order or notice to proceed is not required for the duration of this service contract and will appropriate funds each year through the contract end date. Unless alternative payment terms are stated in this Agreement, Motorola will invoice Customer in advance for each payment period. All other charges will be billed monthly, and Customer must pay each invoice in U.S. dollars within thirty (30) days of the invoice date.

8.2 Customer will reimburse Motorola for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments that are levied as a result of Services rendered under this Agreement (except income, profit, and franchise taxes of Motorola) by any governmental entity, unless exempt by law. The Customer will pay all invoices as received from Motorola. At the time of execution of this Agreement, the Customer will provide all necessary reference information to include on invoices for payment in accordance with this Agreement.

8.3 At the end of the first year of the Agreement and each year thereafter, a CPI percentage change calculation shall be performed. Should the annual inflation rate increase greater than 5% during the previous year, Motorola shall have the right to increase all future maintenance prices by the CPI increase amount exceeding 5%. The Midwest Region Consumer Price Index (https://www.bls.gov/regions/mountain-plains/news-release/consumerpriceindex_midwest.htm), All items, Not seasonally adjusted shall be used as the measure of CPI for this price adjustment. Measurement will take place once the annual average for the new year has been posted by the Bureau of Labor Statistics

Section 9. WARRANTY

Motorola warrants that its Services under this Agreement will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. In the event of a breach of this warranty, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Section 10. DEFAULT/TERMINATION

10.1. If either party defaults in the performance of this Agreement, the other party will give to the non-performing party a written and detailed notice of the default. The non-performing party will have thirty (30) days thereafter to provide a written plan to cure the default that is acceptable to the other party and begin implementing the cure plan immediately after plan approval. If the non-performing party fails to provide or implement the cure plan, then the injured party, in addition to any other rights available to it under law, may immediately terminate this Agreement effective upon giving a written notice of

termination to the defaulting party.

10.2. Customer may terminate this agreement for convenience with 30 days advanced written notice to Motorola. Any termination of this Agreement will not relieve either party of obligations previously incurred pursuant to this Agreement, including payments which may be due and owing at the time of termination. All sums owed by Customer to Motorola for services rendered prior to termination date will become due and payable immediately upon termination of this Agreement. Upon the effective date of termination, Motorola will have no further obligation to provide Services.

Section 11. LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Service provided under this Agreement. **ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT.** No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account. This limitation of liability will survive the expiration or termination of this Agreement and applies notwithstanding any contrary provision.

Section 12. EXCLUSIVE TERMS AND CONDITIONS

12.1. This Agreement supersedes all prior and concurrent agreements and understandings between the parties, whether written or oral, related to the Services, and there are no agreements or representations concerning the subject matter of this Agreement except for those expressed herein. The Agreement may not be amended or modified except by a written agreement signed by authorized representatives of both parties.

12.2. Customer agrees to reference this Agreement on any purchase order issued in furtherance of this Agreement, however, an omission of the reference to this Agreement will not affect its applicability. In no event will either party be bound by any terms contained in a Customer purchase order, acknowledgement, or other writings unless: the purchase order, acknowledgement, or other writing specifically refers to this Agreement; clearly indicate the intention of both parties to override and modify this Agreement; and the purchase order, acknowledgement, or other writing is signed by authorized representatives of both parties.

Section 13. PROPRIETARY INFORMATION; CONFIDENTIALITY; INTELLECTUAL PROPERTY RIGHTS

13.1. Any information or data in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer under this Agreement will remain Motorola's property, will be deemed proprietary, will be kept confidential, and will be promptly returned at Motorola's request. Customer may not disclose, without Motorola's written permission or as required by law, any confidential information or data to any person, or use confidential information or data for any purpose other than performing its obligations under this Agreement. The obligations set forth in this Section survive the expiration or termination of this Agreement.

13.2. Unless otherwise agreed in writing, no commercial or technical information disclosed in any manner or at any time by Customer to Motorola will be deemed secret or confidential. Motorola will have no obligation to provide Customer with access to its confidential and proprietary information, including cost and pricing data.

13.3. This Agreement does not grant directly or by implication, estoppel, or otherwise, any ownership right or license under any Motorola patent, copyright, trade secret, or other intellectual property, including any intellectual property created as a result of or related to the Equipment sold or Services performed under this Agreement.

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

right to pursue legal and/or equitable remedies to stop or limit disclosure at their sole expense.

Section 14. FCC LICENSES AND OTHER AUTHORIZATIONS

Customer is solely responsible for obtaining licenses or other authorizations required by the Federal Communications Commission or any other federal, state, or local government agency and for complying with all rules and regulations required by governmental agencies. Neither Motorola nor any of its employees is an agent or representative of Customer in any governmental matters.

Section 15. COVENANT NOT TO EMPLOY

During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering services under this Agreement. If this provision is found to be overly broad under applicable law, it will be modified as necessary to conform to applicable law.

Section 16. MATERIALS, TOOLS AND EQUIPMENT

All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customer's custody or control, be liable for any loss or damage to this property, and return it to Motorola upon request. This property will be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction.

Section 17. GENERAL TERMS

17.1. If any court renders any portion of this Agreement unenforceable, the remaining terms will continue in full force and effect.

17.2. This Agreement and the rights and duties of the parties will be interpreted in accordance with the laws of the State in which the Services are performed.

17.3. Failure to exercise any right will not operate as a waiver of that right, power, or privilege.

17.4. Neither party is liable for delays or lack of performance resulting from any causes that are beyond that party's reasonable control, such as strikes, material shortages, or acts of God.

17.5. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

17.6. Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event.

17.7. THIS AGREEMENT WILL RENEW, FOR AN ADDITIONAL ONE (1) YEAR TERM, ON EVERY ANNIVERSARY OF THE START DATE UNLESS EITHER THE COVER PAGE SPECIFICALLY STATES A TERMINATION DATE OR ONE PARTY NOTIFIES THE OTHER IN WRITING OF ITS INTENTION TO DISCONTINUE THE AGREEMENT NOT LESS THAN THIRTY (30) DAYS OF THAT ANNIVERSARY DATE. At the anniversary date, Motorola may adjust the price of the Services to reflect its current rates.

17.8. If Motorola provides Services after the termination or expiration of this Agreement, the terms and conditions in effect at the time of the termination or expiration will apply to those Services and Customer agrees to pay for those services on a time and materials basis at Motorola's then effective hourly rates.

17.9 This Agreement may be executed in one or more counterparts, all of which shall be considered part of the Agreement. The parties shall execute this Agreement in writing

Revised June 16, 2018

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 19-0878

Adopted Date July 09, 2019

ACKNOWLEDGE PAYMENT OF BILLS

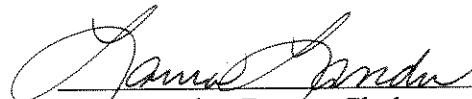
BE IT RESOLVED, to acknowledge payment of bills from 6/27/19 and 7/2/19 as attached hereto and made a part hereof.

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

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

Resolution adopted this 9th day of July 2019.

BOARD OF COUNTY COMMISSIONERS



Laura Lander, Deputy Clerk

/tao

cc: Auditor

Resolution

Number 19-0879

Adopted Date July 09, 2019

APPROVE A SUBDIVISION PUBLIC IMPROVEMENT PERFORMANCE AND MAINTENANCE SECURITY AGREEMENT REDUCTION WITH CROSS CREEK ESTATES, LLC. FOR COMPLETION OF IMPROVEMENTS IN CROSS CREEK ESTATES, PHASE 2, BLOCK A, SITUATED IN DEERFIELD TOWNSHIP

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

SECURITY REDUCTION

Bond Number	:	19-005 (W/S)
Development	:	Cross Creek Estates, Phase 2, Block A
Developer	:	Cross Creek Estates, LLC
Township	:	Deerfield
Reduction Amount	:	\$15,365.65
Surety Company	:	Westchester Fire Ins. Co. (K09676909)

BE IT FURTHER RESOLVED: the original amount of bond was \$25,904.80 and the new required bond amount is \$10,539.15.

