

# Resolution

Number 20-1042

Adopted Date July 28, 2020

DESIGNATE FAMILY MEDICAL LEAVE OF ABSENCE TO GLENN MCKEEHAN, WITHIN THE TELECOMMUNICATIONS DEPARTMENT

WHEREAS, it is necessary to designate a Family Medical Leave of Absence for Glenn McKeehan; and

NOW THEREFORE BE IT RESOLVED, to designate Family Medical Leave of Absence for Glenn McKeehan not to exceed twelve (12) weeks; pending further documentation from a physician.

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

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

Resolution adopted this 28<sup>th</sup> day of July 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Telecommunications (file)  
G. McKeehan's FMLA file  
OMB-Sue Spencer

# Resolution

Number 20-1043

Adopted Date July 28, 2020

DESIGNATE FAMILY AND MEDICAL LEAVE OF ABSENCE TO FRANK OSBORN,  
CONTROL SYSTEMS TECHNICIAN II, WITHIN THE WATER AND SEWER DEPARTMENT

WHEREAS, it is necessary to designate a Family and Medical Leave of Absence for Frank Osborn,  
Control Systems Technician II; and

NOW THEREFORE BE IT RESOLVED, to designate Family and Medical Leave of Absence for  
Frank Osborn not to exceed twelve (12) weeks; pending further documentation from Mr. Osborn's  
physician.

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

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

Resolution adopted this 28<sup>th</sup> day of July 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Water/Sewer (file)  
F. Osborn's FMLA file  
OMB- Sue Spencer

# Resolution

Number 20-1044

Adopted Date July 28, 2020

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

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

NOW THEREFORE BE IT RESOLVED, to authorize the posting of the position of "Policy Coordinator" in accordance with Warren County Personnel Policy Manual, Section 2.02(A); posting to occur for a period of at least seven (7) consecutive calendar days beginning July 20, 2020.

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

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

Resolution adopted this 28<sup>th</sup> day of July 2020.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

H/R

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

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

# Resolution

Number 20-1045

Adopted Date July 28, 2020

HIRE JAMES M. BLAIR AS SEWER COLLECTIONS WORKER II, WITHIN THE WARREN COUNTY WATER AND SEWER DEPARTMENT

BE IT RESOLVED, to hire James M. Blair as Sewer Collections Worker II within the Warren County Water and Sewer Department, classified, full-time permanent, non-exempt status (40 hours per week), Pay Range #15, \$18.72 per hour, effective August 27, 2020, subject to a negative drug screen and 365-day probationary period; and

BE IF FURTHER RESOLVED, that Mr. Blair will not receive the typical three percent (3%) increase upon completion of probation as his wage reflects his experience and Mr. Blair is required to have his Tanker Endorsement for his CDL license within 60 days of his hire date.

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

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

Resolution adopted this 28<sup>th</sup> day of July 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

H/R

cc: J. Blair's Personnel file  
Water/Sewer (file)  
T. Reier  
OMB – Sue Spencer

# Resolution

Number 20-1046

Adopted Date July 28, 2020

HIRE TAYLOR PENDLETON, CASE AIDE, WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION

BE IT RESOLVED, to hire Taylor Pendleton as Case Aide, 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 #5, \$15.51 per hour, under the Warren County Job and Family Services compensation plan, effective August 17, 2020, subject a negative drug screen and a 365 day probationary period.

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

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

Resolution adopted this 28<sup>th</sup> day of July 2020.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

H/R

cc: Children Services (file)  
T. Pendleton's Personnel file  
OMB – Sue Spencer

# Resolution

Number 20-1047

Adopted Date July 28, 2020

## HIRE NATHAN SHUTTS AS WATER DISTRIBUTION WORKER I WITHIN THE WARREN COUNTY WATER AND SEWER DEPARTMENT

BE IT RESOLVED, to hire Nathan Shutts, as Water Distribution Worker I, within the Warren County Water and Sewer Department, classified, full-time permanent, non-exempt status (40 hours per week), Pay Range #13, \$15.48 per hour, under the Department of Water and Sewer Compensation Plan, effective August 3, 2020, subject to negative background check, drug screen and 365-day probationary period.

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

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

Resolution adopted this 28<sup>th</sup> day of July 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

H/R

cc: Nathan Shutt's Personnel file  
Water/Sewer (file)  
OMB – Sue Spencer  
T. Reier

# Resolution

Number 20-1048

Adopted Date July 28, 2020

APPROVE END OF 365-DAY PROBATIONARY PERIOD AND APPROVE A PAY INCREASE FOR BRANDON STUHLEMMER WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION

WHEREAS, Brandon Stuhlemmer, Investigative Caseworker II, within the Warren County Department of Job and Family Services, Children Services Division, has successfully completed a 365-day probationary period, effective July 28, 2020; and

NOW THEREFORE BE IT RESOLVED, to approve Brandon Stuhlemmer's completion of 365-day probationary period and to approve a pay increase to end of probationary rate of \$19.04 per hour effective pay period beginning August 1, 2020.

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

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

Resolution adopted this 28<sup>th</sup> day of July 2020.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

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

# Resolution

Number 20-1049

Adopted Date July 28, 2020

RESCIND RESOLUTION #20-0947 WHICH AUTHORIZED THE HIRING OF BRANDON TIREY AS ALTERNATIVE RESPONSE CASEWORKER I WITHIN THE WARREN COUNTY JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION

WHEREAS Mr. Tirey has declined the position; and

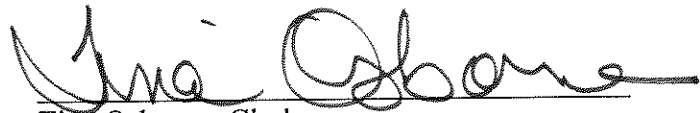
NOW THEREFORE BE IT RESOLVED, to rescind Resolution #20-0947 adopted July 7, 2020, which authorized the hiring of Brandon Tirey as Alternative Response Caseworker I within Warren County Job and Family Services, Children Services division.

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

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

Resolution adopted this 28<sup>th</sup> day of July 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

HR

cc: Children Services (file)  
B. Tirey's Personnel File  
OMB-Sue Spencer



# Resolution

Number 20-1050

Adopted Date July 28, 2020

AUTHORIZE THE PRESIDENT OF THE BOARD TO SIGN THE TRITECH SALES QUOTE FOR OUTPUT DESIGNER AND SSRS REMOTE CLASSES ON BEHALF OF WARREN COUNTY TELECOMMUNICATIONS

WHEREAS, Purchase order 15965 was increased to include Output Designer and SSRS classes on 04/07/20 and quote must be signed for Telecommunications to receive invoice; and

NOW THEREFORE BE IT RESOLVED, to authorize the President of the Board to sign the attached sales quote for TriTech's Output Designer and SSRS Classes on behalf of Warren County Telecommunications as attached hereto and made part hereof.

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

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

Resolution adopted this 28<sup>th</sup> day of July 2020.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: c/a—TriTech Software Systems  
Telecom (file)

### Proposal/Sales Quotation

Quotation QUO-41897-3RDRT9

Quotation Date: 4/7/2020

### General & Client Information

<p>Agency Name: Warren County</p> <p>System Description: Warren County, OH - Output Designer and SSRS Class</p> <p>Client Contact: Gary Estes</p> <p>Contact Phone: (513) 695-1810</p> <p>Contact Email: gary.estes@wcoh.net</p> <p>Expiration Date: 6/29/2020</p> <p>Presented By: Lindsey Bjerke</p>	<p><b>Bill To:</b> 500 Justice Dr Lebanon, OH, United States, 45036</p> <hr/> <p><b>Ship To:</b> 500 Justice Dr Lebanon, OH, United States, 45036</p>
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### Project Products & Services

#### TriTech Implementation Service Fee(s)

Inform RMS Implementation Service Fee(s)	Unit Price	Qty	Total Price
Inform RMS Output Designer Workshop	\$4,200.00	1	\$4,200.00
<i>Inform RMS Implementation Service Fee(s) Subtotal:</i>			<i>\$4,200.00</i>

**TriTech Implementation Service Fee(s) Total: \$4,200.00**

#### Project Related Fee(s)

Product Name	Unit Price	Qty	Total Price
Project Management	\$1,176.00	1	\$1,176.00
Report Writing Training	\$4,200.00	1	\$4,200.00

**Project Related Fee(s) Total: \$5,376.00**

**Project Total: \$9,576.00**

Estimated Sales Tax:  
(State: at %)

Taxable sales: \$0.00

Subtotal: \$9,576.00

Sales Tax Amount: \$0.00

**Quote Total: \$9,576.00**

**Summary Information & Project Notes**

Classes to be done remotely.

**Terms and Conditions**

**Payment terms are as follows**

50% of all Software, Services, Support and fixed travel fees are due at time of order -and- 50% of all Software, Services, Support and fixed travel fees are due upon installation or completion of services (whichever comes later).

**Software License Terms:**

The annual Software Support Services for the TriTech Software licenses are provided for a period of twelve-months from the Installation date and shall be governed by the existing Software support Agreement currently in effect between TriTech and Client. Support fees will be prorated at renewal of the existing support term to adjust to the term to be co-terminous with the existing support agreement term.

**Training Terms:**

In the event Client cancels a training course scheduled to be conducted on-site at Client's premises, TriTech shall be entitled to reimbursement of any fees TriTech may incur associated with cancellation of travel and lodging for such training course.

TriTech reserves the right to assess \$1,000 cancellation fee for the training classes that are cancelled any later than 5 business days prior to the first day of the class, plus any additional fees or charges associated with the cancellation and rebooking of the airline tickets and other travel arrangements.

TriTech reserves the right to assess 25% of the services fee, up to \$1,000 as cancellation fee for any remote, or onsite installation services work that are cancelled by the Client at no fault of TriTech any later than 5 business days prior to the date of performing the work. This may include the services that are cancelled or rescheduled due to the client's infrastructure not meeting the minimum requirements for the installation, lack of preparation of the site based on TriTech's documentation, issues with remote connectivity, or other barriers that result in the work being cancelled.

**Sales Tax:**

Any estimated sales and/or use tax has been calculated as of the date of quotation and is provided as a convenience for budgetary purposes. TriTech reserves the right to adjust and collect sales and/or use tax at the actual date of invoicing, at the then current rates. Your organization must provide TriTech with a copy of a current tax exemption certificate issued by your state's taxing authority for the given jurisdiction, when your

order is placed, if you are exempt from sales tax.

**General Terms:**

The items in this quotation are based upon meetings and communications with the Client and unless attached to a contract form the entirety of the deliverables from TriTech.

All travel and out-of-pocket expenses will be invoiced as incurred, at actual cost, as they are not included in this quotation.

The scope of Deliverables for this order will be limited to the Software, Services, and Support and Maintenance that is explicitly listed herein for the listed quantities.

This order provides Software licenses as well as required deployment services only for the environments that are explicitly listed herein (Production, Test, Training, Disaster Recovery, etc.). These software licenses do not apply to any other existing environments, or environments that may be implemented in the future. Except as expressly identified in this Quotation as a line item to be provided by TriTech, all required computer hardware, third party system/database software, peripherals, network components and third party items shall be provided by the Client. All such Client provided third party items must meet TriTech's recommended specifications.

Changes in the scope of certain components of the System may impact the cost and timelines for other areas of the Project.

All services will be performed during normal business hours, unless otherwise stated in this quotation for specific service deliverables.

Deployment and implementation of TriTech Software and Services are based upon Client's provision and compliance with TriTech's System Planning Document.

TriTech reserves the right to adjust this Quotation as a result of changes including but not limited to project scope, deliverables (TriTech Software, or third party software or hardware, including changes in the hardware manufacturer's specifications), services, interface requirements, and Client requested enhancements.

<p>Quotation Issued by: Lindsey Bjerke</p> <p>Email: lindsey.bjerke@centralsquare.com</p> <p>Phone: +14073044684</p>	<p><u>Send Purchase Orders To:</u></p> <p>TriTech Software Systems c/o CentralSquare Technologies 1000 Business Center Drive Lake Mary, FL 32746</p> <p>Or Email: <a href="mailto:tritechquotes@centralsquare.com">tritechquotes@centralsquare.com</a></p> <p>Or Fax: (407) 304-3914</p> <hr/> <p><u>Remit Payments To:</u></p> <p>TriTech Software Systems PO Box # 203223 Dallas, TX 75320-3223</p>
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**Accepted for Client**

By signing below, you are indicating that you are authorized to obligate funds for your organization. To activate your order, check the appropriate box below and, either, (i) attach a copy of this quotation to your purchase order when it is remitted to TriTech, or, (ii) if no additional authorizing paperwork is required for your organization to accept and pay an invoice, sign below and fax this quotation to 1-407-304-3914 or email to [tritechquotes@centralsquare.com](mailto:tritechquotes@centralsquare.com) to indicate your acceptance.

Purchase Order required and attached, reference PO# 15965 on invoice.

No Purchase Order required to invoice.

Please check one of the following:

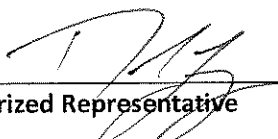
I agree to pay any applicable sales tax.

I am tax exempt. Please contact me if TriTech does not have my current exempt information on file.

Warren County  
Client Agency/Entity Name

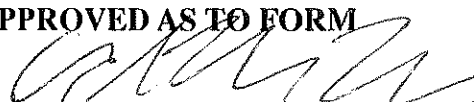
David G Young  
Client Authorized Representative

President  
Title

\*   
Signature Client Authorized Representative

7/28/2020  
Date

**APPROVED AS TO FORM**

  
Adam M. Nice  
Asst. Prosecuting Attorney

# Resolution

Number 20-1051

Adopted Date July 28, 2020

APPROVE AND ENTER INTO MEMORANDUM OF UNDERSTANDING WITH MENTAL HEALTH RECOVERY BOARD SERVING WARREN AND CLINTON COUNTIES, ON BEHALF OF THE WARREN COUNTY JAIL REGARDING GRANT FUNDS FOR PSYCHIATRIC SERVICES

BE IT RESOLVED, to approve and enter into Memorandum of Understanding with Mental Health Recovery Board Serving Warren and Clinton Counties, 212 Cook Road, Lebanon, Ohio 45036, for grant funds for psychiatric services for the Warren County Jail; as attached hereto and made a part hereof; and


BE IT FURTHER RESOLVED, this Memorandum of Understanding shall remain in full force and effect for a term of one (1) year beginning on July 1, 2020, and ending on June 30, 2021.

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

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

Resolution adopted this 28<sup>th</sup> day of July 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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



## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter "MOU") is by and between the Mental Health Recovery Board Serving Warren and Clinton Counties (hereinafter "Board") and *Warren County Sheriff's Office* (hereinafter "Community Partner").

*Whereas*, Board desires to provide funding to Community Partner for the provision of certain services and/or activities;

*Whereas*, Community Partner has agreed to and is able to provide such services and/or activities in exchange for the funding described herein;

*Whereas*, Board and Community Partner wish to set forth their respective and mutual responsibilities and obligations in regards to this funding arrangement.

*Now, therefore*, in consideration of the mutual promises hereinafter set forth, the Parties agree as follows:

1. Responsibilities of the Parties
  - a. Community Partner agrees to provide the services and/or activities described in *Attachment 1*.
  - b. Community Partner agrees to comply with the Community Partner responsibilities and requirements set forth in *Attachment 1* in regards to the provision of such services and/or activities.
  - c. Community Partner shall have discretion in selecting the dates and times to perform services and/or activities under this MOU except as limited by the availability of Board's staff when it is necessary for Community Partner to coordinate efforts with such staff and as otherwise described in this MOU.
  - d. Board agrees to comply with the Board responsibilities described in *Attachment 1* in regards to the services and/or activities provided by Community Partner.
  - e. The Parties shall collaborate and communicate as necessary to accomplish the goals and objectives of this MOU.
  - f. The Parties shall ensure that their respective and mutual responsibilities are carried out in a timely manner in order to permit their completion within a reasonable timeframe.
  - g. The Parties agree to perform their respective obligations under this MOU in accordance with all applicable federal, state and local laws and requirements.
2. Financial Arrangements
  - a. Board will provide Community Partner with funding for the services and/or activities provided under this MOU according to the payment arrangements described in *Attachment 1*.
  - b. Community Partner will submit invoices to Board according to the timeframes

described in *Attachment 1*. All invoices must be received no later than 45 calendar days after the end of the agreement. Invoices shall describe the services/activities performed, the dates the services/activities were performed and how much time was dedicated on each date for the described services/activities and any additional costs incurred, as applicable.

c. Board will submit invoices described in this section to the Warren County Auditor's office for payment within 30 days of the receipt of each such invoice.

d. Invoices are to be sent to the Board at: [Invoices@mhrbwcc.org](mailto:Invoices@mhrbwcc.org)

3. Length of MOU

The term of this MOU will begin on July 1, 2020 and end on June 30, 2021 unless terminated earlier in accordance with the termination provisions set forth in this MOU.

4. Information and Audits

Both Parties shall retain all documentation related to the provision of services/activities and funding under this MOU and make such documentation available to the other Party upon request as necessary for the requesting party to fulfill its administrative and legal requirements.

Community Partner shall comply with the audit requirements of Board or other government oversight body.

The Board shall have immediate access, without prior notice, to staff, clients and client records when such information is reasonably related to allegations of abuse or neglect of a Client or to prevent imminent harm to clients.