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

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

Resolution adopted this 9th day of July 2019.

BOARD OF COUNTY COMMISSIONERS



Laura Lander, Deputy Clerk

cgb

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

Resolution

Number 19-0880

Adopted Date July 09, 2019

APPROVE A SUBDIVISION PUBLIC IMPROVEMENT BOND REDUCTION WITH ERBECK DEVELOPMENT COMPANY, LTD. FOR COMPLETION PERFORMANCE OF IMPROVEMENTS AND REAFFIRM THE MAINTENANCE SECURITY FOR KENSINGTON, PHASE 2, BLOCK "B", SITUATED IN DEERFIELD TOWNSHIP

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

NOW THEREFORE BE IT RESOLVED, upon recommendation of the Warren County Sanitary Engineer, to approve the following performance bond reduction and the reaffirm the maintenance security:

BOND REDUCTION

Bond Number	:	19-001 (W/S)
Development	:	Kensington, Phase 2, Block "B"
Developer	:	Erbeck Development Company, LTD.
Township	:	Deerfield
Performance Security	:	\$ 132,979.28
Performance Bond No	:	0222386
Surety Company	:	Berkley Insurance Company


BE IT FURTHER RESOLVED, that the existing maintenance bond (Bond No. 0222385) in the amount of \$23,809.50 shall remain in effect.

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

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

Resolution adopted this 9th day of July 2019.

BOARD OF COUNTY COMMISSIONERS



Laura Lander, Deputy Clerk

cgb

cc: Erbeck Development, 3940 Olympic Blvd, Suite 100, Erlanger, KY 41018
Berkley Insurance Company, 412 M. Kemble, Suite 310N, Morristown, NJ 07960
Water/Sewer (file)
Bond Agreement file

Resolution

Number 19-0881

Adopted Date July 09, 2019

APPROVE A STREET AND APPURTENANCES BOND RELEASE FOR GRAND COMMUNITIES, LTD FOR COMPLETION OF IMPROVEMENTS IN LAKESIDE AT SHAKER RUN, SECTION ONE SITUATED IN TURLTECREEK TOWNSHIP

BE IT RESOLVED, upon recommendation of the Warren County Engineer, to approve the following street and appurtenances bond release:

BOND RELEASE

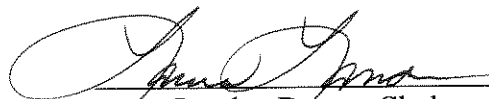
Bond Number	:	17-028 (P)
Development	:	Lakeside at Shaker Run, Section One
Developer	:	Grand Communities, Ltd
Township	:	Turtlecreek
Amount	:	\$177,180.90
Surety Company	:	RLI Insurance Company (CMS0328911)

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

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

Resolution adopted this 9th day of July 2019.

BOARD OF COUNTY COMMISSIONERS



Laura Lander, Deputy Clerk

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

Resolution

Number 19-0882

Adopted Date July 09, 2019

APPROVE BOND RELEASE FOR WILSON FARMS DEVELOPMENT, LLC FOR COMPLETION OF IMPROVEMENTS IN WILSON FARMS, SECTION 4B SITUATED IN FRANKLIN TOWNSHIP

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

EROSION CONTROL PERFORMANCE BOND RELEASE


Bond Number	:	N/A
Development	:	Wilson Farms, Section 4B
Developer	:	Wilson Farms Development, LLC
Township	:	Franklin
Amount	:	\$42,271.79
Surety Company	:	Great American Insurance Company (CA2168316)

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

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

Resolution adopted this 9th day of July 2019.

BOARD OF COUNTY COMMISSIONERS



Laura Lander, Deputy Clerk

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

Resolution

Number 19-0883

Adopted Date July 09, 2019

ENTER INTO A SUBDIVISION PUBLIC IMPROVEMENT PERFORMANCE AND MAINTENANCE SECURITY AGREEMENT WITH MT. PLEASANT BLACKTOPPING CO., INC. FOR INSTALLATION OF CERTAIN IMPROVEMENTS IN THE WOODLANDS AT MORROW, PHASE 3A SITUATED IN THE VILLAGE OF MORROW

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

SECURITY AGREEMENT

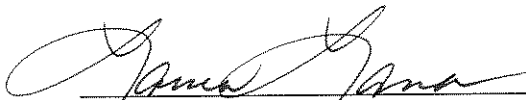
Bond Number	:	19-007 (W/S)
Development	:	The Woodlands at Morrow, Phase 3A
Developer	:	Mt. Pleasant Blacktopping Co., Inc.
Location	:	Village of Morrow
Amount	:	\$9,845.47
Surety Company	:	Philadelphia Indemnity Insurance Company

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

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

Resolution adopted this 9th day of July 2019.

BOARD OF COUNTY COMMISSIONERS



Laura Lander, Deputy Clerk

cgb

cc: Mt. Pleasant Blacktopping, 3199 Production Dr., Fairfield, OH 45014
Philadelphia Indemnity Ins. Co, One Bala Plaza, Suite 100, Bala Cynwyd, PA 19004
Water/Sewer (file)
Bond Agreement file

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

WATER AND/OR SANITARY SEWER Bond # PB00242500017

Security Agreement No.

19-007 (W/S)

This Agreement made and concluded at Lebanon, Ohio, by and between _____
Mt. Pleasant Blacktoping Co., Inc. (1) (hereinafter the "Developer") and the
Warren County Board of County Commissioners, (hereinafter the "County Commissioners"), and
Philadelphia Indemnity Insurance Company (2) (hereinafter the "Surety").

WITNESSETH:

WHEREAS, the Developer is required to install certain improvements in The Woodlands
at Morrow _____ **Subdivision, Section/Phase 3A** (3) (hereinafter the "Subdivision") situated in
_____ (4) Township, Warren County, Ohio, in accordance with the Warren County
Subdivision regulations (hereinafter called the "Improvements"); and,

WHEREAS, it is estimated that the total cost of the Improvements is \$98,454.71,
and that the Improvements that have yet to be completed and approved may be constructed in the sum of
- 0 -; and,

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

NOW, THEREFORE, be it agreed:

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

2. The County Commissioners will, upon approval of the County Sanitary Engineer of all Improvements in the Subdivision, tentatively accept all Improvements.
3. The Developer shall be in default of the Performance Obligation if the construction or installation of any Improvement by the Developer is not completed within one years from the date of the execution of this agreement, as determined by the County Sanitary Engineer. The same shall apply whenever construction of the Improvements is not performed in accordance with the Warren County subdivision regulations.
4. The condition of the Performance Obligation shall be that whenever the Developer shall be declared by the County Commissioners to be in default, the Surety and the Developer shall, upon written notification of default by the County Commissioners to the Surety promptly make sufficient funds available to the County Commissioners to pay the cost of the completion of the construction of the uncompleted or unapproved Improvements in accordance with Warren County subdivision regulations, including any costs incurred by the County Commissioners which are incidental to the completion of the construction of the uncompleted or unapproved Improvements, including, but not limited to costs associated with publication of legal notices, preparation of such additional plans, specifications and drawings as may, in the judgment of the County Commissioners, be necessary, preparation of bid documents, etc., but not exceeding the amount set forth in Item 1 hereof. The Developer shall have the opportunity to respond in writing within two (2) weeks of receipt of notice of intent to find the Developer in default. In the case that the performance security given is in the form of a cashier's check or certified check provided directly to the County Commissioners, the County Commissioners may apply such funds as set forth herein upon notification of default to the Surety. The determination of the amount of funds to be disbursed by Surety to the County Commissioners as set forth in the aforesaid notification is final and binding upon the parties hereto. However, the foregoing shall not release Developer from any liability for any deficiency between the amount of funds disbursed and the actual costs incurred by the County Commissioners in the completion of the construction or installation of the uncompleted or unapproved Improvements and Developer expressly agrees to be liable to the County Commissioners for any such deficiency.
5. The County Commissioners, the Developer and Surety mutually agree that the Performance Obligation created herein shall continue until the completion of the installation of the Improvements in accordance with Warren County subdivision regulations and that upon the Improvements having been inspected and approved for one year maintenance, the Performance Obligation shall become null and void.
6. The Developer will provide **maintenance security** to the County Commissioners in the sum of \$9,845.47 to secure the performance of all maintenance upon the Improvements as determined to be necessary by the County Sanitary Engineer (hereinafter the Maintenance Obligation). In no event shall the sum provided for herein be less than ten percent (10%) of the estimated total cost of the Improvements as set forth above.

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

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

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

A. To the County Commissioners:

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

B. To the County Sanitary Engineer:

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

C. To the Developer:

Mt. Pleasant Blacktopping Co., Inc.

3199 Production Drive

Fairfield, OH 45014

By: [Signature]

Ph. (513) 874 - 3777

D. To the Surety:

Philadelphia Indemnity Insurance Company

One Bala Plaza

Bala Cynwyd, PA 19004

Ph. (614) 726 - 3818

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

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

 Certified check or cashier's check (attached) (CHECK #)

 Original Letter of Credit (attached) (LETTER OF CREDIT #)

 Original Escrow Letter (attached)

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

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

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

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

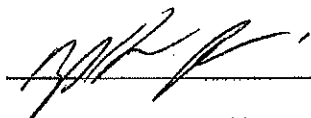
17. This Agreement shall not be assignable or transferrable by the Developer or Surety to any third party or parties without the express written consent of the County Commissioners. Developer and Surety waive any successor developer or successor surety claim or defense unless the County Commissioners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

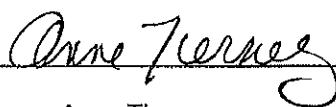
IN EXECUTION WHEREOF, the Developer and the Surety have caused this security agreement to be executed on the date stated below.

DEVELOPER: Mt. Pleasant Blacktopping Co., Inc. **SURETY:** Philadelphia Indemnity Insurance Company

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

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

SIGNATURE: 
PRINTED NAME: Benjamin P. House

SIGNATURE: 
PRINTED NAME: Anne Tierney

TITLE: President

TITLE: Attorney-in-Fact

DATE: May 30, 2019

DATE: May 30, 2019

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN EXECUTION WHEREOF, the Warren County Board of County Commissioners have caused this security agreement to be executed by the President of the Board, on the date stated below, pursuant to Board Resolution Number 19-0883, dated 7/9/19.

WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS

SIGNATURE: Shannon Jones

PRINTED NAME: Shannon Jones

TITLE: President

DATE: 7/9/19

RECOMMENDED BY:

By: [Signature]
SANITARY ENGINEER

APPROVED AS TO FORM:

By: [Signature]
COUNTY PROSECUTOR

Key:

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

PHILADELPHIA INDEMNITY INSURANCE COMPANY
One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That PHILADELPHIA INDEMNITY INSURANCE COMPANY (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint Richard A. Davis, Paulette M. Aerni, Linda L. Hogle, Anne Tierney, Thomas D. Cassidy and Thomas W. Chatham of USI Insurance Services, LLC, its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$100,000,000.00.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14th of November, 2016.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

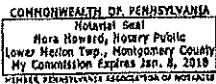
IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 14TH DAY OF NOVEMBER, 2016.



(Seal)

Robert D. O'Leary Jr., President & CEO
Philadelphia Indemnity Insurance Company

On this 14th day of November, 2016, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the PHILADELPHIA INDEMNITY INSURANCE COMPANY; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.



Notary Public:

residing at:

Bala Cynwyd, PA

(Notary Seal)

My commission expires:

January 8, 2018

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and this Power of Attorney issued pursuant thereto on this 14th day of November, 2016 are true and correct and are still in full force and effect. I do further certify that Robert D. O'Leary Jr., who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY,

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 30th day of May, 2019.



Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY

Resolution

Number 19-0884

Adopted Date July 09, 2019

ENTER INTO STREET AND APPURTENANCES (INCLUDING SIDEWALKS) SECURITY AGREEMENT WITH HOPEWELL VALLEY DEVELOPMENT, LLC, FOR INSTALLATION OF CERTAIN IMPROVEMENTS IN THE VILLAGES OF HOPEWELL VALLEY, SECTION SIX SITUATED IN HAMILTON TOWNSHIP

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

SECURITY AGREEMENT

Bond Number	:	19-007 (P/S)
Development	:	The Villages of Hopewell Valley, Section Six
Developer	:	Hopewell Valley Development, LLC
Township	:	Hamilton
Amount	:	\$59,982.00
Surety Company	:	Developers Surety and Indemnity Company (658996S)

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

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

Resolution adopted this 9th day of July 2019.

BOARD OF COUNTY COMMISSIONERS



Laura Lander, Deputy Clerk

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

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

**STREETS AND APPURTENANCES
(including Sidewalks)**

Security Agreement No.

19-007(P/S)

This Agreement made and concluded at Lebanon, Ohio, by and between Hopewell Valley Development, LLC (1) (hereinafter the "Developer") and the Warren County Board of County Commissioners, (hereinafter the "County Commissioners"), and DEVELOPERS SURETY AND INDEMNITY COMPANY (2) (hereinafter the "Surety").

WITNESSETH:

WHEREAS, the Developer is required to install certain Improvements in The Villages of Hopewell Valley Subdivision, Section/Phase Six (3) (hereinafter the "Subdivision") situated in Hamilton (4) Township, Warren County, Ohio, in accordance with the Warren County Subdivision regulations (hereinafter called the "Improvements"); and,

WHEREAS, it is estimated that the total cost of the Improvements is 243,962.62, and that the Improvements that have yet to be completed and approved may be constructed in the sum of 46,140.00; and,

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

NOW, THEREFORE, be it agreed:

1. The Developer will provide **performance security** to the County Commissioners in the sum of \$59,982.00 to secure the performance of the construction of the uncompleted or unapproved Improvements in accordance with Warren County subdivision regulations (hereinafter the Performance Obligation). If any sum greater than zero (0) is inserted herein, the **minimum performance security** shall be twenty percent (20%) of the total cost of the Improvements.