5. Relationship of the Parties

The Parties are fully autonomous and neither Party is an agent, representative, employee or partner of the other Party. This MOU shall not be interpreted or construed to create an association, agency, employment, joint venture or partnership between the Parties or to impose any liability attributable to such a relationship upon either Party.

6. Interests and Conflict of Interest

The Parties acknowledge that as of the signing of this MOU, neither are aware of any conflicts of interest between the Parties or in regards to the services to be provided. In the event either Party becomes aware of an issue that may be considered as a conflict of interest, such Party shall provide written notice to the other within two working days. The Parties will use reasonable and good faith efforts to obtain a mutually agreeable resolution to the issue in accordance with any and all applicable legal requirements.

7. Confidentiality

a. Each Party agrees to protect the confidentiality of any information, learned or obtained from the other Party in the course of fulfilling the requirements of this MOU, that is considered to be confidential under applicable law, is designated as confidential by either Party or that could be reasonably perceived to be confidential due to the sensitive nature of the information and/or the circumstances surrounding how the information

was obtained or disclosed. The requirements of this section shall survive the termination or expiration of this MOU.

8. Non-Discrimination

Community Partner affirms that its employees, subcontractors and any person acting on behalf of Community Partner and its subcontractors shall not discriminate in its employment practices, in any manner, on the basis of race, color, religion, sex, age, disability, genetic information, military status, national origin, or ancestry and shall provide a work-place free of discrimination and harassment.

9. Liabilities of the Parties

Each Party agrees to accept and be responsible for its own acts or omissions, as well as the acts or omissions of its employees and agents, in complying with the terms of this MOU and nothing in this MOU shall be interpreted to place any such responsibility for professional acts or omissions onto the other Party. All losses, costs, or damages which may occur or be claimed with respect to any person or persons, corporation, property or chattels resulting from activities of a Party pursuant to this MOU shall be the responsibility of that Party as such liabilities may be determined by a court of law or pursuant to any other appropriate procedures.

10. Termination

This MOU may be terminated immediately with the mutual written consent of the Parties or by either Party with 60 days advance written notice to the other Party. A notice of termination shall state, with reasonable particularity, the terms and conditions for concluding any work in progress. Payment shall be made for any funding obligations incurred prior to the effective date of such termination.

11. Entirety of Agreement

It is acknowledged by the Parties that this MOU, together with all parts incorporated herein by reference or attachment hereto, represents the entire agreement between the Parties and supersedes any and all previous written or oral agreements between the Parties concerning the subject matter of this MOU.

12. Amendment

No change, amendment or modification of any provision of this MOU shall be valid unless set forth in a written instrument and signed by the Parties.

13. Dispute Resolution

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

14. No Third Party Beneficiaries/Assignment

Nothing express or implied in this MOU is intended or shall be deemed to confer upon any person other than the Parties and their respective successors or assigns, any rights,

remedies, obligations or liabilities. Neither Party may assign or delegate its rights or obligations pursuant to this MOU without the prior written consent of the other.

15. Waiver

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

16. Severability

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


17. Survivability


Rights and obligations under this MOU which by their nature should survive will remain in effect after expiration or termination of the MOU until such time as those requirements are fulfilled.

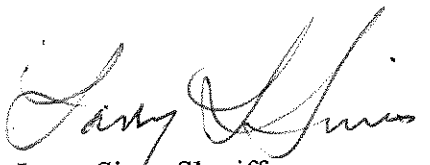
18. Provider Staffing Requirements

Provider shall provide sufficient staff with sufficient training to perform services under this Agreement in accordance with Applicable Requirements. Services shall be provided by appropriately licensed and/or certified individuals. Services to be provided under this Contract shall not be subcontracted to individuals that are not under the control or supervision of the Provider without the prior written approval of the Board, subject to any conditions the Board may require. Provider must seek and obtain approval of the Board prior to making any change in a subcontractor. If the Board determines that, as a result of any staff licenses and/or certifications being inadequate, suspended, revoked and/or not current in any way, the delivery of services under this Contract are or will be negatively impacted, Board may take any action it deems appropriate, including but not limited to, reporting such information to accreditation/certification bodies, professional licensing or certification entities.

IN WITNESS WHEREOF, the Parties hereto have hereby executed this MOU as of the dates set forth below.

  
\_\_\_\_\_  
Colleen Chamberlain, Executive Director  
Mental Health Recovery Board Serving Warren and Clinton Counties

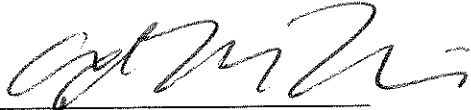
  
\_\_\_\_\_  
Date

  
Larry Sims, Sheriff  
Warren County Sheriff's Office

Date 7-21-2020

Approved as to Form

By:



Adam Nice  
Assistant Prosecuting Attorney

## Attachment 1

### 1. Responsibilities of the Parties

- a. Community Partner agrees to provide the following services and/or activities under this MOU:

*Psychiatric services to inmates housed in the Warren County Jail who are in need of psychiatric medication*

*Assessment services, community linkage services, general mental health services and maintenance of psychiatric medications*

- b. Community Partner agrees to comply with the following responsibilities and requirements in providing such services and/or activities:

*Community Partner agrees to subcontract for the provision of such psychiatric services, to be provided on a regular basis.*

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

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

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

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

*Provider selected for sub-contract for Boundary Spanner and Corrections Case Manager Services shall be certified by OhioMHAS for appropriate services.*

*See Attached Justice Services Collaborative Plan for further details.*

- c. Board agrees to comply with the following responsibilities and requirements in regards

to the services and/or activities provided by Community Partner:

*Board agrees to provide grant funds to COMMUNITY PARTNER, for the provision of mental health services and psychiatric services to inmates housed in the Warren County Jail.*

*Board has consented to allow COMMUNITY PARTNER to subcontract with a provider of its choosing for the provision of such services*

2. Financial Arrangements

- a. Board will provide Community Partner for the services and/or activities provided under this MOU up to \$40,500 per quarter.
- b. The maximum dollar amount to be paid by Board pursuant to this MOU is \$40,000 for Physician services and \$122,000 for Boundary Spanner and Corrections Case Manager Services TOTALLING \$162,000.
- c. Community Partner will submit invoices to Board on a quarterly basis, at the beginning of each quarter. Invoice shall include a description of services, number of hours for psychiatric services subcontracted for that quarter, quarterly invoice total, and the name, address, and telephone number of a contact person to whom any billing questions should be directed. Invoices shall be sent to the Board at: [Invoices@mhrbwcc.org](mailto:Invoices@mhrbwcc.org).
- d. Board reserves the right to retain any funds for which billing documentation is not provided or request return of any funds not expended.

**For Internal Use:**

<input type="checkbox"/> Billing Code	<input type="checkbox"/> Name of Code	<input type="checkbox"/> Rate/Cost Per Unit	<input type="checkbox"/> Total Cost	<input type="checkbox"/> Billing Notes
BH Services - Miscellaneous	MH-Jail (BS/CM)	\$30,500/qtr	\$122,000	Quarterly invoice
	MH-Jail (Doc Time)	\$10,000/qtr	\$40,000	Quarterly invoice

<input type="checkbox"/> Originator	<input type="checkbox"/> Fiscal Review	<input type="checkbox"/> Administrative
Date JR 6/22/2020	Date KTR 6/22/20	Date cc 6/23/2020

# Justice Systems Collaboration Plan

## MHRB PARTNERS:

SOLUTIONS COMMUNITY COUNSELING AND RECOVERY CENTER

BEECH ACRES PARENTING CENTER

SPARKS PSYCHOLOGICAL SERVICES, LLC

FORENSIC MONITOR

FORENSIC AND MENTAL HEALTH SERVICES

TALBERT HOUSE

COMMON PLEAS COURTS

WARREN COUNTY SHERIFF'S OFFICE

JANE SHORT, PROBATE ATTORNEY

WALLACE STACY, CIT COORDINATOR

JEFF RICHARDS, GUARDIANSHIP ATTORNEY

CAROL GARNER, GUARDIANSHIP ATTORNEY

## SECTION I: RATIONALE & APPROACH TO SERVICE

**JUSTICE** Services are the core of dealing with citizens of Warren and Clinton Counties that are involved in the justice system. They present with high risk, at-risk, and/or high needs. The services in this collaboration intercept persons at various locations in the justice continuum when they are most at-risk. Justice collaboration services cross the "treatment agency" boundaries and requires the development of relationships between contract providers in order to foster the most efficient and effective intervention/treatment/monitoring for those who encounter the MHRB Behavioral Health system. Use of collaborative protocols and Best Practices are the foundation of the Justice Collaboration delivery model. It is important to understand and facilitate positive working relationships not only with MHRB's contracted providers, but to include all collaborative systems ranging from law enforcement to prison community liaison staff.

Crisis Services plays a part in each area of the Justice Collaboration. At any given contact or location, a person may be in crisis that requires intervention. Its primary responsibility is to assist individuals in pending or immediate psychiatric or alcohol/drug crises to maintain/resume community functioning or locate appropriate level of care until the crisis is remediated. These services are to be available 24 hours a day, 7 days a week in both counties.

The scope of the Justice Systems Collaboration includes 6 areas along the continuum. The components and specific functions for each are identified in the following:

1. Law Enforcement
2. Jails
3. Juvenile Detention
4. Adult Courts
5. Forensics
6. Prison Re-Entry

The outcome for this collaboration is to increase linkage to community treatment services anticipating that this will reduce recidivism in the justice system.



## **SECTION II: TARGET POPULATIONS AND SERVICES**

### **Law Enforcement:**

#### **Target Population: Any person in the Warren or Clinton County**

1. **Crisis Intervention Team**- provide training to all partner law enforcement agencies regarding mental health crisis response in the community
2. **Mobile Crisis**- provide ride-along services to selected police agencies with on-call access to other communities. Makes referrals and facilitates appropriate dispositions up to and including hospitalization. (See Crisis Services Collaborative Plan for specifics.)

### **Jail Services:**

#### **Target Population: Any inmate in the Warren County Jail or the Clinton County Jail**

1. **Boundary Spanner**- provides assessment for all inmates who are in the jail on the 12<sup>th</sup> day of incarceration. It also provides for follow up to inmates who trigger need at the time of initial booking, those who self-refer and are staff referred and those who are in crisis. Makes referral for psychiatric services. Provides group therapy.
2. **Community Linkage/Case Management**- identifies those inmates who need connections to community services including but not limited to treatment, entitlement enrollment, transportation and housing. Provides group therapy.
3. **Psychiatric Services**- face to face psychiatric assessment and prescribing either in person or through telemedicine
4. **Group Therapy**- Seeking Safety and SUD group services.
5. **Peer Services**- group and individual interactions with inmates as indicated and supervised by clinical staff.
6. **Vivitrol Induction**- completes assessments and readies inmates for first injection while incarcerated and completes linkage for follow-up care in the community
7. **Crisis Services**- provides urgent and emergent assessments for those inmates who identified as in need. Recommends appropriate dispositions up to and including hospitalization. *Also see Crisis Services Collaborative Plan.*

## **Juvenile Detention:**

**Target Population: Any juvenile in Warren County Detention, Mary Haven Residential, or Clinton County residents in Greene County Detention Center**

1. **Crisis Services-** provides urgent and emergent assessments for youth identified as in need. Recommends appropriate dispositions up to and including hospitalization. **Warren County available upon request (incorporated into the Community Systems Collaborative Plan); Greene County Detention available on routine scheduled days**
  
2. **Case Management/Community Linkage-** identifies youth who are not currently in services and assists with connections to community services including but not limited to treatment, entitlement enrollment, transportation and school supports. For those who are currently in services, agency may provide:
  - a. Ongoing assessment of needs
  - b. Assistance in achieving personal independence in managing basic needs as identified by the individual and/or parent or guardian
  - c. Facilitation of further development of daily living skills
  - d. Coordination of the Individualized Service Plan
  - e. Assistance with accessing natural support systems in the community
  - f. Linkages to formal community service/systems (including treatment)
  - g. Symptom monitoring
  - h. Coordination and/or assistance in crisis management and stabilization as needed
  - i. Advocacy and outreach
  - j. As appropriate, provide education to family and detention/residential staff specific to the individual's assessed needs and abilities
  - k. Mental health interventions that address symptoms, behaviors, thought processes, etc.
  - l. Activities that increase the individual's capacity to positively impact his/her own environment
  
3. **Intensive Home Based Services (IHBS)-** Families with youth who are SED may have multiple challenging issues and be working with a number of different systems. Often these youth are at eminent risk of out of home placements. Intensive Home Based Services offer a family-centered alternative to more restrictive residential placements that have little to no impact on the family system. IHBS provides for intensive treatment of the youth and family system meeting multiple needs through a variety of modalities and better coordinates services in the natural environment of the home, school and community. Agencies who are providing IHBS should actively be working toward certification by OhioMHAS for this level of care. As much as feasible, services should be provided in accordance with OhioMHAS Intensive Home Based Treatment definition and adhere to fidelity established by OhioMHAS (see [OAC 5122-29-28](#)). Staffing ratios and credentialing should be the only barrier to completing this certification. **(Available to youth in the identified target population upon referral and recommendation after assessment. This particular service is addressed more extensively in the Community Systems Collaborative, including the Outcomes Measures.)**

### Adult Courts:

**Target Population: Any Warren or Clinton County resident involved with the Court system.  
(May be limited by the availability of that service in each county)**

1. Drug Court- provides treatment consultation to the treatment team and peer services as indicated.
2. Common Pleas Court Assessments- provides quick access for suspected AOD involvement reporting directly back to the referring judge (**Warren only**)
3. Mental Health Probation Officer- provides linkage on individual cases between treatment provider and court (Warren only)
4. Probate Monitoring- provides treatment and compliance monitoring for those persons placed on community probate. Acts as liaison between the court, treatment provider and MHRB. Completes assessments and provides reports and testimony to the court. Collaborates as part of the treatment team and utilization review team.
5. Probate Attorney- Provides representation for MHRB in Probate proceedings in both Warren and Clinton Counties
6. Guardianship - A guardianship program provides a guardian for individuals deemed incompetent by the Probate Courts of Warren or Clinton County. -Guardians act in the client's best interest with efforts toward stabilizing the client's life through advocacy efforts and by monitoring activities and health status. Guardians work with housing, mental health, and medical providers to ensure maintaining the client in the least restrictive environment possible. Guardians collaborate with the service provider and adhere to the guardianship requirements from the State of Ohio. An appointed guardian provides the individual who is deemed incompetent with full support from the time guardianship is granted until the time of termination
7. Mental Health Court - provides treatment consultation to the treatment team and peer services as indicated

### Forensic:

**Target Population: Any person under the jurisdiction of a Warren or Clinton County Court**

1. Forensic Monitoring- provides development of conditional release plans in conjunction with the treatment provider, monitoring of compliance with Conditional Release plans for those NGRI acquittees who are released, 2 year assessments, and coordination with the treatment provider, state report submission and participates as part of the utilization review team.

2. Outpatient Competency Restoration- provides competency restoration in the community or jail for those persons so ordered by the court. Referrals are accepted as the evaluatee is deemed safe to remain in current location for such services.

**Prison Re-entry:**

**Target Population: Any resident of Warren or Clinton County**

1. Community Behavioral Linkage- provides pre-release linkage to community mental health treatment services through pre-release contact between MHRB and the prison system.
2. Community Transitions Program- provides pre-release linkage to AOD community treatment and wrap-around services through pre-release contact between MHRB, prison system and MCO as indicated.

**SECTION III: TARGET OUTCOMES**

The ultimate goal of the Justice System Collaborative is to prevent Recidivism however there are a number of methods which can be employed to achieve this goal. These Designated Services in will have a variety of outcomes evaluated utilizing the methods outlined below. For individuals connected to the Justice System, MHRB's desire is to provide additional supportive tools for lifetime management and to eliminate re-offenses.

Designated Service	Desired Outcome	Measurement Methodology/ Baseline	Tool	Frequency of reporting	Agency/ Agencies responsible for reporting
Law enforcement	Increase knowledge of de-escalation, mental health services, and interaction with mental health providers in the community	CIT pre/post tests, hospital pre-screens referred by law enforcement, mobile crisis calls	CIT graduation  Collection logs	Annually  Monthly	Stacy
Jail Services	Reduction of recidivism through provision of community linkage to treatment and support services while in custody	Data comparison by client at discharge and at 90 days.  Tracking of service attended post release from custody	Collection log	Annually	Talbert House
Juvenile Detention	Reduce recidivism through provision	Data comparison of disposition	Collection logs	Quarterly	SCCRC (CC Juvenile


	of community linkage to treatment while in custody	location of client at discharge from detention and at 90 days post release.  Tracking of service attended post release from detention			Court/Greene Co. Detention Center Project only)
Adult Courts	Maintain 80% of participants in community setting	Data comparison by client of any more restrictive living setting	Collection logs	Annually	Common Pleas Court
Forensic Services	Maintain 80% of clients in community	Monitor wrap around care and community safety through risk assessment	Collection logs	Annually	Adkins LLC
Probate Services	Maintain 75% of clients on outpatient commitment in community settings	Monitor wrap around care and community safety through prescribed evaluations and monthly meetings	Collection logs	Annually	Sparks, LLC
Prison Re-Entry	Connect 80 % of referrals to community treatment services	Comparison of Community linkage reports received to clients who engage in services	Collection log	Quarterly	SCCRC, TH

Outcomes Due dates are as follows based upon frequency noted above:

- Monthly: 30<sup>th</sup> of the following month
- Quarterly:
  - Q1: October 31
  - Q2: January 31
  - Q3: April 30
  - Q4: July 31
- Annually: July 31

By Resolution Number 20-1051 of the Warren County Board of Commissioners  
dated July 28, 2020.