2. The County Commissioners will, upon approval of the County Engineer of all Improvements in the Subdivision, tentatively accept all Improvements.
3. The Developer shall be in default of the Performance Obligation if the construction or installation of any Improvement by the Developer is not completed within 3 years from the date of the execution of this agreement, as determined by the County Engineer. The same shall apply whenever construction of the Improvements is not performed in accordance with the Warren County subdivision regulations.
4. The condition of the Performance Obligation shall be that whenever the Developer shall be declared by the County Commissioners to be in default, the Surety and the Developer shall, upon written notification of default by the County Commissioners to the Surety promptly make sufficient funds available to the County Commissioners to pay the cost of the completion of the construction of the uncompleted or unapproved Improvements in accordance with Warren County subdivision regulations, including any costs incurred by the County Commissioners which are incidental to the completion of the construction of the uncompleted or unapproved Improvements, including, but not limited to costs associated with publication of legal notices, preparation of such additional plans, specifications and drawings as may, in the judgment of the County Commissioners, be necessary, preparation of bid documents, etc., but not exceeding the amount set forth in Item 1 hereof. The Developer shall have the opportunity to respond in writing within two (2) weeks of receipt of notice of intent to find the Developer in default. In the case that the performance security given is in the form of a cashier's check or certified check provided directly to the County Commissioners, the County Commissioners may apply such funds as set forth herein upon notification of default to the Surety. The determination of the amount of funds to be disbursed by Surety to the County Commissioners as set forth in the aforesaid notification is final and binding upon the parties hereto. However, the foregoing shall not release Developer from any liability for any deficiency between the amount of funds disbursed and the actual costs incurred by the County Commissioners in the completion of the construction or installation of the uncompleted or unapproved Improvements and Developer expressly agrees to be liable to the County Commissioners for any such deficiency.
5. **The County Commissioners, the Developer and Surety mutually agree that the Performance Obligation created herein shall continue until the completion of the installation of the Improvements in accordance with Warren County subdivision regulations and that upon the Improvements having been inspected and approved for two years maintenance, the Performance Obligation shall become null and void after the Developer posts the maintenance security provided for herein.**
6. The Developer will provide **maintenance security** to the County Commissioners in the sum of \$48,792.52 to secure the performance of all maintenance upon the Improvements as determined to be necessary by the County Engineer (hereinafter the Maintenance Obligation). In no event shall the sum provided for herein be less than twenty percent (20%) of the estimated total cost of the Improvements as set forth above.

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

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

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

A. To the County Commissioners:

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

B. To the County Engineer:

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

C. To the Developer:

Hopewell Valley Development, LLC

PO Box 498007

Cincinnati, OH 45249

Ph. (513) 477 0855

D. To the Surety:

DEVELOPERS SURETY AND INDEMNITY COMPANY

17771 Cowan Suite 100

Irvine, CA 92614

Ph. (888) 518 - 8011

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

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

 Certified check or cashier's check (attached) (CHECK #)

 Original Letter of Credit (attached) (LETTER OF CREDIT #)

 Original Escrow Letter (attached)

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

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

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

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

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

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

DEVELOPER:

Hopewell Valley Development, LLC
 Pursuant to a resolution authorizing the undersigned to execute this agreement.

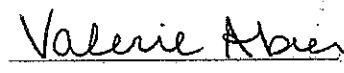
SURETY:

DEVELOPERS SURETY AND INDEMNITY COMPANY
 Pursuant to an instrument authorizing the undersigned to execute this agreement.

SIGNATURE:



SIGNATURE:



PRINTED NAME: Daniel R. Rolfes

PRINTED NAME: Valerie Aber

TITLE: Managing Member

TITLE: Attorney-In-Fact

DATE: June 24, 2019

DATE: June 3, 2019

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN EXECUTION WHEREOF, the Warren County Board of County Commissioners have caused this security agreement to be executed by the President of the Board, on the date stated below, pursuant to Board Resolution Number 19-0884, dated 7/9/19.

WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS

SIGNATURE: Shannon Jones

PRINTED NAME: Shannon Jones

TITLE: President

DATE: 7/9/19

RECOMMENDED BY:

By: Neil F. Turison / NFM
COUNTY ENGINEER

APPROVED AS TO FORM:

By: [Signature]
COUNTY PROSECUTOR

Key:

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

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT

STATE OF ARIZONA }
COUNTY OF MARICOPA } SS.

ON JUNE 3, 2019 BEFORE ME, OLGA GONZALEZ

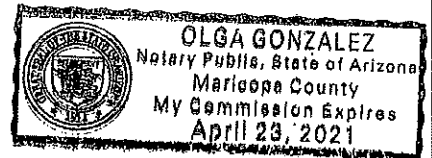
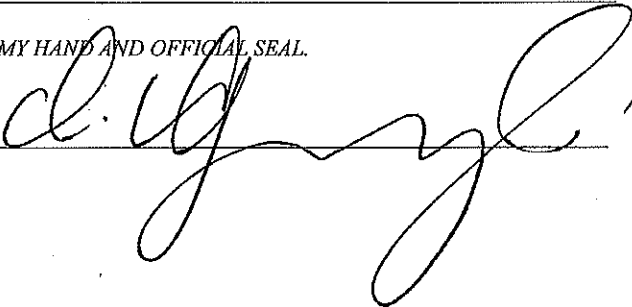
PERSONALLY APPEARED VALERIE ABER, ATTORNEY-IN-FACT

WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES) AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF ARIZONA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL.

SIGNATURE



THIS AREA FOR OFFICIAL NOTORIAL SEAL

**POWER OF ATTORNEY FOR
DEVELOPERS SURETY AND INDEMNITY COMPANY
INDEMNITY COMPANY OF CALIFORNIA
PO Box 19725, IRVINE, CA 92623 (949) 263-3300**

KNOW ALL BY THESE PRESENTS that except as expressly limited, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, do each hereby make, constitute and appoint:

Valerie Aber, Daniel Ruggeri, Jointly or severally

as their true and lawful Attorney(s)-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said corporations, as sureties, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney(s)-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as each of said corporations could do, but reserving to each of said corporations full power of substitution and revocation, and all of the acts of said Attorney(s)-in-Fact, pursuant to these presents, are hereby ratified and confirmed.

This Power of Attorney is granted and is signed by facsimile under and by authority of the following resolutions adopted by the respective Boards of Directors of DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, effective as of January 1st, 2008.

RESOLVED, that a combination of any two of the Chairman of the Board, the President, Executive Vice-President, Senior Vice-President or any Vice President of the corporations be, and that each of them hereby is, authorized to execute this Power of Attorney, qualifying the attorney(s) named in the Power of Attorney to execute, on behalf of the corporations, bonds, undertakings and contracts of suretyship; and that the Secretary or any Assistant Secretary of either of the corporations be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney;

RESOLVED, FURTHER, that the signatures of such officers may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures shall be valid and binding upon the corporations when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

IN WITNESS WHEREOF, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA have severally caused these presents to be signed by their respective officers and attested by their respective Secretary or Assistant Secretary this 4th day of October, 2018.

By: *Daniel Young*
Daniel Young, Senior Vice-President

By: *Mark Lansdon*
Mark Lansdon, Vice-President



A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Orange

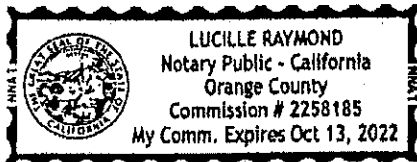
On October 4, 2018 before me, Lucille Raymond, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Daniel Young and Mark Lansdon
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature *Lucille Raymond*
Lucille Raymond, Notary Public



Place Notary Seal Above

CERTIFICATE

The undersigned, as Secretary or Assistant Secretary of DEVELOPERS SURETY AND INDEMNITY COMPANY or INDEMNITY COMPANY OF CALIFORNIA, does hereby certify that the foregoing Power of Attorney remains in full force and has not been revoked and, furthermore, that the provisions of the resolutions of the respective Boards of Directors of said corporations set forth in the Power of Attorney are in force as of the date of this Certificate.