BOARD OF WARREN COUNTY COMMISSIONERS

  
\_\_\_\_\_  
President  
Board of County Commissioners

AFFIDAVIT OF NON COLLUSION

STATE OF Ohio  
COUNTY OF Warren

I, Colleen Chamberlain, holding the title and position of Executive Director at the firm MTPB Sewing Warren & Clinton Counties, affirm that I am authorized to speak on behalf of the company, board directors and owners in setting the price on the contract, bid or proposal. I understand that any misstatements in the following information will be treated as fraudulent concealment of true facts on the submission of the contract, bid or proposal.

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

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

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

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

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

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

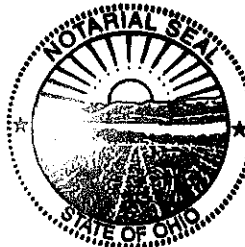
Colleen Chamberlain  
AFFIANT

Subscribed and sworn to before me this 21st day of July 20 20

Kelley Brown  
(Notary Public),

Warren County.

My commission expires May 22 20 22



Kelley Brown  
Notary Public, State of Ohio  
My Commission Expires May 22, 2022

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

# Resolution

Number 20-1052

Adopted Date July 28, 2020

APPROVE AND ENTER INTO BUSINESS ASSOCIATE AGREEMENT WITH MENTAL HEALTH RECOVERY BOARD SERVING WARREN AND CLINTON COUNTIES, ON BEHALF OF THE WARREN COUNTY SHERIFF


BE IT RESOLVED, to approve and enter into Business Associate Agreement with Mental Health Recovery Board Serving Warren and Clinton Counties, 212 Cook Road, Lebanon, Ohio 45036; as attached hereto and made a part hereof.

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

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

Resolution adopted this 28<sup>th</sup> day of July 2020.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

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



## **BUSINESS ASSOCIATE AGREEMENT**

This Agreement is entered into on the 1st day of July, 2020, by and between Mental Health Recovery Board Serving Warren and Clinton Counties located at 201 Reading Road, Mason, Ohio 45040 (hereinafter referred to as "Board") and Warren County Sheriff located at 822 Memorial Drive, Lebanon, OH 45036 (hereinafter referred to as "Business Associate").

**WHEREAS**, Business Associate will perform certain services on behalf of Board for which Board will make available and/or transfer to Business Associate individually identifiable health information.

**WHEREAS**, such information may be protected by the Health Insurance Portability and Accountability Act's ("HIPAA") Privacy and Security Regulations (45 CFR Parts 160 and 164) and/or the federal regulations governing the Confidentiality of Substance Use Disorder Patient Records ("42 CFR Part 2");

**WHEREAS**, this Business Associate Agreement sets forth the responsibilities and obligations of the Parties, in compliance with HIPAA and 42 CFR Part 2, regarding the use, disclosure and security of the protected information that Business Associate creates, receives, maintains, transmits or has access to on behalf of Covered Entity.

**NOW, THEREFORE**, the parties hereby agree as follows:

### **I. DEFINITIONS**

1. Breach means the acquisition, access, use, or disclosure of protected health information in a manner not permitted under HIPAA which compromises the security or privacy of the protected health information, subject to the exclusions in 45 CFR 164.402(1).
2. Designated Record Set, as defined at 45 CFR 164.501, is a group of records maintained by or for a covered entity that is:
  - a. The enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for the covered entity; OR
  - b. Used, in whole or in part, by or for the covered entity to make decisions about the individuals.
3. Individual shall have the meaning given to such term in 45 CFR 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).
4. Protected Health Information (PHI) shall have the meaning given to such term in 45 CFR 160.103. Electronic Protected Health Information (E PHI) shall have the meaning given to such term in 45 CFR 160.103. For the purposes of this Agreement, the term Protected Health Information shall include Electronic Protected Health Information (E PHI) as defined in 45 CFR 160.10.

5. Unsecured Protected Health Information shall have the meaning given to such term in 45 CFR 164.402.
6. HIPAA Rules shall mean the Privacy, Security, Enforcement and Breach Notification Rules at 45 CFR Parts 160 and 164.
7. Health Care Operations shall have the meaning given to such term in 45 CFR 164.50.1
8. Data Aggregation shall have the meaning given to such term in 45 CFR 164.501.
9. Security Incident means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of electronic or paper PHI or interference with Business Associate's information system or network operations in an information system
10. Any terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms have under the HIPAA Privacy and Security Regulations.

## II. PERMITTED USES AND DISCLOSURES OF PHI

1. Business Associate may use or disclose PHI as necessary to perform:

The following specific services on behalf of Board: Psychiatric services and psychotropic drug reimbursement.

Or

The services set forth in the service agreement between the Parties dated \_\_\_\_\_.

2. Unless otherwise limited herein, the Business Associate may:
  - a. Use the PHI received from or on behalf of Board for the proper management and administration of Business Associate or to fulfill any present or future legal responsibilities of the Business Associate, provided that such uses are permitted under other state and federal confidentiality laws.
  - b. Disclose the PHI received from or on behalf of Board for the proper management and administration of Business Associate or to fulfill any present or future legal responsibilities of the Business Associate, provided that (i) such disclosure is required by law or (ii) Business Associate has received from the third party written assurances that such PHI will be held confidentially and used or further disclosed only as required by law or for the purposes for which it was disclosed to such third party and whereby the third party agrees to notify the Business Associate of any instances of which it is aware that the confidentiality of the information has been breached.

3. In addition to using PHI to perform the services set forth in Section II.1 of this Agreement, Business Associate may:
  - a. Aggregate the PHI in its possession with the PHI of other covered entities that the Business Associate has in its possession through its capacity as a business associate to said other covered entities, provided that the purposes of such data aggregation is to provide the Board with data analyses relating to the Health Care Operations of the Board. Under no circumstances may the Business Associate disclose PHI of Board to another covered entity absent the explicit authorization of Board.
  - b. De-identify any and all PHI, provided that the de-identification conforms to the requirements of 45 CFR 164.514(b) and further provided that the Business Associate maintains the documentation required by 45 CFR 164.514(b). Pursuant to 45 CFR 164.502(d)(2), de-identified information does not constitute PHI and is not subject to the terms of this Agreement.
4. Notwithstanding the uses and disclosures of PHI permitted by this Article 2, Business Associate acknowledges that in receiving, storing, processing or otherwise dealing with any information protected by 42 CFR Part 2, it is fully bound by the requirements of 42 CFR Part 2 and, if necessary will resist in judicial proceedings any efforts to obtain access to protected information except as permitted by 42 CFR Part 2.

### **III. RESPONSIBILITIES OF THE PARTIES**

1. Business Associate agrees to only use or disclose PHI as permitted or required in Section II or as required by law.
2. Consistent with the Board's minimum necessary policies and the HIPAA Privacy Rule, Business Associate and Board agree to only request, use and disclose the minimum PHI necessary for Business Associate to perform or fulfill a specific function required or permitted hereunder.
3. Board shall notify Business Associate of the following to the extent Business Associate's use or disclosure of PHI is affected: (i) limitation(s) set forth in Board's notice of privacy practices; (ii) changes in, or revocation of, permission by the individual to use or disclose PHI; (iii) any agreed upon restrictions relating to the use or disclosure of PHI; and (iv) any opt-outs requested by individuals from marketing and/or fundraising activities of the Board.
4. Business Associate shall use appropriate safeguards and, with respect to EPHI, comply with the requirements of the HIPAA Security Rule (Subpart C of 45 CFR Part 164) to prevent any use or disclosure not permitted by the terms of this Agreement.
5. Business Associate shall notify Board of any access, use or disclosure of PHI not permitted by this Agreement of which Business Associate becomes aware, including breaches of unsecured PHI as required by 45 CFR 164.410, and any security incident of which it

becomes aware, including those reported to Business Associate by its subcontractors or agents. In addition:

- a. Business Associate shall provide such notice to Board within ten (10) business days of discovery of such an occurrence and shall immediately conduct an investigation and report in writing, within five business days, the following information:
    - Identification of each individual whose PHI has been, or is reasonably believed by Business Associate to have been, accessed, acquired, used or disclosed and a description of the types of PHI that were involved in the occurrence (such as full name, date of birth, social security number, diagnosis, account number, etc.).
    - A brief description of what occurred, including the date of the occurrence, if known, and the date of its discovery.
    - A brief description of what is being done to investigate the occurrence, mitigate any harm to individuals, and protect against any further occurrences.
  - b. Business Associate shall also provide Board with any other available information, as requested, that Board is required to include in its notification to the individual in accordance with 45 CFR § 164.404, either at the time the request is made or as the information becomes available.
  - c. Business Associate shall take all reasonable steps to mitigate any potentially harmful effects of such access, use or disclosure.
6. Business Associate shall require all subcontractors and agents that receive, maintain, create or transmit PHI on behalf of Business Associate to agree in writing, in accordance with 45 CFR 502(e)(1)(ii) with respect to PHI and 164.308(b)(2) with respect to EPHI, as applicable, to adhere to the same restrictions, requirements and conditions that apply to Business Associate with respect to such PHI. Business Associate shall monitor all such agreements for compliance.
  7. In the event that Board informs Business Associate in writing that PHI held by Business Associate is a Designated Record Set, Business Associate agrees to do the following at the request of Board and in the time and manner designated by Board:
    - a. Make such PHI available to Board as necessary for Board to fulfill an individual's request to access such PHI, in accordance with 45 CFR 164.524.
    - b. Make any amendments to such PHI that the Board directs pursuant to 45 CFR 164.526, or take any other measures necessary to satisfy Board's obligations under 45 CFR 164.526.
  8. Business Associate shall document disclosures of PHI and information related to such disclosures as necessary for Board to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR 164.528. Within forty-five (45) days of

receiving a written request from Board, Business Associate shall provide such information to the Board in the format and manner requested, in order for Board to respond to an individual's request.

9. Business Associate shall make all books, records, agreements and internal practices relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of, the Board, available to the Board or to the Secretary of the United States Department of Health and Human Services (HHS), for purposes of determining compliance with the HIPAA Rules.
10. To the extent that Business Associate is to carry out one or more of Board's obligations under the Privacy Rule, Business Associate shall comply with the requirements of the Privacy Rule that apply to Board in the performance of such obligations.
11. Business Associate may not use or disclose PHI in a manner that would violate the Privacy Rule if done by the Board except for any specific uses and disclosures set forth in Section II.

#### **IV. TERM AND TERMINATION**

1. This Agreement shall be effective as of the date set forth below and shall remain in effect until terminated by either party with thirty (30) days prior written notice, without notice in the event of a violation of a material term of this Agreement in accordance with Section IV.2, or at the termination or expiration of a related service agreement noted in Section II.1.
2. Board may immediately terminate this Agreement if Board determines that Business Associate has violated a material term of the Agreement. Alternatively, the Board may choose to provide Business Associate with written notice of the existence of the material violation and afford Business Associate an opportunity to cure such violation. If upon receipt of such notice, Business Associate fails to cure said violation to the satisfaction of Board in the timeframe and manner set forth in the notice, Board shall immediately terminate this Agreement.
3. Upon expiration or termination of this Agreement for any reason, with respect to PHI received from Board, or created or received by Business Associate on behalf of Board, Business Associate shall comply with the following:
  - a. Retain only that PHI necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities. When such PHI is no longer needed by Business Associate for such purposes, it shall be returned, or if agreed to by Board, destroyed in accordance with Sections 4.3.b. and 4.3.c.
  - b. Return, or if agreed to by Board, destroy all remaining PHI that Business Associate still maintains in any form within 30 days of such termination. Prior to doing so, Business Associate shall recover any PHI in the possession of its subcontractors or agents. Destruction of PHI shall include all back-up copies. If requested by Board, Business Associate shall provide appropriate documentation/certification evidencing such destruction.

- c. If it is not feasible for the Business Associate to return or destroy said PHI, Business Associate will notify the Board in writing. Said notification shall include: (i) a statement that the Business Associate has determined that it is infeasible to return or destroy the PHI in its possession, (ii) the specific reasons for such determination, (iii) a statement that Business Associate agrees to extend any and all protections, limitations and restrictions contained in this Agreement to the Business Associate's use and/or disclosure of any PHI retained after the termination of this Agreement, and (iv) a statement that Business Associate agrees to limit any further uses and/or disclosures to the purposes that make the return or destruction of the PHI infeasible.
4. The obligations of Business Associate under this Section shall survive the termination of this Agreement.

## V. MISCELLANEOUS

1. Any ambiguity in this Agreement shall be resolved in favor of an interpretation that promotes compliance with HIPAA and any regulations promulgated thereunder.
2. A reference in this Agreement to a section in the HIPAA Rules means the section as in effect or as amended.
3. Any amendment to this Agreement must be set forth in an addendum to this Agreement and signed by the Parties.
4. Notwithstanding any rights or remedies under this Agreement or provided by law, the Board retains all rights to seek injunctive relief to prevent or stop the unauthorized use or disclosure of PHI by the Business Associate, any of its subcontractors or agents, or any third party who has received PHI from the Business Associate.
5. Nothing express or implied in this Agreement is intended or shall be deemed to confer upon any person other than Board, Business Associate and their respective successors or assigns, any rights, remedies, obligations or liabilities. Neither Party may assign the Agreement without the prior written consent of the other.
6. Any notice to the other Party pursuant to this Agreement shall be deemed provided if sent by first class United States mail, postage prepaid, to such Party's primary place of business.
7. The Parties are independent contractors and neither Party is an agent, representative, employee or partner of the other Party. This Agreement shall not be interpreted or construed to create an association, agency, employment, joint venture or partnership between the parties or to impose any liability attributable to such a relationship upon either Party.

**IN WITNESS WHEREOF**, the Parties have hereto duly executed this Agreement on the dates set forth below.

**Mental Health Recovery Board Serving Warren and Clinton Counties**

Colleen Chamberlain  
Colleen Chamberlain, Executive Director

7/21/2020  
Date

**BUSINESS ASSOCIATE**

Harry L. Smith, Sheriff  
Business Associate Signator

7-21-2020  
Date

**WARREN COUNTY COMMISSIONERS**

David G. Young, President

7/28/20  
Date

**APPROVED AS TO FORM**

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

AFFIDAVIT OF NON COLLUSION

STATE OF Ohio  
COUNTY OF Warren

I, Colleen Chamberlain holding the title and position of Executive Director at the firm MHPB serving Warren County, affirm that I am authorized to speak on behalf of the company, board directors and owners in setting the price on the contract, bid or proposal. I understand that any misstatements in the following information will be treated as fraudulent concealment of true facts on the submission of the contract, bid or proposal.

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

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

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

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

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

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

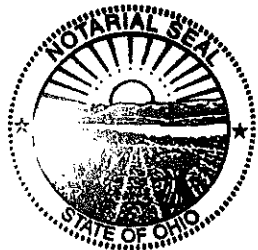
Colleen Chamberlain  
AFFIANT

Subscribed and sworn to before me this 21st day of July 20 20

Kelley Brown  
(Notary Public),

Warren County.

My commission expires May 22 20 22



Kelley Brown  
Notary Public, State of Ohio  
My Commission Expires May 22, 2022



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

# Resolution

Number 20-1053

Adopted Date July 28, 2020

APPROVE AND AUTHORIZE PRESIDENT OF THE BOARD TO ENTER INTO PSYCHOTROPIC DRUG REIMBURSEMENT PROGRAM FUNDING AGREEMENT WITH MENTAL HEALTH RECOVERY BOARD SERVING WARREN AND CLINTON COUNTIES, ON BEHALF OF THE WARREN COUNTY SHERIFF

BE IT RESOLVED, to approve and authorize the President of the Board to enter into a Psychotropic Drug Reimbursement Program Funding Agreement with Mental Health Recovery Board Serving Warren and Clinton Counties, on behalf of the Warren County Sheriff; copy of said agreement as attached hereto and made a part hereof.

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

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

Resolution adopted this 28<sup>th</sup> day of July 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

# **Psychotropic Drug Reimbursement Program Funding Agreement**

This Agreement is by and between the Mental Health Recovery Board Serving of Warren and Clinton Counties, 212 Cook Rd., Lebanon, OH 45036 (hereinafter "Board"), and the Warren County Board of Commissioners, on behalf of the Warren County Sheriff, 822 Memorial Drive, Lebanon, Ohio 45036(hereinafter "County").

*Whereas*, Ohio has established a Psychotropic Drug Reimbursement Program (hereinafter "Program") to provide reimbursement to counties for the cost of psychotropic drugs that are dispensed to inmates of county jails in Ohio;

*Whereas*, the Ohio Department of Mental Health and Addiction Services (OhioMHAS) is responsible for implementing and administering the program;

*Whereas*, the amount of reimbursement to be provided to County by OhioMHAS under the Program shall be processed through Board;

*Whereas*, Board and County wish to set forth their mutual understanding with respect to this funding arrangement.