This Certificate is executed in the City of Irvine, California, this 3 day of JUNE, 2019

By: *Cassie J. Barrisford*
Cassie J. Barrisford, Assistant Secretary



Resolution

Number 19-0885

Adopted Date July 09, 2019

ENTER INTO A SUBDIVISION PUBLIC IMPROVEMENT PERFORMANCE AND MAINTENANCE SECURITY AGREEMENT WITH HOPEWELL VALLEY DEVELOPMENT, LLC FOR INSTALLATION OF CERTAIN IMPROVEMENTS IN VILLAGE OF HOPEWELL VALLEY, SECTION SIX SITUATED IN HAMILTON TOWNSHIP

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

SECURITY AGREEMENT

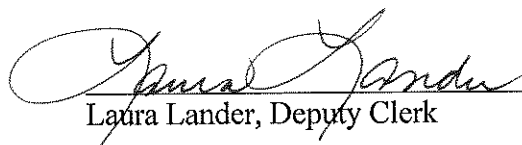
Bond Number	:	19-006 (W/S)
Development	:	Village of Hopewell Valley, Section Six
Developer	:	Hopewell Valley Development, LLC
Township	:	Hamilton
Amount	:	\$9,343.57
Surety Company	:	Developers Surety and Indemnity Company (658995S)

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

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

Resolution adopted this 9th day of July 2019.

BOARD OF COUNTY COMMISSIONERS


Laura Lander, Deputy Clerk

cgb

cc: Hopewell Valley Development, LLC, P.O. Box 498007, Cincinnati, Ohio 45209
Developers Surety and Indemnity Company, 17771 Cowan Suite 100, Irvine, CA 92614
Water/Sewer (file)
Bond Agreement file

Form WA-3
Rev. 08/2016

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

WATER AND/OR SANITARY SEWER

Security Agreement No.

19-006 (W/S)

This Agreement made and concluded at Lebanon, Ohio, by and between Hopewell Valley Development, LLC (1) (hereinafter the "Developer") and the Warren County Board of County Commissioners, (hereinafter the "County Commissioners"), and DEVELOPERS SURETY AND INDEMNITY COMPANY (2) (hereinafter the "Surety").

WITNESSETH:

WHEREAS, the Developer is required to install certain improvements in The Villages Of Hopewell Valley **Subdivision, Section/Phase** 6 (3) (hereinafter the "Subdivision") situated in Hamilton (4) Township, Warren County, Ohio, in accordance with the Warren County Subdivision regulations (hereinafter called the "Improvements"); and,

WHEREAS, it is estimated that the total cost of the Improvements is \$93,343.57, and that the Improvements that have yet to be completed and approved may be constructed in the sum of 0; and,

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

NOW, THEREFORE, be it agreed:

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

2. The County Commissioners will, upon approval of the County Sanitary Engineer of all Improvements in the Subdivision, tentatively accept all Improvements.
3. The Developer shall be in default of the Performance Obligation if the construction or installation of any Improvement by the Developer is not completed within 1 years from the date of the execution of this agreement, as determined by the County Sanitary Engineer. The same shall apply whenever construction of the Improvements is not performed in accordance with the Warren County subdivision regulations.
4. The condition of the Performance Obligation shall be that whenever the Developer shall be declared by the County Commissioners to be in default, the Surety and the Developer shall, upon written notification of default by the County Commissioners to the Surety promptly make sufficient funds available to the County Commissioners to pay the cost of the completion of the construction of the uncompleted or unapproved Improvements in accordance with Warren County subdivision regulations, including any costs incurred by the County Commissioners which are incidental to the completion of the construction of the uncompleted or unapproved Improvements, including, but not limited to costs associated with publication of legal notices, preparation of such additional plans, specifications and drawings as may, in the judgment of the County Commissioners, be necessary, preparation of bid documents, etc., but not exceeding the amount set forth in Item 1 hereof. The Developer shall have the opportunity to respond in writing within two (2) weeks of receipt of notice of intent to find the Developer in default. In the case that the performance security given is in the form of a cashier's check or certified check provided directly to the County Commissioners, the County Commissioners may apply such funds as set forth herein upon notification of default to the Surety. The determination of the amount of funds to be disbursed by Surety to the County Commissioners as set forth in the aforesaid notification is final and binding upon the parties hereto. However, the foregoing shall not release Developer from any liability for any deficiency between the amount of funds disbursed and the actual costs incurred by the County Commissioners in the completion of the construction or installation of the uncompleted or unapproved Improvements and Developer expressly agrees to be liable to the County Commissioners for any such deficiency.
5. The County Commissioners, the Developer and Surety mutually agree that the Performance Obligation created herein shall continue until the completion of the installation of the Improvements in accordance with Warren County subdivision regulations and that upon the Improvements having been inspected and approved for one year maintenance, the Performance Obligation shall terminate.
6. The Developer will ~~pay~~ *Slightly more than 10% WAS OK WITH THIS.* 10% IS 9,334.35 to the County Commissioners in the sum of \$9,343.57 to secure the performance of all maintenance upon the Improvements as determined to be necessary by the County Sanitary Engineer (hereinafter the Maintenance Obligation). In no event shall the sum provided for herein be less than ten percent (10%) of the estimated total cost of the Improvements as set forth above.

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

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

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

A. To the County Commissioners:

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

B. To the County Sanitary Engineer:

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

C. To the Developer:

Hopewell Valley Development, LLC

PO Box 498007

Cincinnati, OH 45249

Ph. (513) 477 _ 0855

D. To the Surety:

DEVELOPERS SURETY AND INDEMNITY COMPANY

17771 Cowan Suite 100

Irvine, CA 92614

Ph. (800) 782 - 1546

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

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

___ Certified check or cashier's check (attached) (CHECK # _____)

___ Original Letter of Credit (attached) (LETTER OF CREDIT # _____)

___ Original Escrow Letter (attached)

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

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

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

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

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

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

DEVELOPER: Hopewell Valley Development, LLC **SURETY:** DEVELOPERS SURETY AND INDEMNITY COMPANY

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

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

SIGNATURE: 

SIGNATURE: 

PRINTED NAME: Daniel R. Rolfes

PRINTED NAME: VALERIE ABER

TITLE: Managing Member

TITLE: ATTORNEY-IN-FACT

DATE: June 24, 2019

DATE: 06/03/2019

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

IN EXECUTION WHEREOF, the Warren County Board of County Commissioners have caused this security agreement to be executed by the President of the Board, on the date stated below, pursuant to Board Resolution Number 19-0005, dated 7/9/19.

WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS

SIGNATURE: Shannon Jones

PRINTED NAME: Shannon Jones

TITLE: President

DATE: 7/9/19

RECOMMENDED BY:

By: Andy Brumby
SANITARY ENGINEER

APPROVED AS TO FORM:

By: Colin J. [Signature]
COUNTY PROSECUTOR

Key:

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

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT

STATE OF ARIZONA
COUNTY OF MARICOPA } SS.

ON JUNE 3, 2019 BEFORE ME, OLGA GONZALEZ

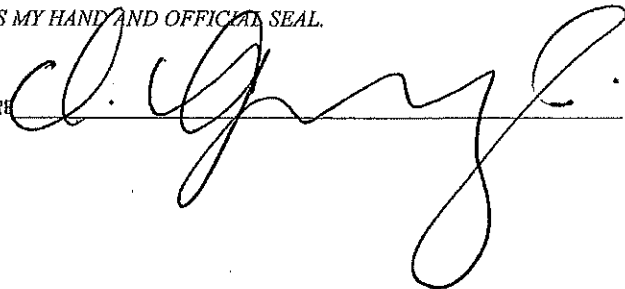
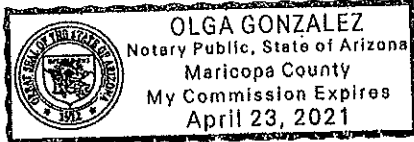
PERSONALLY APPEARED VALERIE ABER, ATTORNEY-IN-FACT

WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES) AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF ARIZONA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL.

SIGNATURE

OLGA GONZALEZ
Notary Public, State of Arizona
Maricopa County
My Commission Expires
April 23, 2021

THIS AREA FOR OFFICIAL NOTORIAL SEAL

**POWER OF ATTORNEY FOR
DEVELOPERS SURETY AND INDEMNITY COMPANY
INDEMNITY COMPANY OF CALIFORNIA
PO Box 19725, IRVINE, CA 92623 (949) 263-3300**

KNOW ALL BY THESE PRESENTS that except as expressly limited, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, do each hereby make, constitute and appoint:

Valerie Aber, Daniel Ruggeri, jointly or severally

as their true and lawful Attorney(s)-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said corporations, as sureties, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney(s)-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as each of said corporations could do, but reserving to each of said corporations full power of substitution and revocation, and all of the acts of said Attorney(s)-in-Fact, pursuant to these presents, are hereby ratified and confirmed.

This Power of Attorney is granted and is signed by facsimile under and by authority of the following resolutions adopted by the respective Boards of Directors of DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, effective as of January 1st, 2008.

RESOLVED, that a combination of any two of the Chairman of the Board, the President, Executive Vice-President, Senior Vice-President or any Vice President of the corporations be, and that each of them hereby is, authorized to execute this Power of Attorney, qualifying the attorney(s) named in the Power of Attorney to execute, on behalf of the corporations, bonds, undertakings and contracts of suretyship; and that the Secretary or any Assistant Secretary of either of the corporations be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney;

RESOLVED, FURTHER, that the signatures of such officers may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures shall be valid and binding upon the corporations when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

IN WITNESS WHEREOF, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA have severally caused these presents to be signed by their respective officers and attested by their respective Secretary or Assistant Secretary this 4th day of October, 2018.

By: *Daniel Young*
Daniel Young, Senior Vice-President

By: *Mark Lansdon*
Mark Lansdon, Vice-President



A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Orange

On October 4, 2018 before me, Lucille Raymond, Notary Public
Date Here Insert Name and Title of the Officer

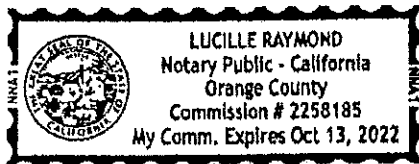
personally appeared Daniel Young and Mark Lansdon
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature *Lucille Raymond*
Lucille Raymond, Notary Public



Place Notary Seal Above

CERTIFICATE

The undersigned, as Secretary or Assistant Secretary of DEVELOPERS SURETY AND INDEMNITY COMPANY or INDEMNITY COMPANY OF CALIFORNIA, does hereby certify that the foregoing Power of Attorney remains in full force and has not been revoked and, furthermore, that the provisions of the resolutions of the respective Boards of Directors of said corporations set forth in the Power of Attorney are in force as of the date of this Certificate.

This Certificate is executed in the City of Irvine, California, this 3 day of JUNE, 2019

By: *Cassie J. Ferrisford*
Cassie J. Ferrisford, Assistant Secretary



*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 19-0886

Adopted Date July 09, 2019

APPROVE RECORD PLATS

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


- Rentfrow Estates Revision – 2 – Turtlecreek Twp.
- The Villages of Hopewell Valley Section Six – Hamilton Twp.
- Rowley Subdivision Section 4 – Hamilton Twp.

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

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

Resolution adopted this 9th day of July 2019.

BOARD OF COUNTY COMMISSIONERS



Laura Lander, Deputy Clerk

cc: Plat File
RPC

Resolution

Number 19-0887

Adopted Date July 09, 2019

APPROVE SUPPLEMENTAL APPROPRIATION AND APPROPRIATION ADJUSTMENT
FOR WORKFORCE INVESTMENT FUND #2238

BE IT RESOLVED, to approve the following supplemental appropriation:

\$45,467.04 into #22385800-5410 (WIB – Contracts BOCC Approved); and

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

\$60,000.00 from #22385800-5910 (WIB – Other Expense)
into #22385800-5410 (WIB – Services)

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


Mrs. Jones – yea

Mr. Grossmann – yea

Mr. Young – yea

Resolution adopted this 9th day of July 2019.

BOARD OF COUNTY COMMISSIONERS



Laura Lander, Deputy Clerk

cc: Auditor
Supplemental App file
Appropriation Adj file
WIB (file)

Resolution

Number 19-0888

Adopted Date July 09, 2019

CREATE NEW FUND 2209, ACCEPT AMENDED CERTIFICATE, AND APPROVE A SUPPLEMENTAL APPROPRIATION INTO THE BOARD OF ELECTIONS CYBER SECURITY FUND

WHEREAS, the Board of Elections has received federal dollars from the Help America Vote Act to use on upgrading their Cyber Security System and federal funds must be accounted for in a separate fund; and

WHEREAS, in order to expend said funds an amended certificate and supplemental appropriation are necessary; and

NOW THEREFORE BE IT RESOLVED, to create a Board of Elections Cyber Security Fund #2209; and

BE IT FURTHER RESOLVED, to accept the amended certificate from the Warren County Budget Commission in the amount of \$50,000.00 and approve the following supplemental appropriation into Board of Elections Cyber Security Fund 2209:

Supplemental Appropriation

\$50,000.00 into 22091300 – 5400 Purchased Services

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

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

Resolution adopted this 9th day of July 2019.

BOARD OF COUNTY COMMISSIONERS



Laura Lander, Deputy Clerk

cc: Auditor
Amended Certificate file
Supplemental App. file
Board of Elections (file)
OMB

AMENDED OFFICIAL CERTIFICATE OF ESTIMATED RESOURCES

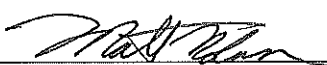
Rev. Code, Sec 5705.36

Office of Budget Commission, County of Warren, Lebanon, Ohio, June 21, 2019

To the TAXING AUTHORITY of Warren County Commissioners

The following is the amended certificate of estimated resources for the fiscal year beginning January 1st, 2019, as revised by the Budget Commission of said county, which shall govern the total of appropriations made at any time during such fiscal year.

FUND TYPE - Special Revenue	Jan. 1st, 2019	Taxes	Other Sources	Total
BOE Cybersecurity Upgrade	\$0.00	\$0.00	\$50,000.00	\$50,000.00
Fund 2209				
TOTAL	\$0.00	\$0.00	\$50,000.00	\$50,000.00

_____)
 _____)
)
 _____) Budget
 _____) Commission

AMEND 1912
2209 42900 +50,000.00

JUN 21 '19 RCVD
RECEIVED OMB0000

Resolution

Number 19-0889

Adopted Date July 9, 2019

ACCEPT AN AMENDED CERTIFICATE AND APPROVE A SUPPLEMENTAL APPROPRIATION FOR WORKFORCE INVESTMENT FUND #2238

WHEREAS, due to receiving additional WIOA Youth Services subsidy funding an amended certificate and supplemental appropriation are needed for fund #2238; and

BE IT RESOLVED, to accept an amended certificate from the Warren County Budget Commission for Fund #2238 in the amount of \$245,000.00; and

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

\$245,000.00 into #22385802-5410 (WIB – Contracts BOCC Approved)

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

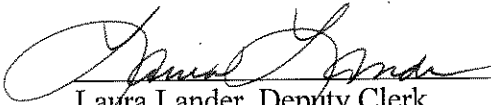
Mrs. Jones – yea

Mr. Grossmann – yea

Mr. Young – yea

Resolution adopted this 9th day of July 2019.

BOARD OF COUNTY COMMISSIONERS



Laura Lander, Deputy Clerk

cc: Auditor ✓
Amended Certificate file
Supplemental App file
WIB (file)
OMB

Resolution

Number 19-0890

Adopted Date July 09, 2019

APPROVE OPERATIONAL TRANSFER FROM COMMISSIONERS FUND #11011112 INTO CHILDREN SERVICES FUND #2273

WHEREAS, the Warren County Children Services has requested that the third of their 2019 local share be transferred into the Children Services Fund #273; and

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

\$709,196.00 from #11011112-5749 (Commissioners Grants - Children Services)
into #2273-49000 (Children Services - Operating Transfers)

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

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

Resolution adopted this 9th day of July 2019.