*Now, therefore*, in consideration of the mutual promises hereinafter set forth, the parties agree as follows:

1. Reimbursement Process

- a. County must comply with OhioMHAS reimbursement request requirements and deadlines in order to be eligible for Program reimbursement for each reporting period. *See OhioMHAS Letter to All State of Ohio County Sheriffs dated October 27, 2017.*
- b. Funding amounts for each reporting period will be calculated and allotted according to the Program funding formula identified by OhioMHAS.
- c. OhioMHAS shall notify Board of amount of payment for county and will process payment to Board via the Grants and Funding Management System (GFMS). MHRBWCC will forward notification from OhioMHAS to county.
- d. County shall submit an invoice to Board for the total reimbursement amount. Invoices shall be sent via email to: *invoices@mhrbwcc.org*
- e. Payment shall be promptly made to County once funds are received and approved, if necessary by MHRBWCC Board of Directors.
- f. Board shall not be liable for any payments under this Agreement other than amounts made available to Board by OhioMHAS for payment to County under the Program for each Program Reporting Period.
- g. Questions regarding reimbursement reporting, process and amounts should be directed to OhioMHAS as directed in the OhioMHAS letter referenced above.

2. Length of Agreement

The term of this Agreement shall be July 1, 2020 to June 30, 2021.

3. Information and Audits

Both Parties shall retain all documentation related to the provision of funding under this Agreement and make such documentation available to the other Party upon request as necessary for the requesting party to fulfill its administrative and legal requirements.

County shall comply with the audit requirements of Board or other government oversight body.

4. Relationship of the Parties

The Parties are fully autonomous and neither Party is an agent, representative, employee or partner of the other Party. This Agreement shall not be interpreted or construed to create an association, agency, employment, joint venture or partnership between the Parties or to impose any liability attributable to such a relationship upon either Party.

5. Compliance with Legal Requirements

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

6. Entirety of Agreement

It is acknowledged by the Parties that this Agreement represents the entire agreement between the Parties and supersedes any and all previous written or oral agreements between the Parties concerning the subject matter of this Agreement.

7. Amendment

No change, amendment or modification of any provision of this Agreement shall be valid unless set forth in a written instrument and signed by the Parties.

8. Liabilities of the Parties

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


9. No Third Party Beneficiaries/Assignment

Nothing express or implied in this Agreement is intended or shall be deemed to confer upon any person other than the Parties and their respective successors or assigns, any rights, remedies, obligations or liabilities. Neither Party may assign or delegate its rights or obligations pursuant to this Agreement without the prior written consent of the other.

10. Applicable Law

The laws of the State of Ohio shall govern all matters relating to the validity, performance, interpretation, and construction of this Agreement, or the breach thereof.

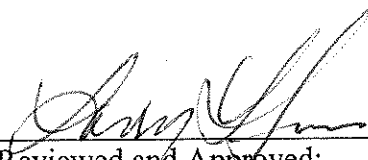
IN WITNESS WHEREOF, the Parties hereto have hereby executed this Agreement as of the dates set forth below.

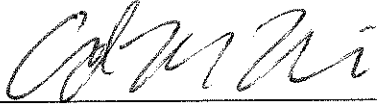
 7/21/2020

Colleen Chamberlain, Executive Director      Date

Mental Health Recovery Board Serving of Warren and Clinton Counties

 7/28/20  
\_\_\_\_\_  
President Date  
Warren County Board of Commissioners

 7-21-2020  
\_\_\_\_\_  
Reviewed and Approved: Date  
Larry L. Sims  
Warren County Sheriff

  
\_\_\_\_\_  
Approved as to Form  
Adam M. Nice  
Warren County Assistant Prosecuting Attorney

Final Review - For Internal Use Only:

<input type="checkbox"/> Originator	<input type="checkbox"/> Fiscal Review	<input type="checkbox"/> Administrative
Date: JR 6/22/2020	Date: KTR 6/22/20	Date: cc 6/23/2020

AFFIDAVIT OF NON COLLUSION

STATE OF Ohio  
COUNTY OF Warren

I, Colleen Chamberlain, holding the title and position of Executive Director at the firm MHB Group, Warren, Clinton & Franklin Co, affirm that I am authorized to speak on behalf of the company, board directors and owners in setting the price on the contract, bid or proposal. I understand that any misstatements in the following information will be treated as fraudulent concealment of true facts on the submission of the contract, bid or proposal.

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

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

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

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

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

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

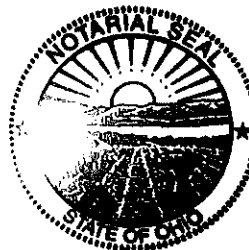
Colleen Chamberlain  
AFFIANT

Subscribed and sworn to before me this 21st day of July 2020

Kelley Brown  
(Notary Public),

Warren County.

My commission expires May 22 2022



**Kelley Brown**  
**Notary Public, State of Ohio**  
**My Commission Expires May 22, 2022**

# Resolution

Number 20-1054

Adopted Date July 28, 2020

ACCEPT AN INTER-COUNTY TRANSFER FROM CLARK COUNTY PUBLIC CHILDREN SERVICES AGENCY (PCSA) FOR ADDITIONAL BEST PRACTICE AND FOSTER PARENT RECRUITMENT FUNDING

WHEREAS, Ohio Administrative Code Section 5101:9-6-82 allows Counties to transfer any unspent state or federal funding; and

WHEREAS, Clark County Public Children Services Agency (PCSA) has additional Best Practice and Foster Parent Recruitment Funding and wishes to transfer these funds to Warren County Job and Family Services, Children Services Division through the State CFIS system; and

NOW THEREFORE BE IT RESOLVED, to accept an inter-county transfer from Clark County Public Children Services Agency (PCSA) for Additional Best Practice and Foster Parent Recruitment funding in the following amounts:

\$567.40 (Best Practice)  
\$19,238.18 (Foster Parent Recruitment).

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

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

Resolution adopted this 28<sup>th</sup> day of July 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

jc/

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

# Resolution

Number 20-1055

Adopted Date July 28, 2020

APPROVE AN EMERGENCY REPAIR TO REMOVE ROOTS OUT OF THE SEWER TAP ON RONBET DR

WHEREAS, the Warren County Sewer Department was notified of a blockage in a sewer caused by roots out of the tap of the county's sewer main; and

WHEREAS, the repair is critical and time sensitive to both maintain the safety and health of the customers sanitary lines; and

WHEREAS, the method of repair is not able to be done by crews of the sewer department; and

NOW THEREFORE BE IT RESOLVED, to approve Purchase Order No. 20002027 with J&J Environmental in the amount \$3,000 for the said repairs.

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

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

Resolution adopted this 28<sup>th</sup> day of July 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

caw

cc: Auditor   
Water/Sewer (file)

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

# Resolution

Number 20-1056

Adopted Date July 28, 2020

**POST FOR RE-BID OF THE SALE OF VARIOUS SCRAP METAL FOR THE WATER AND SEWER DEPARTMENT**

WHEREAS, on July 21, 2020, a bid opening was held for the Sale of Various Scrap Metal for the Water and Sewer Department; and

WHEREAS, there were no bids received for said project and must now be re-bid; and

NOW BE IT FURTHER RESOLVED, to post for re-bid of the Sale of Various Scrap Metal for the Water and Sewer Department, bid opening to be August 25, 2020 @ 9:15 a.m.

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

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

Resolution adopted this 28<sup>th</sup> day of July 2020.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

KH

cc: Water/Sewer (file)  
OMB



# Resolution

Number 20-1057

Adopted Date July 28, 2020

ENTER INTO AN OHIO PUBLIC WORKS COMMISSION COOPERATION AGREEMENT  
WITH THE VILLAGE OF WAYNESVILLE

WHEREAS, a grant application will be submitted to the Ohio Public Work Commission (OPWC) for the 4<sup>th</sup> Street Water and Sewer Replacement and Resurfacing Project; and

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

NOW THEREFORE BE IT RESOLVED, to enter into a Cooperation Agreement with the Village of Waynesville for the 4<sup>th</sup> Street Water and Sewer Replacement and Resurfacing Project, subject to the following conditions:

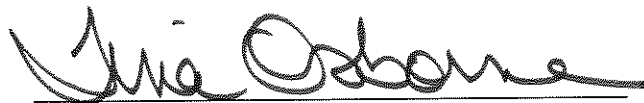
1. The conditions shall be as stipulated in the "OPWC Cooperation Agreement" attached hereto and made part thereof.

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

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

Resolution adopted this 28<sup>th</sup> day of July 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

CGB

cc: c/a – Village of Waynesville  
Water/Sewer (file)  
Project file

**ORDINANCE NO. 2020-026**

**AUTHORIZING THE VILLAGE MANAGER TO PREPARE AND SUBMIT AN APPLICATION TO PARTICIPATE IN THE OHIO PUBLIC WORKS COMMISSION STATE CAPITAL IMPROVEMENT AND / OR LOCAL TRANSPORTATION IMPROVEMENT PROGRAM(S) AND TO EXECUTE CONTRACTS AS REQUIRED AND DECLARING AN EMERGENCY**

**WHEREAS**, the State Capital Improvement Program and the Local Transportation Improvement Program both provide financial assistance to political subdivisions for capital improvements to public infrastructure; and

**WHEREAS**, the Village of Waynesville is planning to make capital improvements for the 4th Street Water and Sewer Replacement and Resurfacing project; and

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

**NOW THEREFORE, BE IT ORDAINED** by the Village Council of the Village of Waynesville, 7 members elected thereto concurring:

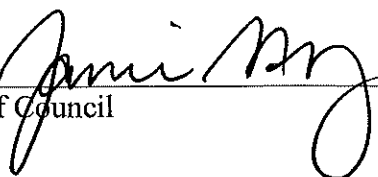
Section 1. That the Village Manager is hereby authorized to apply to the OPWC for funds as described above.

Section 2. That the Village Manager is authorized to enter into any agreements as may be necessary and appropriate for obtaining this financial assistance.

Section 3. That this Ordinance is hereby declared to be an emergency measure necessary for the preservation of the public peace, health, safety, and welfare and shall be effective immediately upon its adoption. The reason for said declaration of emergency is the need to authorize the grant application at the earliest possible date in order to perform said safety project in a timely manner.

Adopted this 1<sup>st</sup> day of June, 2020.

Attest:  
Clerk of Council

  
Mayor

  
Mayor

## **OPWC COOPERATION AGREEMENT**

### **4<sup>th</sup> Street Water and Sewer Replacement and Resurfacing Project**

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

The County hereby agrees to collaborate with the Village to submit an application to the Ohio Public Works Commission (OPWC) PY36 for the Fourth Street Water and Sewer Replacement and Resurfacing Project. The estimated total cost of the project is \$1,139,875 including engineering and construction costs. The OPWC application will request a 78.95% grant being an estimated \$899,875 with the remaining 21.05% being the Parties estimated share totaling \$240,000, however, the Parties respective obligations shall be as follows:

- 1) the Parties 21.05% share of the engineering and construction cost is \$240,000 of which the Village would pay \$215,000 (89.58%) and the County would pay \$25,000 (10.42%). The percentage split between the County and the Village is based upon the preliminary construction cost estimate with the County's sanitary sewer pay items estimated to account for 10% of the total construction cost; and

The utility and roadway improvements to be paid for by the Village shall include watermain replacement, roadway resurfacing, full depth roadway reconstruction, storm sewers, curb and gutter, various sidewalks and an asphalt resurfacing. The sanitary sewer main improvements to be paid for by the County shall include re-lining of 1,900 feet of 8-inch vitrified clay pipe with a cured-in-place plastic liner and lining 10 manholes. Sewer laterals will be cut back in.

The Village shall be the designated contracting entity and shall execute agreements with OPWC, the design engineer and the construction contractor. The Village shall invoice the County Water and Sewer Department for their project cost with payments to be made to the Village.

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

Should the proposed project be awarded OPWC funding, the Village and County shall review and approve all Engineering Contract(s) for the design of the improvements prior to the Village executing the Contract(s). All design drawings and specifications produced for the improvements shall be reviewed and approved by the Village and County prior to advertisement for bidding and final payment of the Engineer(s). The bidding documents shall meet the design standards and specifications for each of the participating members.

The Village and County shall jointly review all submitted construction bids and shall reach consensus of the award of the construction contract. The Village shall be the contracting entity for the construction of said project. Representatives from the Village and County shall be invited to all construction progress meetings and shall be provided the opportunity to inspect the construction of the improvements. All change orders shall be reviewed and approved by both the Village and the County. The Village and County shall perform final inspection of the

improvements, provide the Construction Contractor with punch list items, and verify that all improvements are completed in accordance with the Contract Documents prior to final payment.

**IN EXECUTION WHEREOF**, pursuant to Ordinance No. 2020-026 of the Village of Waynesville, Ohio, dated June 1, 2020, Gary Copeland, Village Manager has hereunto set his hand to this Agreement on the 10 day of June, 2020

**VILLAGE OF WAYNESVILLE, OHIO**

By: [Signature]  
Gary Copeland, Village Manager

Approved as to form:

By: [Signature]  
Law Director

**IN EXECUTION WHEREOF**, the WARREN COUNTY BOARD OF COUNTY COMMISSIONERS has caused this agreement to be executed by <sup>David S. Young</sup> Tom Grossman, its President, on the date stated below, pursuant to Resolution No. 20-1057, dated 7/28/20

**WARREN COUNTY  
BOARD OF COUNTY COMMISSIONERS**

SIGNATURE: [Signature]

PRINTED NAME: <sup>David S. Young</sup> Tom Grossman

TITLE: President

DATE: 7/28/20

Approved as to form:

DAVID FORNSHELL  
PROSECUTING ATTORNEY  
WARREN COUNTY, OHIO

[Signature]  
By: Adam Nice, Asst. Prosecutor

2918508.1

# Resolution

Number 20-1058

Adopted Date July 28, 2020

## APPROVE ENGINEERING AGREEMENT WITH THE KLEINGERS GROUP, INC FOR THE STATE ROUTE 22&3 WATERLINE REPLACEMENT PROJECT

WHEREAS, this Board of County Commissioners (the "Board") of the County of Warren, Ohio (the "County") recognizing the need for improvements and upgrades to the water distribution system, specifically the replacement of the 12-inch waterline along State Route 22 & 3, directed the Warren County Water and Sewer Department on January 21, 2020, through Resolution 20-0127, to issue a Request for Qualifications for the aforesated project; and

WHEREAS, this Board during a public work session on April 14, 2020, adopted Resolution 20-0557 directing the Warren County Sanitary Engineer to enter into negotiations with the Kleingers Group, Inc., the top ranked firm; and

WHEREAS, the Kleingers Group, Inc. was selected for this project in accordance with applicable state procurement regulations (Ohio Revised Code, §§ 153.66 through 153.69); and

NOW THEREFORE BE IT RESOLVED, to enter into an agreement with the Kleingers Group, Inc, for engineering services for the above referenced project, subject to the following conditions:

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

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

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

Resolution adopted this 28<sup>th</sup> day of July 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—Kleingers Group, Inc  
Water/Sewer (file)  
Project file

**ENGINEERING AGREEMENT  
STATE ROUTE 22 & 3 WATERLINE REPLACEMENT PROJECT**

This professional engineering agreement ("Agreement") made and entered into on the date last stated below, by and between the WARREN COUNTY BOARD OF COUNTY COMMISSIONERS, 406 Justice Drive, Lebanon, Ohio 45036 (hereinafter called the "County"), and THE KLEINGERS GROUP, INC., Consulting Firm's Address (hereinafter called the "Consultant").

**WITNESSETH:**

**WHEREAS**, the County desires professional engineering services for the preparation of construction drawings, specifications, and surveying services for watermain improvements to the SR 3 & 2 Watermain Replacement Project, consisting of the following:

The proposed water main replacement will extend from the intersection of US Route 22 with Landen Drive to the intersection of US Route 22 with Creekwood Place. The proposed 12-inch main replacement line will be placed along the north side of the existing road. New connections will be provided for the mains servicing the loop along Pond Ridge Drive (located to the north), Southland Drive, South Drive and the storage facility (the latter three located to the south). The project will also include the construction of approximately 500 feet of new 8-in water line from the new stub off Watercrest Drive to the existing 6-inch line along Woodview and Wood Drive and the replacement of 700-ft of existing water line along Farm Field Drive.

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

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

**I. SCOPE OF SERVICES**

See Attachment - Schedule of Services

**II. COUNTY RESPONSIBILITIES**

The County shall supply the following data to the Consultant:

1. Provide full information as to the requirements for the project.

2. Assist Consultant by placing at his disposal all available information pertinent to the project. Furnish copies at no charge.
3. Examine all studies, reports, sketches, drawings, proposals, and other documents presented by the Consultant, obtain advice of an attorney, insurance counselor and other consultants as deemed appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of the Consultant. Provide prompt written notice to the Consultant whether County observes or otherwise becomes aware of any defect in the project.
4. Make all County GIS mapping, aerial photography, aerial mapping horizontal and vertical control data and property identification and ownership data available to Consultant. All such data shall be compiled by the County and transferred to the Consultant at no charge.
5. Provide access to Consultant's staff for field visits to the site(s).

### III. COMPENSATION

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

Task 1 -Survey and Base Mapping	\$ 10,337.00
Task 2 -Construction Drawings	\$ 61,228.00
Task 3 -NA	\$ 00.00
Task 4 -As Built	\$ 2,187
Task 5- Easements (total of 2)	<u>\$ 1,500</u>
Base Contract	\$ 75,252.00

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

#### **IV. Documents and Contract Documents**

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

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

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

#### **V. SCHEDULE FOR COMPLETION OF ENGINEERING TASKS**

Time to complete each task from the Notice of Authorization to Proceed is as follows:

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

1. Services resulting from significant changes in general scope of the project, such as revising previously approved studies, reports, design documents, drawings or specifications when such revisions are due to causes beyond the control of the Consultant.
2. Furnishing the services of special consultants for other than normal civil, structural, mechanical, and electrical engineering and normal



architectural design incidental thereto and not specifically included in the scope of work herein.