BOARD OF COUNTY COMMISSIONERS



Laura Lander, Deputy Clerk

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

Resolution

Number 19-0891

Adopted Date July 09, 2019

APPROVE AN OPERATING TRANSFER FROM THE WATER FUND #5510 INTO FUND #5583

WHEREAS, the Water Revenue Fund (surplus) will finance the costs associated with the Water Improvements Project; and

WHEREAS, an operating transfer is necessary in order to process payments of current and anticipated obligations within said projects; and

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

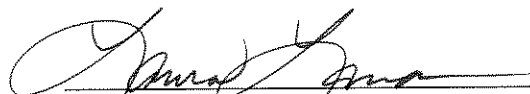
\$1,250,000.00 from	#E-55103219-AAEXPENSE-55103219-5997	(Operating Transfer)
into	#F-55833206 AAREVENUE 5583- 49000	(Operating Transfer)

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

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

Resolution adopted this 9th day of July 2019.

BOARD OF COUNTY COMMISSIONERS



Laura Lander, Deputy Clerk

las

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

Resolution

Number 19-0892

Adopted Date July 09, 2019

APPROVE APPROPRIATION ADJUSTMENT FROM COMMISSIONERS GENERAL FUND #11011110 INTO FACILITIES MANAGEMENT OFFICE 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 leave payout for Darrion Jones former employee of Facilities Management:

\$59.00	from	#11011110-5882	(Commissioners - Vacation Leave Payout)
	into	#11011600-5882	(Facilities Management - Vacation Leave Payout)

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

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

Resolution adopted this 9th day of July 2019.

BOARD OF COUNTY COMMISSIONERS



Laura Lander, Deputy Clerk

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

Resolution

Number 19-0893

Adopted Date July 09, 2019

APPROVE APPROPRIATION ADJUSTMENT WITHIN ECONOMIC DEVELOPMENT
FUND #11011116

BE IT RESOLVED, to approve the following appropriation adjustment:


\$7,452.00 from #10111116 5317 (Non-Capital Purchases)
 into #11011116 5318 (Non-Capital Purchases w/Data Approval)

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

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

Resolution adopted this 9th day of July 2019.

BOARD OF COUNTY COMMISSIONERS



Laura Lander, Deputy Clerk

RB/

cc: Auditor
Appropriation Adjustment file
Economic Development (file)

Resolution

Number 19-0894

Adopted Date July 09, 2019

APPROVE APPROPRIATION ADJUSTMENTS FROM BOARD OF ELECTIONS FUND
#11011301 TO #11011300

BE IT RESOLVED, to approve the following appropriation adjustments:


\$4,000.00	from #11011301-5910	(Other Expense)
	into #11011300-5400	(Purchase Services)
\$5,100.00	from #11011301-5850	(Training)
	into #11011300-5400	(Purchase Services)
\$1,400.00	from #11011301-5400	(Purchase Services)
	into #11011300-5400	(Purchase Services)
\$3,800.00	from #11011301-5210	(Material & Supplies)
	into #11011300-5400	(Purchase Services)
\$2,239.00	from #11011301-5151	(Pollworkers)
	into #11011300-5151	(Pollworkers)

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

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

Resolution adopted this 9th day of July 2019.

BOARD OF COUNTY COMMISSIONERS



Laura Lander, Deputy Clerk

cc: Auditor ✓
Appropriation Adj. file
Board of Elections (file)

Resolution

Number 19-0895

Adopted Date July 09, 2019

APPROVE APPROPRIATION ADJUSTMENT WITHIN THE BUILDING AND ZONING
DEPARTMENT FUND #11012300

BE IT RESOLVED, to approve the following appropriation adjustment:

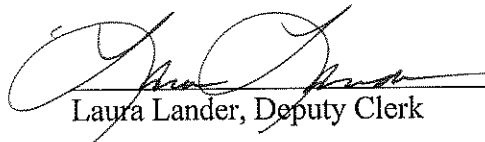
\$ 400.03 from #11012300-5830 (Workers' Comp)
 into #11012300-5317 (Non Capital Purchases)

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

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

Resolution adopted this 9th day of July 2019.

BOARD OF COUNTY COMMISSIONERS



Laura Lander, Deputy Clerk

cc: Auditor
 Appropriation Adjustment file
 Building/Zoning (file)

Resolution

Number 19-0896

Adopted Date July 09, 2019

APPROVE APPROPRIATION ADJUSTMENT WITHIN ENGINEER'S OFFICE FUND #2202

BE IT RESOLVED, to approve the following appropriation adjustment, for the Lily Drive culvert replacement project:

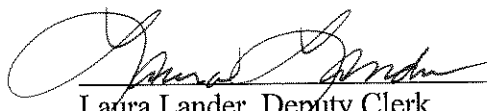
\$250,000.00 from #22023130-5400 (Purchased Services)
into #22023130-5320 (Capital Purchases)

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

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

Resolution adopted this 9th day of July 2019.

BOARD OF COUNTY COMMISSIONERS



Laura Lander, Deputy Clerk

cc: Auditor
Appropriation Adj. file
Engineer (file)

Resolution

Number 19-0897

Adopted Date July 09, 2019

APPROVE APPROPRIATION ADJUSTMENT WITHIN CHILDREN SERVICES FUND
#2273

BE IT RESOLVED, to approve the following appropriation adjustment to process a vacation leave payout for former employee of Children Services, Morgan Crawford:

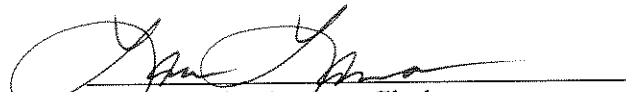
\$650.00	from	#22735100-5102	(Regular Salaries)
	into	#22735100-5882	(Accum. Vacation Payout)

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

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

Resolution adopted this 9th day of July 2019.

BOARD OF COUNTY COMMISSIONERS



Laura Lander, Deputy Clerk

jc/

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

Resolution

Number 19-0898

Adopted Date July 09, 2019

AMEND RESOLUTION 19-0837, ADOPTED JUNE 27, 2019 CREATING NEW FUND #4434, ACCEPTING AN AMENDED CERTIFICATE, APPROVING A SUPPLEMENTAL APPROPRIATION AND APPROVING A CASH ADVANCE FOR THE LIBERTY WAY/MASON RD TURN LANES

WHEREAS, pursuant to Resolution 19-0837, adopted June 27, 2019 this Board approved the creation of a new fund 4434 and accepted an amended certificate and approved a supplemental appropriation and a cash advance for the Liberty Way/Mason Road Turn Lane Project; and

WHEREAS, due to a typographical error the wrong org number was used for the supplemental appropriation and it is necessary to amend the resolution to reflect the correct org; and

NOW THEREFORE BE IT RESOLVED, to amend Resolution 19-0837 adopted June 27, 2019 as follows:

Supplemental Appropriation

\$10,000.00 into 44343130-5320 (Capital Purchase Liberty Way/Mason Rd Turn Lanes)

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


Mrs. Jones – yea

Mr. Grossmann – yea

Mr. Young – yea

Resolution adopted this 9th day of July 2019.

BOARD OF COUNTY COMMISSIONERS



Laura Lander, Deputy Clerk

cc: Auditor ✓
Supplemental App. file
Engineer (file)

Resolution

Number 19-0899

Adopted Date July 09, 2019

APPROVE AN APPROPRIATION ADJUSTMENT WITHIN OHIOMEANSJOBS FUND
#2258

BE IT RESOLVED, to approve the following appropriation adjustment:

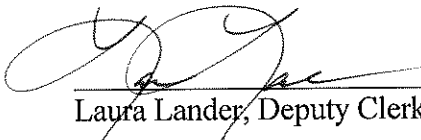
\$5,000 from #22585800-5910 (Other Expense)
 into #22585800-5663 (Classroom Training - Adult)

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

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

Resolution adopted this 9th day of July 2019.