3. Special field investigations not specifically included in the scope of work herein, including, but not limited to, the taking of borings and laboratory testing of soil and rock samples.
4. Boundary surveys, legal descriptions, plats, and easement exhibits.
5. Services/increased fees resulting from changes in the schedule of the project beyond the control of the Consultant.

## **VI. SUPPLEMENTARY SERVICES**

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

## **VII. INSURANCE**

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

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

## **VIII. INDEMNIFICATION**

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

## **IX. STANDARDS AND PRINCIPLES**

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

## **X. POLICY OF NON-DISCRIMINATION**

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

## **XI. PARTIES AND RELATIONSHIP OF PARTIES**

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

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

leave; or, (ii) health, life, dental, or vision insurance.

**XII. GOVERNING LAW AND VENUE**

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

**XIII. ENTIRE AGREEMENT**

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

**XIV. MODIFICATION OR AMENDMENT**

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

**XV. CONSTRUCTION**

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

**XVI. WAIVER**

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

**XVI. ASSIGNMENT**

Neither party shall assign, delegate or transfer any of its rights or any of its duties

under this Agreement without written consent of each other. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing in this provision, however, will prevent Consultant from employing such independent professional consultants, associates and subcontractors as it may deem appropriate to assist in the performance of services hereinunder.

## **XVII. NOTICES**

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

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

TO: The Kleingers Group, Inc.  
Attn. Nick Yeretian, PE  
6219 Centre Park Drive  
West Chester, Ohio 45069  
(513).644.1802

## **XVIII. TERMINATION**

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

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

## **XIX. AUTHORITY AND EXECUTION**

**ENGINEER:**

**IN EXECUTION WHEREOF**, THE KLEINGERS GROUP, INC, has caused this agreement to be executed by Nick S. Yeretian, its EMPLOYEE TITLE, on the date stated below, pursuant to a corporate resolution, a copy of which is attached hereto.

**CONSULTANT'S NAME**

SIGNATURE: Nick Yeretian

PRINTED NAME: Nick S. Yeretian

TITLE: Group Leader.

DATE: July 7, 2020

**COUNTY:**

**IN EXECUTION WHEREOF**, the WARREN COUNTY BOARD OF COUNTY COMMISSIONERS has caused this agreement to be executed by David Yang, its President, on the date stated below, pursuant to Resolution No. 20-1050, dated 7/20/20

**WARREN COUNTY  
BOARD OF COUNTY COMMISSIONERS**

SIGNATURE: David Yang

PRINTED NAME: David Yang

TITLE: President

DATE: 7/20/20

Approved as to form:

DAVID P. FORNSHELL  
PROSECUTING ATTORNEY  
WARREN COUNTY, OHIO

By: Adam Nice  
Assistant Prosecutor Adam Nice

## Attachment

### I. CURRENT FEE SCHEDULE

County agrees to pay the Consultant for any work performed under this Agreement upon Written Notice to Proceed. Compensation for labor costs shall be based upon direct employee labor costs times a fixed labor multiplier of 2.55. The fixed labor multiplier represents the total direct employee labor costs, overhead, and consultant profits set at 10% to be paid for this work. Upon request by the County, a detailed breakdown of costs included in the computation of this overhead rate will be submitted. Non-salary direct project expenses, such as mileage, traveling costs, copies, subconsultant costs, etc. are not subject to the above described multiplier. The following are the range of direct employee labor costs to be used for this project:

LABOR CLASSIFICATION	ESTIMATED RANGE OF DIRECT EMPLOYEE LABOR COSTS
Project Manager (P.E.)	\$35.01 – 58.80/Hr
Principal Engineer (P.E.)	\$50.70 – 99.01/Hr
Engineer/Senior Designer	\$25.21 – 51.21/Hr
Survey Project Manager (P.S.)	\$35.01 – 52.87/Hr
Surveyor (P.S.)	\$19.82 – 37.60/Hr
Two-Man Survey Crew	\$42.95 – 59.64/Hr
Survey CAD Technician	\$21.00 – 35.54/Hr
Clerical	\$17.83 – 31.87/Hr
Easements	\$1,200/each

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

### II. REIMBURSABLE EXPENSES SCHEDULE

Local Mileage Reimbursement	Current Federal Reimbursement Rate
Subcontract Services	cost + 10%

AFFIDAVIT OF NON COLLUSION

STATE OF Ohio  
COUNTY OF Warren

I, Nick S. Yeretzian, holding the title and position of Transportation and Infrastructure Group Leader at the firm The Kleingers Group, Inc., affirm that I am authorized to speak on behalf of the company, board directors and owners in setting the price on the contract, bid or proposal. I understand that any misstatements in the following information will be treated as fraudulent concealment of true facts on the submission of the contract, bid or proposal.

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

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

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

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

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

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

Nick Yeretzian

AFFIANT

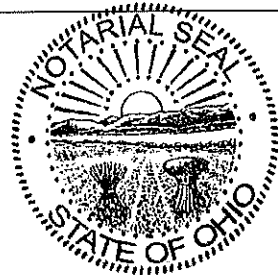
Subscribed and sworn to before me this 7 day of

July 2020

Julie L. Short  
(Notary Public),

Butler County.

My commission expires 4-26 2021



JULIE L. SHORT  
NOTARY PUBLIC  
STATE OF OHIO  
Recorded in  
Butler County  
My Comm. Exp. 4/26/2021



# **Scope of Services**



July 7, 2020

**TASK 1- SURVEY AND BASE MAPPING**

- Research the public records at the Warren County offices and obtain copies of pertinent deeds, plats, and surveys for the area as shown on the attached sketches (Exhibit -A). Easements affecting the subject property, discovered during the normal course of our research, will be identified. **Please note that we do not provide “title examination” services and make no warranty or guarantee that any or all easements, restrictions, encumbrances or other conditions affecting the property will be discovered.** At the client’s request, and for an additional fee to be determined, we may contract with a title examination professional and coordinate an expanded level of research.
- Perform field reconnaissance and locate evidence (monumentation, fences, etc.) of existing boundary lines and corners in sufficient detail to resolve the location of the right of way of SR 22 and 3 Road through analysis of the recovered record and field data.
- Establish horizontal and vertical site control. Horizontal control will be based on Ohio State Plane Coordinates, South Zone (NAD’83). Vertical control will be based on NAVD’88. A minimum of 4 vertical benchmark(s) will be established on or near the site.
- Locate and identify visible physical features (buildings, roads, drives, walks, walls, fences, signs, etc.) within the project limits. Isolated trees (8” and larger) and the perimeter outline of wooded areas will also be located.
- Determine spot elevations of critical features (finish floor levels at door openings, curbs, walks, tops, toes, swales, etc.) and at sufficient intervals throughout the site to develop 1-foot contours.
- Coordinate with Ohio811 to request physical markings and record data. Please note that 811 utility locate requests, relative to mapping and design purposes, may be ignored or result in an incomplete response by the public utility location service.
- Locate field utility markings and visible field evidence (manholes, valves, etc.) of underground utilities.
- Delineate underground utility locations based on a combination of assembled record documents, physical markings, and visible field evidence. **We make no warranty or guarantee that all underground utilities will be detected, nor do we warranty or guarantee the precise location, size or depth of any underground utility.** At the client’s request, and for an additional fee to be determined, we may contract with a private underground locating service and coordinate an enhanced level of Subsurface Utility Engineering (SUE) which may include electromagnetic, geophysical, or other forms of underground utility detection. **Regardless of the method or equipment used to locate underground features, the risk of non-identification or mis-location of buried utilities can only be reduced and not eliminated.**
- Generate a boundary and topographic base map, depicting the above items at an appropriate scale, in AutoCAD format.

**Proposed Not to Exceed Fee: Survey and Base Mapping.....\$10,337**

**TASK 2- DESIGN**

**PRELIMINARY DESIGN PHASE (50% SUBMITTAL)**

The Kleingers Group will prepare preliminary design documents for the installation of the proposed 12-inch water main.

This phase of work includes the following tasks:

- Attend kick-off meeting with project stakeholders\*.
- Perform site visit and photo-document existing conditions.
- Prepare preliminary design (50%) drawings consisting of the components outlined in Table A, as necessary.



- Prepare and submit ODOT MR 505 Permit application.
- Prepare preliminary opinion of probable construction cost estimate.
- Provide preliminary design submittal to The Warren County Water & Sewer Department and affected utility companies.
- Attend one (1) meeting with project stakeholders for coordination and review of plan submission comments, as necessary.

\* Note - For this scope of services, we expect the stakeholders list may include technical and/or management staff from: The Warren County Water & Sewer Department, The Ohio Department of Transportation and affected utility companies.

Deliverable(s) for this phase of work include:

- Electronic (native file and/or PDF) version of preliminary design submittal including design drawings and cost opinion exhibit.
- Copies of paper drawing sets / exhibits, as requested, for stakeholder review / coordination.

#### FINAL DESIGN PHASE (90% SUBMITTAL)

The Kleingers Group will prepare detailed design drawings for stakeholder review based on preliminary design efforts and associated stakeholder comments.

This phase of work includes the following tasks:

- Address preliminary (50%) design review comments from stakeholders and make plan revisions, as necessary.
- Prepare detailed design drawings consisting of the components outlined in Table A, as necessary.
- Prepare final opinion of probable construction cost estimate.
- Provide detailed design (90%) submittal to The Warren County Water & Sewer Department and affected utility companies.
- ODOT MR505 permit application coordination and submittal.
- Attend one (1) meeting with project stakeholders for coordination and review of plan submission comments, as necessary.

Deliverable(s) for this phase of work include:

- Electronic (native file and/or PDF) version of final design submittal including construction drawings, cost opinion exhibit, and engineering calculations (e.g.: drainage design).
- Copies of paper drawing sets / exhibits, as requested, for stakeholder review / coordination.

#### FINAL PHASE (100% SUBMITTAL)

The Kleingers Group will prepare complete / final construction drawings, ready for a public bidding, for the proposed improvements.

This phase of work includes the following tasks:

- Address the final design (90%) review comments and make plan revisions, as necessary.



- Prepare final construction documents (signed / sealed by a PE) for the proposed watermain replacement consisting of the components outlined in Table A, as necessary.
- Revise / update opinion of probable construction cost estimate.
- Prepare the final Ohio EPA permit to install application on behalf of The Warren County Water & Sewer Department.
- Attend one (1) meeting with project stakeholders for coordination and review of plan submission comments prior to submittal of final construction documents, as necessary.
- Submit Final Construction Drawing package to be used for public bidding and construction.
- Submit Final Construction Drawing plan sets to stakeholders for reference / coordination.
- Respond to contractor questions during bidding.

Deliverable(s) for this phase of work include:

- Full-sized (22x34) plan sets to stakeholders (Up to 4 sets)
- Reduced (11x17) plan sets to stakeholders (Up to 10 sets)
- Final Opinion of Probably Construction Cost
- Electronic (native file and/or PDF) version of final document deliverables listed above.

**Proposed Not to Exceed Fee: Design.....\$61,228.**

**TASK 4- CONSTRUCTION SERVICES**

- The Kleingers Group will perform the necessary field survey work required for the preparation of the as built drawings showing changes made during construction and will update the CAD files based on marked up prints and drawings made available by the County and, provide a set of reproducible Mylar and electronic copies to the County.

**Proposed Not to Exceed Fee: Construction Services .....\$2,187**

**TASK 5- EASEMENTS**

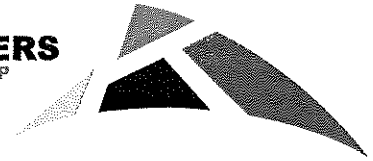
**Proposed Not to Exceed Fee: Easements \$750/Each**

**Total of 2 easements for a total of .....\$1,500**



## Summary of Fees

ID	Scope Description	Fee
1	Task 1- Survey and base mapping	\$10,337
2	Task 2- Design	\$61,228
3	NA	
4	Task 4- Construction services	\$2,187
	Easements (total of 2 @ \$750 ea)	\$1,500
	<b>Total</b>	<b>\$75,252</b>



## A: Drawing Set Submittal / Deliverable Components

Component	Preliminary Ph. (50% Submittal)	Final Design Ph (90% Submittal)	Final Ph. (100% Submittal)
Title sheet	<input type="radio"/>	<input checked="" type="radio"/>	<input checked="" type="radio"/>
General notes and details	<input type="radio"/>	<input checked="" type="radio"/>	<input checked="" type="radio"/>
Summary of quantities (for line item bidding)	<input type="radio"/>	<input checked="" type="radio"/>	<input checked="" type="radio"/>
Maintenance of traffic notes	<input type="radio"/>	<input checked="" type="radio"/>	<input checked="" type="radio"/>
Maintenance of traffic plans and details	<input type="radio"/>	<input checked="" type="radio"/>	<input checked="" type="radio"/>
Plan and profile sheets (at 1"=20' H, 1"=5' V)	<input type="radio"/>	<input checked="" type="radio"/>	<input checked="" type="radio"/>
Cross sections (at 1"=10' H, 1"=5' V) at 50-ft intervals	<input type="radio"/>	<input checked="" type="radio"/>	<input checked="" type="radio"/>
Opinion of probable construction cost estimate	<input type="radio"/>	<input checked="" type="radio"/>	<input checked="" type="radio"/>
ODOT MR505 Permit Application			<input checked="" type="radio"/>
Easement documents			
As built documents			

**Legend:**     Preliminary     Detailed     Final



## Expenses

- Routine non-labor expenses are included in the proposed fees outlined in the Scope of Services.
- Routine non-labor expenses will be billed to the Client as reimbursable costs within the allowance outlined in the Scope of Services at a rate equal to 110% of the actual direct cost.

Routine non-labor expenses include printing of deliverables outlined in the Scope of Service, typical client meeting materials, routine copies, mileage to and from project sites and Client's office(s), normal field supplies, and other similar consumables used during regular business activities.

If special, project-specific consumables or tools are needed to complete this project, we reserve the right to charge those costs to the Client as reimbursable costs at a rate equal to 110% of the actual direct cost.

## Schedule

Refer to the attached project design schedule.

If there are specific milestones or timeframe requirements about which we are unaware, please contact us so that we can discuss accommodating those requirements.

Please understand that the schedule / anticipated timeframe is based on a presumed authorization date and also the presumption that jurisdictional, client, and other needed third-party review times will be typical. A delay in authorization to proceed, extended review times, or excessive agency comments may affect the schedule negatively. Scheduling of some services is dependent on weather and conditions not conducive to performing those services may also affect the schedule negatively.



## Clarifications and Assumptions

Upfront communication about project requirements and goals with you, our Client, is very important to us.

Often times, some aspects of the project requirements and conditions are not fully known prior to us providing a scope and fee proposal. Stating assumptions within the Proposal helps us refine the Scope of Services and better associate appropriate and reasonable fees for the Project. The assumptions may or may not match the actual project requirements and conditions which may only become apparent throughout the course of the project or even after the project is complete; however identifying the conditions for which this Proposal is valid helps to provide and shared understanding about the conditions for which this Scope of Services and associated fees are valid. Please let us know if you feel any of the Clarifications or Assumptions do not match your expectations so we may revise the Proposal to better suit your needs.

We recognize that minor revisions to drawings and other project documents are normal and synonymous to the production of any project. Should major revisions or out of scope conditions arise, you will be notified of the need for additional services and anticipated additional fees before we proceed forward with additional work.

For the purposes of this proposal we are making the following assumptions:

- The scope of work does not include a geotechnical investigation for the installation of the water main.
- The scope of work does not include environmental assessment or investigation for presence or absence of wetlands or the preparation of permitting applications (if needed).
- It is our understanding that the roadway contractor will prepare a Storm Water Pollution Prevention Plan (SWPPP) per ODOT 832 supplemental specifications. The Kleingers Group, working with the project construction administrator staff, can apply for a Notice-of-Intent permit with the OEPA prior to construction.
- Review fees and permit application fees, if applicable, are not included in this proposal. It is our understanding that The Warren County Water & Sewer Department will be providing the fee for the OEPA permit to install. The Kleingers Group will prepare the application.
- The scope of work does not include the design of public or private utilities, excluding the proposed water main, beyond utility coordination.
- The scope of work does not include the preparation of bid documents, construction observation and/or construction administration. The Kleingers Group can provide this service if needed.



Task	Personnel / Estimated Hours										Direct Labor Cost										Overhead Cost @	Direct Costs	Net Fee	Total Cost Plus Net Fee	
	Project Manager	Principal Engineer	Senior Engineer	Survey Design Engineer	Survey Project Manager	Surveyor	Two-Man Survey	CAD Technlci	Clerical	Total Hours	Project Manager	Principle Engineer	Engineer	Senior Design Engineer	Survey Project Manager	Surveyor	Two-Man Survey Crew	Survey CAD Technician	Clerical	Labor Cost					
	@	@	@	@	@	@	@	@	@	\$65.00	\$40.00	\$37.00	\$30.00	\$55.00	\$35.00	\$55.00	\$25.00	\$18.00	\$18.00	\$18.00					
<b>Task 1-Survey &amp; Base Mapping</b>	0	0	0	0	8	18	44	23	0	93	\$0	\$0	\$0	\$0	\$440	\$630	\$2,420	\$575	\$0	\$4,065	\$5,332	\$0	\$0	\$940	\$10,337
Field work	0	0	0	0	0	0	0	0	0	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Sub Task	0	0	0	0	0	0	0	0	0	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>Task 1-Survey &amp; Base Mapping</b>	0	0	0	0	8	18	44	23	0	93	\$ -	\$ -	\$ -	\$ -	\$ 440.00	\$ 630.00	\$ 2,420.00	\$ 575.00	\$ -	\$ 4,065.00	\$ 5,332.00	\$ -	\$ -	\$ 940.00	\$ 10,337.00
<b>Task 2-Design</b>																									
<i>Preliminary Design (50% Submittal)</i>																									
Kick-off meeting	2	0	0	2	0	0	0	0	1	5	\$130	\$0	\$0	\$60	\$0	\$0	\$0	\$0	\$18	\$208	\$273	\$0	\$48	\$529	
Title sheet	0	0	1	1	0	0	0	0	0	2	\$0	\$0	\$37	\$30	\$0	\$0	\$0	\$0	\$0	\$67	\$38	\$0	\$16	\$171	
Schematic layout	1	0	1	4	0	1	0	0	0	7	\$65	\$0	\$37	\$120	\$0	\$35	\$0	\$0	\$0	\$257	\$337	\$0	\$59	\$653	
General notes and details	1	0	5	8	0	0	0	0	0	15	\$65	\$0	\$222	\$240	\$0	\$0	\$0	\$0	\$0	\$527	\$691	\$0	\$122	\$1,340	
Maintenance of traffic notes	1	0	4	6	0	0	0	0	0	11	\$65	\$0	\$148	\$180	\$0	\$0	\$0	\$0	\$0	\$395	\$616	\$0	\$91	\$1,000	
Maintenance of traffic plans (Crossings)	1	0	4	12	0	0	0	0	0	17	\$65	\$0	\$148	\$360	\$0	\$0	\$0	\$0	\$0	\$573	\$752	\$0	\$133	\$1,458	
Plan profile sheets	8	0	40	86	0	0	0	0	0	134	\$520	\$0	\$1,480	\$2,580	\$0	\$0	\$0	\$0	\$4,580	\$6,008	\$0	\$1,059	\$11,647		
Cross sections	4	0	32	48	0	0	0	0	0	64	\$260	\$0	\$1,184	\$1,440	\$0	\$0	\$0	\$0	\$2,884	\$3,783	\$0	\$667	\$7,334		
Over the shoulder submittal/meeting	6	0	4	8	0	0	0	0	1	19	\$390	\$0	\$148	\$240	\$0	\$0	\$0	\$18	\$796	\$1,044	\$0	\$184	\$2,024		
Prepare preliminary opinion of cost estimate	1	0	0	6	0	0	0	0	0	7	\$65	\$0	\$0	\$180	\$0	\$0	\$0	\$0	\$245	\$321	\$0	\$57	\$623		
Utility coordination	4	0	12	10	0	0	0	0	8	34	\$260	\$0	\$444	\$300	\$0	\$0	\$0	\$0	\$144	\$1,148	\$1,506	\$0	\$2,655		
Prepare ODOT MR505 permit application and submit	2	0	4	4	0	0	0	0	0	10	\$130	\$0	\$148	\$120	\$0	\$0	\$0	\$0	\$0	\$398	\$522	\$0	\$92		
Meet with Warren County Water & Sewer Dept.	2	0	0	2	0	0	0	0	1	5	\$130	\$0	\$0	\$60	\$0	\$0	\$0	\$0	\$18	\$208	\$273	\$0	\$48		
<i>Final Design (90% Submittal)</i>																									
Address 90% submittal review comments	8	2	10	28	0	0	0	0	0	48	\$520	\$80	\$370	\$840	\$0	\$0	\$0	\$0	\$1,810	\$2,374	\$0	\$418	\$4,602		
Update title sheet	0	0	2	0	0	0	0	0	0	2	\$0	\$0	\$74	\$0	\$0	\$0	\$0	\$0	\$74	\$97	\$0	\$17	\$188		
Update schematic layout	0	0	1	0	0	1	0	0	0	2	\$0	\$0	\$37	\$0	\$0	\$35	\$0	\$0	\$0	\$72	\$94	\$0	\$163		
Update general notes and details	1	0	4	4	0	0	0	0	0	9	\$65	\$0	\$148	\$120	\$0	\$0	\$0	\$0	\$333	\$437	\$0	\$77	\$847		
Update maintenance of traffic notes	1	0	4	6	0	0	0	0	0	11	\$65	\$0	\$148	\$180	\$0	\$0	\$0	\$0	\$393	\$516	\$0	\$91	\$1,000		
Update maintenance of traffic plans (Crossings)	1	0	6	16	0	0	0	0	0	23	\$65	\$0	\$222	\$480	\$0	\$0	\$0	\$0	\$767	\$1,006	\$0	\$177	\$1,850		
Complete plan profile sheets	8	0	12	24	0	0	0	0	0	44	\$520	\$0	\$444	\$720	\$0	\$0	\$0	\$0	\$1,684	\$2,209	\$0	\$386	\$4,282		
Complete cross sections	8	0	12	18	0	0	0	0	0	38	\$520	\$0	\$444	\$540	\$0	\$0	\$0	\$0	\$1,504	\$1,973	\$0	\$348	\$3,825		
Update preliminary opinion of cost estimate	8	0	4	16	0	0	0	0	0	28	\$260	\$0	\$148	\$480	\$0	\$0	\$0	\$0	\$1,148	\$1,506	\$0	\$265	\$2,919		
Utility coordination	4	0	6	8	0	0	0	0	4	22	\$260	\$0	\$222	\$240	\$0	\$0	\$0	\$72	\$794	\$1,042	\$0	\$184	\$2,020		
ODOT MR505 permit coordination	4	0	6	8	0	0	0	0	0	18	\$260	\$0	\$222	\$240	\$0	\$0	\$0	\$0	\$722	\$947	\$0	\$167	\$1,836		
Meet with Warren County Water & Sewer Dept.	2	0	0	2	0	0	0	0	1	5	\$130	\$0	\$0	\$60	\$0	\$0	\$0	\$0	\$18	\$208	\$273	\$0	\$48		
<i>Final Phase (100% Submittal)</i>																									
Address 100% submittal review comments	4	1	12	16	0	0	0	0	0	33	\$260	\$40	\$444	\$480	\$0	\$0	\$0	\$0	\$1,224	\$1,606	\$0	\$283	\$3,113		
Update plans, as necessary for a final submittal	4	0	6	10	0	0	0	0	0	20	\$260	\$0	\$222	\$300	\$0	\$0	\$0	\$0	\$782	\$1,025	\$0	\$181	\$1,989		
Update opinion of probable construction cost estimate	1	0	0	2	0	0	0	0	0	3	\$65	\$0	\$0	\$60	\$0	\$0	\$0	\$0	\$125	\$164	\$0	\$29	\$318		
Update PTI application, as needed and submit	1	0	0	2	0	0	0	0	0	3	\$65	\$0	\$0	\$60	\$0	\$0	\$0	\$0	\$125	\$164	\$0	\$29	\$318		
Submit plans to stakeholders, including utilities	1	0	0	0	0	0	0	0	4	5	\$65	\$0	\$0	\$0	\$0	\$0	\$0	\$72	\$137	\$180	\$0	\$32	\$349		
Misc. Expenses																						\$250	\$0	\$250	
<b>Task 2-Design</b>	87	3	193	355	0	2	0	0	19	659	\$5,655.00	\$ 120.00	\$ 7,141.00	\$10,650.00	\$ -	\$ 70.00	\$ -	\$ -	\$342.00	\$23,978.00	\$ 31,455.00	\$ 250.00	\$5,545.00	\$ 61,228.00	
<b>Task-4 Construction Services</b>																									
Waterline as built	0	0	0	0	4	0	8	8	0	20	\$0	\$0	\$0	\$0	\$220	\$0	\$440	\$200	\$0	\$860	\$1,128	\$0	\$199	\$2,187	
Sub Task	0	0	0	0	0	0	0	0	0	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
<b>Task-4 Construction Services</b>	0	0	0	0	4	0	8	8	0	20	\$ -	\$ -	\$ -	\$ -	\$ 220.00	\$ -	\$ 440.00	\$ 200.00	\$ -	\$ 860.00	\$ 1,128.00	\$ -	\$ 199.00	\$ 2,187.00	
<b>Grand Total not to-exceed fee</b>	87	3	193	355	12	20	52	31	19	772	\$ 5,655	\$ 120	\$ 7,141	\$ 10,650	\$ 660	\$ 700	\$ 2,860	\$ 775	\$ 342	\$ 28,903	\$ 37,915	\$ 250	\$ 6,884	\$ 73,752	

Task 5- Easements  
 Prepare Waterline Easement exhibits and legal descriptions \$750 Each  
 Total of 2 parcels \$1,500 Total

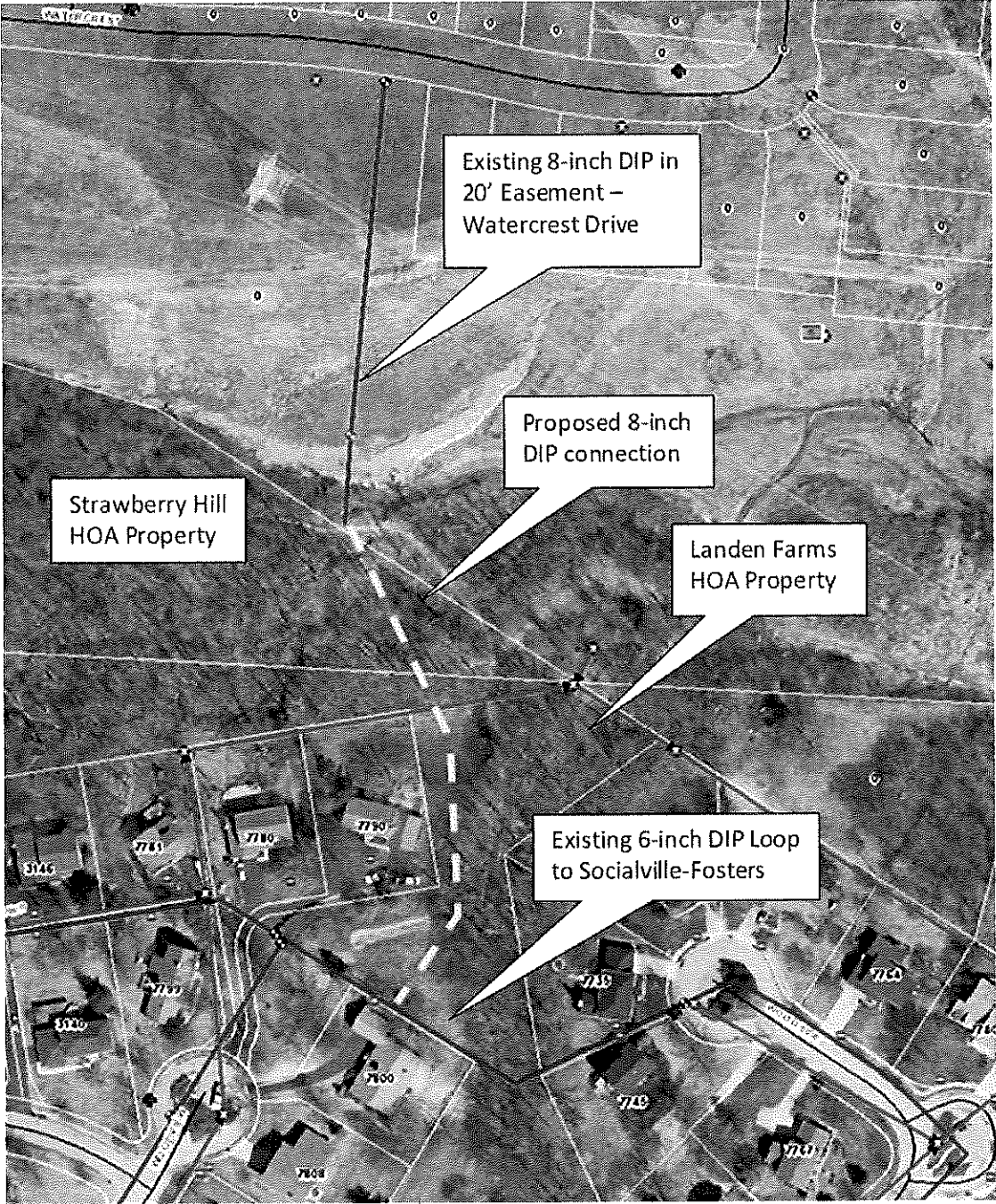
# Exhibit -A

- Water Main Replacement along State Route 22 & 3.
- Approximately 500 feet of new 8-in water line from the new stub off Watercrest Drive to the existing 6-inch line along Woodview and Wood Drive.
- Approximately 700-ft of existing water line along Farm Field Drive



**FIGURE 3**  
**State Route 22&3**  
**Water Main Replacement**





Existing 8-inch DIP in  
20' Easement –  
Watercrest Drive

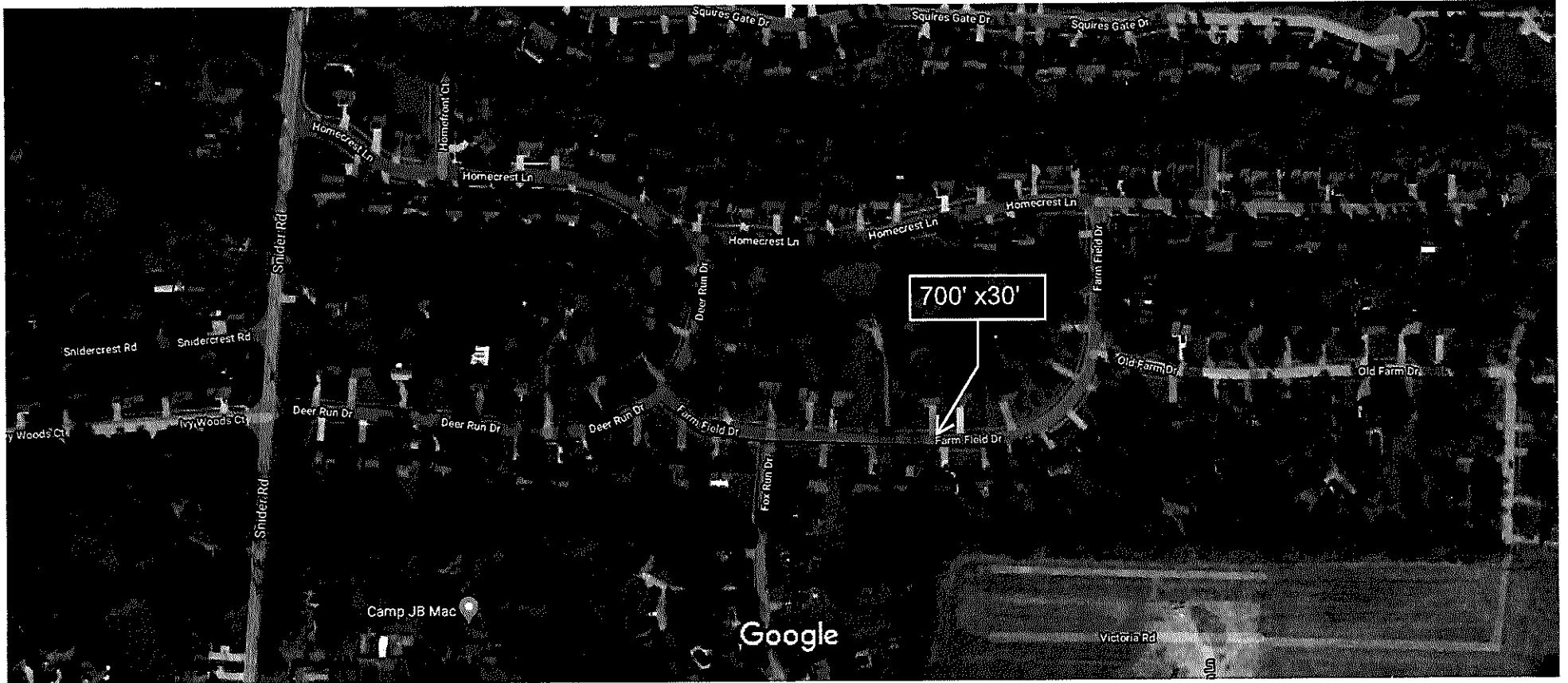
Proposed 8-inch  
DIP connection

Strawberry Hill  
HOA Property

Landen Farms  
HOA Property

Existing 6-inch DIP Loop  
to Socialville-Fosters

Google Maps



-QEKIY 1E1EVB0RSPSKMIW 9 7 3]S976K6ACEZM0V%KHFEG]HEXE K J.Y

situated in Mason, OH. limits run from Deer Run Dr, approximately 700' along south side of road from C/L to South R/W

# **Proposed Schedule**

State Route 22 & 3 Water Line Replacement  
 Proposed Schedule (2022 Construction)  
 Warren County Water & Sewer Department  
 June 5, 2020

ID	Task Name	Duration	Start	Finish	Precedence	Month											
						June	July	August	September	October	November	December					
1	Authorization to Begin Work	0 days	Wed 7/1/20	Wed 7/1/20													
2	Topographic Field Survey & Base Mapping	15 days	Wed 7/1/20	Tue 7/21/20	1												
3	Kick-off Meeting with Warren County Water & Sewer Department & Stakeholders	0 days	Wed 7/1/20	Wed 7/1/20													
4	Gather Topographic Field Survey	5 days	Wed 7/1/20	Tue 7/7/20													
5	Preparation of Base Map	10 days	Wed 7/8/20	Tue 7/21/20	4												
6	Preliminary Design (50% Submittal)	45 days	Wed 7/22/20	Tue 9/22/20	4												
7	Prepare "Over The Shoulder Review (OTSR)" Submittals to County & Stakeholders	20 days	Wed 7/22/20	Tue 8/18/20	5												
8	Preparation of the Preliminary Design Package and OTSR Submittals	10 days	Wed 8/19/20	Tue 9/1/20	7												
9	Preliminary Design Submittal	0 days	Tue 9/1/20	Tue 9/1/20	6												
10	County and Stakeholder Review Preliminary Design Submittal	15 days	Wed 9/2/20	Tue 9/22/20	9												
11	Final Construction Documents (90% Submittal)	40 days	Wed 9/23/20	Tue 11/17/20													
12	Address 50% Review Comments	10 days	Wed 9/23/20	Tue 10/6/20	10												
13	Submit to County & stakeholders for Final Review & Approval	0 days	Tue 10/6/20	Tue 10/6/20	12												
14	County Review of Final Revised Documents	15 days	Wed 10/7/20	Tue 10/27/20	13												
15	Prepare easement exhibits and descriptions	15 days	Wed 10/28/20	Tue 11/17/20	14												
16	Prepare Final Construction Documents (100% Submittal)	10 days	Wed 10/28/20	Tue 11/10/20	14												
17	Submit for County review and make final revisions, as needed	0 days	Tue 11/10/20	Tue 11/10/20	16												
18	Obtain Signatures	2 days	Wed 11/11/20	Thu 11/12/20	17												
19	Submit Final Construction Documents (Ready For Public Bidding)	0 days	Thu 11/12/20	Thu 11/12/20	18												





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

# Resolution

Number 20-1059

Adopted Date July 28, 2020

AUTHORIZE THE PRESIDENT OF THE BOARD OF WARREN COUNTY COMMISSIONERS TO ENTER INTO A PURCHASE ORDER AND MAINTENANCE AGREEMENT WITH QUADIENT, INC (FORMERLY NEOPOST, INC.) ON BEHALF OF THE WARREN COUNTY WATER AND SEWER DEPARTMENT'S FOR THE PURCHASE OF AN OMATION 410 ENVELOPE OPENER

BE IT RESOLVED, to approve and authorize the president of the Board of Warren County Commissioners to enter into a Purchase Order and Maintenance Agreement with Quadient, Inc., (Formerly Neopost Inc.) on behalf of the Warren County Water and Sewer Department's for the purchase of an Ovation 410 Envelope Opener, copy of said purchase order and maintenance agreement attached hereto and made a part hereof.