BOARD OF COUNTY COMMISSIONERS



Laura Lander, Deputy Clerk

cc: Auditor
Appropriation Adjustment file
OhioMeansJobs (file)

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 19-0900

Adopted Date July 09, 2019

ADOPT WARREN COUNTY TAX BUDGET FOR YEAR 2020

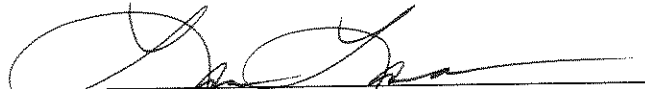
BE IT RESOLVED, to approve the Warren County Tax Budget for Year 2020, as attached hereto and made a part hereof.

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

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

Resolution adopted this 9th day of July 2019.

BOARD OF COUNTY COMMISSIONERS



Laura Lander, Deputy Clerk

to/

cc: Auditor
OMB (file)
Budget file

Resolution

Number 19-0901

Adopted Date July 09, 2019

APPROVING THE PUD STAGE 2 REVISED PRELIMINARY SITE PLAN FOR SHAKER RUN PUD IN TURTLECREEK TOWNSHIP

WHEREAS, upon the filing of an application for Stage 2 PUD approval of a revised preliminary site plan for Shaker Run PUD in Turtlecreek Township, and by virtue of Resolution 19-0752, this Board set the matter for a quasi-judicial hearing on July 9, 2019 at 9:30AM; and,

WHEREAS, the hearing was opened by this Board at 9:30 AM on July 9, 2019, to consider the said application after the date, time and place of the hearing had been properly advertised in the Today's Pulse Newspaper on June 9, 2019 and direct mail notice had been sent on May 20, 2019 to surrounding property owners within 500 feet; and,

WHEREAS, the Board was presented with the written recommendation of the Regional Planning Commission (RPC) Executive Committee and sworn testimony from RPC Staff member, Greg Orosz, and further accepted into the record the RPC's power point presentation, as well as heard sworn testimony from the Applicant's representative, Ben Taylor of the Drees Company; and,

WHEREAS, the Board offered to allow any other proponents, and any opponents. the opportunity to testify but no one came forward to testify; and,

WHEREAS, the Board did not refuse to accept any evidence or disallow any testimony, and the Applicant had no objections for the record; and,

WHEREAS, upon unanimous vote, the Board closed the hearing on July 9, 2019, and deliberated on the record; and,

WHEREAS, this Board has considered the application, the recommendation of the RPC Executive Committee and the sworn testimony during the hearing, and after weighing and balancing the applicable review criteria finds that a preponderance of substantial, reliable and probative evidence in the whole record justifies the Board approving the PUD Stage 2 Preliminary Site Plan for Shaker Run PUD in Turtlecreek Township, subject to the conditions recommended by the RPC Executive Committee.

NOW THEREFORE BE IT RESOLVED, to approve the PUD Stage 2 Preliminary Site Plan for Shaker Run PUD in Turtlecreek Township, subject to the following conditions:

General Conditions

1. Satisfy requirements of Warren County Rural Zoning Code and PUD Stage 1.
2. All plans and proposals of the applicant shall be made conditions of approval, unless modified by one of the following conditions.

Utilities and Drainage

3. The developer shall provide water system improvements necessary to serve the development, as required by the Warren County Sanitary Engineer.
4. The developer shall provide sanitary sewer system improvements necessary to serve the development, as required by the Butler County Environmental Services Department.

5. Compliance with the Warren County Erosion and Sediment Control Regulations as determined by the Warren County Soil & Water Conservation District (SWCD) prior to commencing earth disturbing activities.

Access and Circulation

6. Emergency access ways shall include restricted entry and identification signage and be constructed to private street standards.
7. The developer shall provide off-site road improvements as determined by the Warren County Engineer's Office based on a Traffic Impact Study (TIS). Every six (6) months, the developer shall report the number of lots/units developed and occupied in the PUD to the Warren County Engineer's Office for use to determine when further off-site road improvements shall be required.
8. Address identification markers shall be provided at the entry of private streets, subject to the satisfaction of Turtlecreek Township Fire/EMS Department.
9. The d hiker/biker path shall be for public use.

Common Areas and Facilities

10. Homeowners' association(s) shall be established for ownership and maintenance of the private areas, improvements, and facilities, inclusive of all common open spaces and amenities, the lake observation dock, hiking/biking paths and walkways, recreation centers, signage, lighting, landscaping, postal facility CBUs, and stormwater drainage management facilities located outside public streets r/w, and shall be so noted on all final plats.
11. The Shaker Lake observation dock already constructed within POD N and shall be subject to compliance with the following:
 - (A) The use shall be limited to pedestrian access and does not include a boat ramp or designated parking.
 - (B) The developer causes to be recorded in the chain of title of all lots of the PUD an amended Declaration of Covenants and Restrictions that provides:
 - (i) Residents, and their guests, of the proposed residential community to be developed on the Shaker Capital Property, without payment of fees relating thereto, have a non-exclusive right to use and enjoy the Lake subject to the following rules and regulations:
 - (a) Swimming is prohibited
 - (b) Only non-motorized watercraft are permitted
 - (c) Usage is prohibited after sunset and prior to sunrise
 - (d) The Declaration shall incorporate excerpts from the Warren County Park District's Rules and Regulations indicating Residents and their guests, are subject to the following rules and regulations while on the portion of the Lake owned by the Warren County Park District (the Declaration shall attach an aerial map depicting the lake and the common boundary line giving notice of the portion of Lake that is owned by the Warren County Park District):


- (1) All users are responsible for themselves and their passengers to assure that any launched watercraft is safe and that each occupant has a dedicated personal floatation device available to them on the watercraft at all times.
 - (2) All persons under nine (9) years of age must wear personal floatation devices at all times.
 - (3) All watercraft must be equipped with proper safety equipment.
 - (4) All watercraft must be licensed, if required, by the Ohio Department of Natural Resources, Division of Watercraft.
 - (5) All watercraft must be off the Lake at designated times and at the discretion of the Lake attendant on duty.
 - (6) No watercraft may be beached or pulled upon the shore except in the case of an emergency.
 - (7) Any person fishing from watercraft must have a valid license, if required.
 - (8) No alcoholic beverages may be possessed or consumed on the watercraft.
- (C) Signage shall be posted and maintained on the observation dock at all times that states the rules and regulations set forth in (B) (i) (a)-(c) of this condition and further include notice that a portion of the Lake is owned by the Warren County Park District and that Armco Park Rules & Regulations apply to that portion of the Lake.
12. An updated Stage 2 Plan shall be provided for the entire PUD, that shows: the sidewalks and walkways; street lighting locations; revised stub streets r/w; CBU postal facilities provisions; required project notes; and revised project summary table (dwelling unit count), prior to Stage 3 approval for Pod C.
 13. A revised Stage 2 plan shall be submitted for approval at such time when the CBU facility locations and design details are known for the remaining future sections of the development. Postal facility cluster box unit (CBU) pull-off locations provided per WCSR Section 415 shall be to the satisfaction of the Warren County Engineer and Turtlecreek Township Fire/EMS Department.

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

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

Resolution adopted this 9th day of July 2019.

BOARD OF COUNTY COMMISSIONERS



Laura Lander, Deputy Clerk

cc: RPC
RZC
Turtlecreek Township
Public Hearing File