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

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

Resolution adopted this 28<sup>th</sup> day of July 2020.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

mbz

cc: c/a—Quadient, Inc.  
Water/Sewer (file)



**Customer**

Organization	Warren County Board of Commissioners		
DBA	Warren County Dept of Water and Sewer		
Address	406 Justice Dr		
City State Zip	Lebanon	OH	45036
Phone	(513) 695-1250	Fax	

**Purchase Order - Purchase**

NASPO/ValuePoint Contract #: ADSP0 16-169901  
 and / or  
 State Participating Addendum (PA) #:  
 #GPC016 RS902318 (OH)

**Vendor**

Company Name	Neopost USA Inc.	FEDERAL ID#	94-2388882
Attention	Government Sales	DUNS#	080708241
Address	478 Wheelers Farms Rd		
City State Zip	Millford	CT	06461
Phone	(203) 301-3400	Fax	(203) 301-2600

**Ship To**

Organization	Warren County Dept of Water and Sewer		
Attention	Michael Zeiher		
Address	406 Justice Dr		
City State Zip	Lebanon	OH	45036-2385
Phone	(513) 695-1642	Email	michael.zeiher@co.warren.oh.us

P.O. Number	P.O. Date	Requisitioner	Shipped Via	F.O.B. Point
			Ground	Destination

**Products**

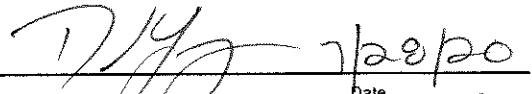
QTY	Product ID	Description	Unit Price	Total
1	IM-410	Omaton 410 Envelopener	\$9,629.00	\$9,629.00
			<b>Grand Total</b>	<b>\$9,629.00</b>

Delivery, installation, and operator training are included at no charge for the above products.


**Related Services**

Equipment Maintenance (on site)	First Year Free. Invoicing commences in year two	Years	\$1,392.00	Annual Invoicing
---------------------------------	--	-------	------------	------------------

- Order is governed under the terms and conditions of the NASPO/ValuePoint Master Price Agreement Contract Number ADSP016-169901. Enter this order in accordance with the prices, terms, delivery method, and specifications listed above.
- Payments will be sent to:  
 Neopost USA, Inc.  
 Dept 3689  
 PO Box 123689  
 Dallas TX 75312-3689
- Send all correspondence to:  
 Neopost USA, Inc.  
 478 Wheelers Farms Rd  
 Millford CT 06461

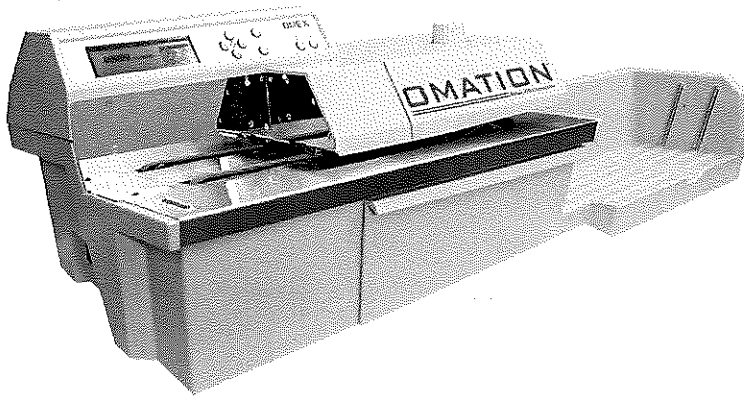
  
 \_\_\_\_\_  
 Authorized by Date  
 David Young President  
 Print Name Title

**APPROVED AS TO FORM**

  
 \_\_\_\_\_  
 Adam M. Nice  
 Asst. Prosecuting Attorney



## Product Overview



### IM-410 MAIL OPENER

An automated mail opening solution with milling cutter technology

#### Key Capabilities

- Self-adjusting feeder handles stacks of mixed-size mail and envelopes as thick as 4.8mm
- Process various envelope types, including flats and rigid overnight packs
- Proven milling cutter technology protects envelope contents from being sliced or damaged
- By removing chips as small as 0.01", processed envelopes have soft, feathered-edge opening
- 3 cut-depths for optimal opening of thicker mail pieces plus a no-cut setting for piece counting
- 5.5" display provides user-friendly access to job functions, settings and digital counter
- Operational efficiency of up to 400 opened envelopes per minute
- Opens up to 3,500 envelopes before the chip tray must be emptied
- Inkjet printing of receipt info onto envelopes such as date/time audit trails or sequence numbers
- Adjustable output tray accommodates both letters and large envelopes



## Financial Considerations

### Product Summary

- New Model: IM-410
  - Ovation 410 Envelopener
- Product and Pricing is based off of the Neopost/Quadiant NASPO State of Ohio pricing
  - NASPO Contract ADSP016-169901
  - State Contract GPC016 RS902318
  - Purchase price includes IM-410, shipping, delivery, installation, training, and maintenance for first year.

### Cost Summary Purchase

### Valid Until:

01

Purchase

\$9,629.00

02

Freight, delivery & installation

Included

**Total Investment**

**\$9,629.00**



# Financial Considerations

## Product Summary

- New Model: IM-410
  - Omaton 410 Envelopener
- Product and Pricing is based off of the Neopost/Quadient NASPO State of Ohio pricing
  - NASPO Contract ADSPO16-169901
  - State Contract GPC016 RS902318
  - Maintenance – 1<sup>st</sup> year free. 2<sup>nd</sup> year \$1,392.00.

## Cost Summary Purchase

## Valid Until:

01 Purchase – Maintenance agreement

\$1,392.00

**Annual Investment Starting Year 2**

**\$1,392.00**



**MAILROOM EQUIPMENT, SUPPLIES & MAINTENANCE**

Led by the State of Arizona

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Master Agreement #: ADSP016-169901

Contractor: **NEOPOST USA INC.**

Participating Entity: **STATE OF OHIO**

The following products or services are included in this contract portfolio:

- *All products and accessories listed on the Contractor page of the NASPO ValuePoint website.*

*Postage Meter Rental  
Mailing Systems-Ultra Low, Low, Medium, High, Production Volume  
Integrated Postal Scales  
Letter Openers-Low, High Volume  
Letter Folders-Low, High Volume  
Folder-Inserters-Low, Medium, High, Production Volume  
Envelope Addressing System-Low, Medium, High, Production Volume  
Tabbers-Low, Medium, High Volume  
Extractors  
Mail Furniture  
Software License & Subscription*

**APPROVED AS TO FORM**

A handwritten signature in black ink, appearing to read "Adam M. Nice", written over a horizontal line.

**Adam M. Nice**

**Asst. Prosecuting Attorney**

The following products or services are not included in this agreement:

*Software License & Subscription (to be included at a later time)*

**Master Agreement Terms and Conditions:**

1. **Scope:** This addendum covers the *Mailroom Equipment, Supplies & Maintenance* led by the State of **Arizona** for use by state agencies and other entities located in the Participating State *[or State Entity]* authorized by that State's statutes to utilize State contracts with the prior approval of the State's Chief Procurement Official. The Master Agreement, ADSP0-169901 together with all its attachments and exhibits are hereby incorporated into this Participating Addendum.
2. **Contract Term:** The term of this Participating Addendum will be effective upon the final execution date by the Participating State and co-terminus with the Master Agreement term unless otherwise cancelled or terminated as set forth in this Participating Addendum by the Participating State. A Purchasing Entity may lease Products under this Participating Addendum by issuance of an Order. The Order shall survive the termination of this Participating Addendum and the Master Agreement. Upon the Purchasing Entity's



**MAILROOM EQUIPMENT, SUPPLIES & MAINTENANCE**

Led by the State of Arizona

acceptance of any required delivery or Acceptance Testing, the Acceptance Testing period shall end.

3. Participation: This NASPO ValuePoint Master Agreement may be used by all state agencies, institutions of higher institution, political subdivisions and other entities authorized to use statewide contracts in the State of *Ohio*. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

4. Primary Contacts: The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor

Name:	Ed Jackson
Address:	Neopost USA, Inc. 478 Wheelers Farms Rd. Milford, CT 06461
Telephone:	(614) 956-6381
Fax:	(203) 301-2821
Email:	e.jackson@neopost.com

Participating Entity

Name:	Nicole Erb
Address:	4200 Surface Road, Columbus, OH 43228
Telephone:	(614) 466-3461
Fax:	(614) 485-1056
Email:	Nicole.erb@das.ohio.gov

**5. PARTICIPATING ENTITY MODIFICATIONS OR ADDITIONS TO THE MASTER AGREEMENT**

These modifications or additions apply only to actions and relationships within the Participating Entity.

Participating Entity must check one of the boxes below.

No changes to the terms and conditions of the Master Agreement are required.



**MAILROOM EQUIPMENT, SUPPLIES &  
MAINTENANCE**

Led by the State of Arizona

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[X] The following changes are modifying or supplementing the Master Agreement terms and conditions.

AMENDMENTS TO CONTRACT TERMS AND CONDITIONS: The following Amendments to the Contract Terms and Conditions do hereby become a part hereof. In the event that an amendment conflicts with the GPC Contract Terms and Conditions or Master Lease Agreement, the Amendment will prevail. The State of Ohio Group Purchasing Standard Contract Terms and Conditions become part of this contract and will be considered primary over the Master Agreement terms and conditions.

CONTRACTOR REVENUE SHARE: The Contractor must pay the Department of Administrative Services (DAS) a revenue share of the sales transacted under this contract. The Contractor must remit the revenue share in U.S. dollars within thirty (30) days after the end of the quarterly sales reporting period. The revenue share equals 0.75% of the total quarterly sales reported. Contractors must include the revenue share in their prices. The revenue share is included in the award price(s) and reflected in the total amount charged to ordering agencies which includes both state agencies and political subdivisions using this Contract.

6. Lease Agreements: Leasing shall be made available under this agreement. All Agencies should use the applicable exhibits of the State of Ohio Department of Administrative Services Master Lease Agreement to execute the leasing agreement. The termination or expiration of the Master Agreement or this PA shall in no way relieve any individual entity from its obligations to any product leases or postage meter rental agreements that were entered prior to the date of any such termination.
  
7. Subcontractors: All contactors, dealers, and resellers authorized in the State of *Ohio* as shown on the dedicated Contractor (cooperative contract) website, are approved to provide sales and service support to participants in the NASPO ValuePoint Master Agreement. The contractor's dealer participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement.
  
8. Orders: Any order placed by a Participating Entity or Purchasing Entity for a product and/or service available from this Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement unless the parties to the order agree in writing that another contract or agreement applies to such order.

All purchase orders issued by purchasing entities within the jurisdiction of this Addendum must include the following (1) Mandatory Language "PO is subject to Ohio Contract #GPC016 RS902318 " (2) Your Name, Address, Contact and Phone Number.



**MAILROOM EQUIPMENT, SUPPLIES &  
MAINTENANCE**

Led by the State of Arizona

- 
9. Invoice Requirements: The Contractor must submit an original invoice to the office designated in the purchase order as the "bill to" address. To be a proper invoice, the invoice must include the following information:
- a. The Purchase order number authorizing the delivery of products or services.
  - b. A description of what the Contractor delivered, including, as applicable, the time period, unit price, quantity, and total price of the products and services. If an authorized dealer has fulfilled the purchase order, then the dealer's information should be supplied in lieu of the Contractor's information.
10. Insurance: Automobile and General Liability Insurance. During the term of the Contract and any renewal thereto, the Contractor, and any agent of the Contractor, as its sole cost and expense shall maintain a policy of Automobile Liability Insurance in accordance with the State and Federal laws, unless otherwise states. In addition, Contractor shall carry Commercial General Liability Insurance coverage with a \$1,000,000 annual aggregate and a \$500,000 per occurrence limit for bodily injury, personal injury, wrongful death and property damage. The defense cost shall be outside the policy limits. Such policy shall designate the State of Ohio as an Additional Insured, as its interest may appear. The policy shall also be endorsed to include a blanket waiver of subrogation and a statement that the Contractor's commercial general liability insurance shall be primary over any other coverage. Umbrella/excess liability insurance may be used to meet the required limits and the coverage must follow form. DAS-Procurement Services reserves the right to approve all levels of self-insured retention-captive insurance programs and may require the Contractor to have their policy(ies) endorsed to reflect per project / per location general aggregate limits.



If no submitted with the Bidder's response, copies of the respective insurance certificates shall be filed with DAS-Procurement Services within seven (7) calendar days after notification. Failure to submit the insurance certificates within this time period may result in the bidder being deemed not responsive. Said certificates are subject to the approval of DAS and shall contain a clause or endorsement within a reasonable timeframe with a written notice of cancellation, non-renewal or decrease in coverage will be given to DAS. Failure of the Contractor to maintain this coverage for the duration of the Contract, and any renewals thereto, may be considered as default. All insuring companies shall have and maintain at least an A- (Excellent) rating from A.M. Best unless otherwise approved by DAS.





**MAILROOM EQUIPMENT, SUPPLIES & MAINTENANCE**  
 Led by the State of Arizona

IN WITNESS, WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

Participating Entity:	Contractor: Neopost USA Inc.
Signature: 	Signature: 
Name: Kelly M. Sanders	Name: Kevin O'Connor
Title: Chief Procurement Officer	Title: VP Marketing
Date: 10/11/17	Date: 10/11/2017

*[Additional signatures may be added if required by the Participating Entity]*

For questions on executing a participating addendum, please contact:

NASPO ValuePoint

Cooperative Development Coordinator:	Ted Fosket
Telephone:	(907) 723-3360
Email:	tfosket@naspovaluepoint.org

***[Please email fully executed PDF copy of this document to***  
***PA@naspovaluepoint.org***  
***to support documentation of participation and posting in appropriate data bases.]***



## PRODUCT PURCHASE AGREEMENT

In this Product Purchase Agreement (the "Purchase Agreement"), the words "You" and "Your" mean the entity that is the Customer identified on the Product Purchase Agreement order form ("Order Form"). "We," "Us" and "Our" mean the seller, Neopost USA Inc. ("Neopost").

**1. Purchase of Products.** You agree to purchase from Us the hardware products, software licenses and services listed on the Order Form, together with all existing accessories, attachments, replacements, and additions (collectively the "Products") upon the terms stated herein. For the avoidance of doubt, postage meters for use in mailing machines are excluded from the definition of Products. This Purchase Agreement is binding on You as of the date You sign it. This Purchase Agreement is not binding on Us until We sign it or until the Products are shipped, whichever happens first.

**2. Payment Terms.** You promise to pay to Us the amounts shown on the Order Form, plus all other amounts stated herein. Payment is due thirty (30) days after the date of Our invoice. We may charge You interest on any unpaid amounts at the lesser of eighteen percent (18%) per year or the maximum amount permitted by law. In addition, if any check is dishonored, You shall pay Us Our then-current fee for checks returned unpaid.

**3. Shipping; Delivery; and Security Interest.** Products shall be shipped from Our shipping dock, freight collect to the Installation Address specified on the Order Form or, if no such location is specified, to Your Billing Address. Your acceptance of the Products occurs upon delivery of the Products. Title and risk of loss shall pass to You upon delivery to the first common carrier. You will pay all costs relating to transportation, delivery, duties, and insurance. You hereby grant to Us a purchase money security interest covering each shipment of Products made hereunder (and any proceeds thereof) in the amount of Our invoice until payment in full is received by Us.

**4. Warranty.** We warrant that the Products shall be free from defects in material and workmanship for ninety (90) days after delivery.

**5. Taxes.** You agree to pay for all applicable taxes related to the sale of any Products and, if applicable, the rental of any postage meter, as well as any taxes applicable to Your possession, and/or use of the Products. Furthermore, You agree to pay the applicable fee to cover Our expenses associated with the administration, billing, and tracking of such charges and taxes.

**6. Disclaimer of Warranties.** EXCEPT AS EXPRESSLY STATED HEREIN, WE MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, REGARDING ANY MATTER WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, THE SUITABILITY OF THE PRODUCTS, POSTAGE METER, SOFTWARE, HARDWARE, OR SERVICE, OR THEIR CONDITION, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, FREEDOM FROM INFRINGEMENT, OR OTHERWISE.

**7. Limitation of Liability.** IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY KIND ARISING OUT OF, OR IN CONNECTION WITH THIS AGREEMENT, WHETHER OR NOT SUCH PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. NOTWITHSTANDING ANY OTHER PROVISION OF THIS PURCHASE AGREEMENT, EXCEPT FOR DIRECT DAMAGES RESULTING FROM PERSONAL INJURY OR DAMAGE TO TANGIBLE PROPERTY CAUSED BY OUR GROSS

NEGLIGENCE OR WILLFUL MISCONDUCT, THE MAXIMUM OUR LIABILITY TO YOU FOR DAMAGES HEREUNDER SHALL NOT EXCEED THE TOTAL OF THE AMOUNTS PAID TO US HEREUNDER BY YOU.

**8. Assignment.** No right or interest in this Purchase Agreement may be assigned by You, without Our prior written consent.

**9. Notice.** All notices, requests and other communications hereunder shall be in writing, and shall be addressed to You or Us, as applicable and shall be considered given when: (i) delivered personally, or (ii) sent by commercial overnight courier with written verification receipt.

**10. Integration.** This Purchase Agreement represents the final and only agreement between You and Us regarding Your purchase of the Products. There are no unwritten oral agreements between You and Us. This Purchase Agreement can be changed only by a signed, written agreement between You and Us.

**11. Severability.** In the event any provision of this Purchase Agreement shall be deemed to be invalid, illegal or unenforceable; the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The parties agree to replace any invalid provision with a valid provision, which most closely approximates the intent and economic effect of the invalid provision.

**12. Waiver or Delay.** A waiver of any default hereunder or of any term or condition of this Purchase Agreement shall not be deemed to be a continuing waiver or a waiver of any other default or any other term or condition, but shall apply solely to the instance to which such waiver is directed. We may accept late payments, partial payments, checks, or money orders marked "payment in full," or with a similar notation, without compromising any rights under this Purchase Agreement.

**13. Choice of Law; Venue; and Attorney's Fees.** This Purchase Agreement shall be governed under the laws of the State of Connecticut, without regard to conflicts of law, and jurisdiction shall lie exclusively in a court of competent jurisdiction in New Haven County, Connecticut. In any litigation or other proceeding by which one party either seeks to enforce its rights under this Purchase Agreement (whether in contract, tort, or both) or seeks a declaration of any rights or obligations under this Purchase Agreement, the prevailing party shall be awarded its reasonable attorney fees, and costs and expenses incurred.

## POSTAGE METER RENTAL AGREEMENT

**1. Postage Meter Rental.** In this Postage Meter Rental Agreement (the "Rental Agreement"), the words "You" and "Your" mean the customer named on the Postage Meter Rental Agreement order form ("Order Form"). "We," "Us" and "Our" mean Neopost USA Inc. You agree to rent from Us the postage meter(s) identified on the Order Form (the "Postage Meter") upon the terms stated herein.

**2. Provisions as to Use.** You acknowledge that: (i) as required by United States Postal Service regulations, the Postage Meter(s) is being rented to You and that it is Our property; (ii) the Postage Meter will be surrendered by You upon demand by Us; (iii) You are responsible for the control and use of the Postage Meter; (iv) You will comply with all applicable laws regarding Your use or possession of the Postage Meter; (v) the use of the Postage Meter is subject to the conditions established from time to time by the United



States Postal Service; and (vi) the Postage Meter is to be used only for generating an indicia to evidence the prepayment of postage and to account for postal funds. It is a violation of Federal law to misuse or tamper with the Postage Meter and, if You do so, We may terminate this Rental Agreement upon notice to You.

**3. Rental Fee, Payment and Term.** The initial rental term for the Postage Meter is set forth on the Order Form ("Initial Term"). The rental fee for the Initial Term is also set forth on the Order Form. The Initial Term of this Rental Agreement will begin on the earlier of either the date the Postage Meter is installed or five (5) days after the Postage Meter is shipped by Us. You promise to pay to Us the amounts shown on the Order Form in accordance with the payment schedule set forth thereon, plus all other amounts stated on the Order Form or in this Rental Agreement. You shall make all payments to the address indicated on Our invoice within thirty (30) days of the date of Our invoice. A late fee will be charged if the payment is not made within such period and an additional late fee will be charged for each subsequent thirty (30) days that the invoice remains unpaid. You agree to pay Us the then-current fee charged by Our financial institution for checks returned unpaid and for ACH direct debit transactions which are rejected. You also agree to pay all setting fees and charges incurred in connection with the download of funds to the Postage Meter. The Postage Meter rental fee does not include the cost of consumable supplies. This Rental Agreement is NON-CANCELABLE during the Initial Term and any Renewal Period (as defined below). Unless, at least ninety (90) days before the end of the Initial Term, You: (i) notify Us that You intend to return the Postage Meter at the end of the Initial Term by calling 1-800-NEOPOST (636-7678); and (ii) send written notice to Us in the manner We instruct You when You call, this Rental Agreement will automatically renew on a quarter-to-quarter basis, except as prohibited by law, at the then-current payment amount for such Postage Meter (each a "Renewal Period"). We will not notify You that the Initial Term or any Renewal Term is ending. You may terminate this Rental Agreement at the conclusion of any Renewal Period by giving Us thirty (30) days prior written notice of Your intent to do so.

**4. Return of Postage Meter and Products.** Upon the termination of this Rental Agreement, unless directed otherwise by Us, You shall, after receiving an Equipment Return Authorization ("ERA") number from Us, promptly send the Postage Meter and any other products, at Your expense plus shipping and handling costs, to any location(s) that We designate in the contiguous United States. The Postage Meter must be properly packed for shipment with the ERA number clearly visible, freight prepaid and fully insured, and must be received in good condition, less normal wear and tear. Furthermore, You agree that if you fail to return a postage meter within thirty (30) days of receipt of the Equipment Return Authorization then You will pay a postage meter replacement fee of one thousand dollars (\$1,000).

**5. Postage Meter Maintenance, Inspections, and Location.** We will keep the Postage Meter in good working condition during the term of this Rental Agreement. The United States Postal Service regulations may require Us to periodically inspect the Postage Meter. You agree to cooperate with Us regarding such inspections. We may, from time to time, access and download information from Your Postage Meter to provide Us with information about Your postage usage and We may share that information with Our distributors and other third parties and You hereby authorize Us to do so. You agree to promptly update Us whenever there

is any change in Your name, address, telephone number, the licensing post office, or the location of the Postage Meter.

**6. Loss; Damage; Insurance.** You shall: (i) bear the risk of loss and damage to the Postage Meter and shall continue performing all of Your other obligations hereunder even if the Postage Meter becomes damaged or there is a loss, (ii) keep the Postage Meter insured against all risks of loss and damage in an amount at least equal to its full replacement cost.

**7. Postage Advances.** We do not sell postage. In the event You require an emergency advance for postage, We, at Our sole discretion, may advance You money to reset the Postage Meter. If We do provide such an advance, You agree to repay Us within five (5) days from the time of such advance: (i) the amount of the emergency advance; and (ii) the then-current advance fee.

**8. Default.** In the event You fail to perform in accordance with the terms set forth in this Rental Agreement, or any other Agreement with Us or any of Our affiliates, including, but not limited to Mailroom Finance, Inc., then We may, without notice: (i) repossess the Postage Meter(s); (ii) disable the Postage Meter; (iii) immediately terminate this Rental Agreement; and (iv) pursue any remedies available to Us at law or in equity. Furthermore, upon the return of the Postage Meter, You hereby authorize Us to offset any amount of postage remaining in the Postage Meter, prior to any refund to You, against any amount due to Us or any of Our affiliates. You shall also pay all of Our costs in enforcing Our rights under this Rental Agreement, including reasonable attorneys' fees and expenses that We incur to take possession, store, or repair, the Postage Meter, as well as any other expenses that We may incur to collect amounts owed to Us. These remedies shall be cumulative and not exclusive, and shall be in addition to any and all other remedies available to Us.

**9. Rate Updates.**

- A. **Maintenance of Postal Rates.** It is Your sole responsibility to ensure that correct amounts are applied as payment for mailing and shipping services. We shall not be responsible for returns for delivery delays, refusals, or any other problems caused by applying the incorrect rate to mail or packages.
- B. **Rate Updates with Online Services.** If the Order Form indicates that You are enrolled in Our Online Services program, then We will make available periodic updates for Your covered products and/or Postage Meter, including updates to maintain accurate USPS rates for the USPS services that are compatible with such products or Postage Meter. **The rate updates that are offered with Our Online Services program are only available for products that are Integrated (as defined below) into Your mailing machine.** For the purposes of this section, "Integrated" means that the covered hardware cannot properly operate on a stand-alone basis and it has been incorporated into the mail machine. Products that are not Integrated including, but not limited to, all Software and scales with "ST-77," or "SE" in the model number will not receive updated rates as part of Our Online Services program (collectively "Excluded Products").
- C. **Rate Updates with Rate Change Protection and Software Advantage.** If You have any of Our Excluded Products, You may have elected to purchase Rate Change Protection ("RCP") from Us for Your hardware products or Software Advantage for



Your Software. If the Order Form indicates that You have selected RCP or Software Advantage, We will make available the following updates for Your covered products or Software: (i) updates to maintain accurate rates for the services offered by the USPS and other couriers that are compatible with Your covered products or Software; and (ii) updates for major zip or zone changes that are compatible with Your covered products or Software. If any reprogramming is required because You have moved the products or Postage Meter to a new location, none of the services described in this Section cover the cost to do so. Customers with an outstanding Accounts Receivable balance may not receive a rate update until the open balance is resolved.

**10. United states postal service acknowledgement of deposit requirement.** By signing this Postage Meter Rental Agreement, You acknowledge and agree that You have read the United States Postal Service Acknowledgement of Deposit (the "Acknowledgement") and will comply with its terms and conditions, as it may be amended from time to time.

**11. Additional united states postal service terms.**

- A. By signing this Postage Meter Rental Agreement, You acknowledge that You are also entering into an Agreement with the United States Postal Service ("USPS") in accordance with the Domestic Mail Manual ("DMM") 604.4, Postage Payment Methods, Postage Meters and PC Postage Products (collectively, "Postage Evidencing Systems" or "PES") and accept responsibility for control and use of the PES contained therein.
- B. You also acknowledge You have read the DMM 604.4, Postage Payment Methods, Postage Meters and PC Postage Products (Postage Evidencing Systems) and agree to abide by all rules and regulations governing its use.
- C. Failure to comply with the rules and regulations contained in the DMM or use of the PES in any fraudulent or unlawful scheme or enterprise may result in the revocation of this Rental Agreement.
- D. You further acknowledge that any use of this PES that fraudulently deprives the USPS of revenue can cause You to be subject to civil and criminal penalties applicable to fraud and/or false claims against the United States. The submission of a false, fictitious or fraudulent statement can result in imprisonment of up to five (5) years and fines of up to \$10,000 (18 U.S.C. 1001). In addition, a civil penalty of up to \$5,000 and an additional assessment of twice the amount falsely claimed may be imposed (3 U.S.C. 3802).
- E. You further understand that the rules and regulations regarding use of this PES as documented in the USPS Domestic Mail Manual may be updated from time to time by the USPS and it is Your obligation to comply with any current or future rules and regulations regarding its use.
- F. You are responsible for immediately reporting (within seventy-two hours or less) the theft or loss of the postage meter that is subject to this Rental Agreement. Failure to comply with this notification provision in a timely manner may result in the denial of refund of funds remaining on the postage meter at the time of the loss or theft.

**12. Taxes.** You agree to pay for all applicable taxes related to the sale or rental of any products or Postage Meter to You, as well as any taxes applicable to Your possession, and/or use of the products and/or Postage Meter. Furthermore, You agree to pay the applicable fee to cover Our expenses associated with the administration, billing and tracking of such charges and taxes.

**13. Disclaimer of Warranties.** EXCEPT AS EXPRESSLY STATED HEREIN, WE MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, REGARDING ANY MATTER WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, THE SUITABILITY OF ANY PRODUCTS OR POSTAGE METER, ITS CONDITION, ITS MERCHANTABILITY, ITS FITNESS FOR A PARTICULAR PURPOSE, ITS FREEDOM FROM INFRINGEMENT, OR OTHERWISE.

**14. Limitation of Liability.** IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY KIND ARISING OUT OF, OR IN CONNECTION WITH, THIS AGREEMENT, WHETHER OR NOT SUCH PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. NOTWITHSTANDING ANY OTHER PROVISION OF THIS RENTAL AGREEMENT, EXCEPT FOR DIRECT DAMAGES RESULTING FROM PERSONAL INJURY OR DAMAGE TO TANGIBLE PROPERTY CAUSED BY OUR GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, THE MAXIMUM OUR LIABILITY TO YOU FOR DAMAGES HEREUNDER SHALL NOT EXCEED THE TOTAL OF THE AMOUNTS PAID TO US HEREUNDER BY YOU.

**15. Assignment.** No right or interest in this Rental Agreement may be assigned by You, without Our prior written consent.

**16. Notice.** All notices related to this Rental Agreement to Us shall be made by You, or an attorney representing You. Notice of non-renewal of this Rental Agreement shall be made as outlined in Section 3 herein by calling 1-800-NEOPOST (636-7678). All other notices, requests and other communications hereunder shall be in writing, and shall be considered given when: (i) delivered personally, or (ii) sent by commercial overnight courier with written confirmation of delivery. Written notices to Us shall be sent to: Neopost USA Inc., 478 Wheelers Farms Road, Milford, CT 06461 ("Notice Address").

**17. Integration.** This Rental Agreement represents the final and only agreement between You and Us regarding Your acquisition of the Postage Meter and any other products or services. There are no unwritten oral agreements between You and Us. This Rental Agreement can be changed only by a signed, written agreement between You and Us.

**18. Severability.** In the event any provision of this Rental Agreement shall be deemed to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The parties agree to replace any invalid provision with a valid provision, which most closely approximates the intent and economic effect of the invalid provision.

**19. Waiver or Delay.** A waiver of any default hereunder or of any term or condition of this Rental Agreement shall not be deemed to be a continuing waiver or a waiver of any other default or any other term or condition, but shall apply solely to the instance to which such waiver is directed. We may accept late payments, partial payments, checks or money orders marked "payment in full," or with a similar notation, without compromising any rights under this Rental Agreement.



**20. Choice of Law; Venue; and Attorney's Fees.** This Rental Agreement shall be governed under the laws of the State of Connecticut, without regard to conflicts of law, and jurisdiction shall lie exclusively in a court of competent jurisdiction in New Haven County, Connecticut. In any litigation or other proceeding by which one party either seeks to enforce its rights under this Rental Agreement (whether in contract, tort, or both) or seeks a declaration of any rights or obligations under this Rental Agreement, the prevailing party shall be awarded its reasonable attorney fees, and costs and expenses incurred.

## **NeoFunds\*/TotalFunds\* ACCOUNT AGREEMENT**

**1. Incorporation of Certain Terms.** You acknowledge that You have entered a Postage Meter Rental Agreement with Neopost USA Inc. ("Rental Agreement"). If you have an eligible Postage Meter or an eligible Postage on Call account, then you will have access to a NeoFunds postage funding account (for Neopost POC accounts) or a TotalFunds postage funding account (for Hasler TMS accounts) and this NeoFunds/TotalFunds Account Agreement ("Account Agreement") shall govern Your use of such account. Any defined terms in the Rental Agreement shall have the same meanings in this Account Agreement, except that "We," "Us," and "Our," refer to Mailroom Finance, Inc., an affiliate of Neopost USA Inc. Sections 10 through 19 of the Rental Agreement are hereby incorporated into this Account Agreement except that any reference in those sections to the "Rental Agreement" refers to this Account Agreement.

**2. Establishment and Activation of Account.** You hereby authorize Us, to establish an account in Your name ("Account") for funding the purchase of postage from the United State Postal Service ("USPS") for use in the Postage Meter. Your Account may also be used to purchase supplies, rent Postage Meters, and obtain certain other products and services from Neopost USA. The establishment of Your Account shall be subject to Our approval of Your creditworthiness. Any use of the Account shall constitute Your acceptance of all the terms and conditions of this Account Agreement and all other documents executed or provided in connection with the Account. The Account may not be used for personal, family, or household purposes.

**3. Operation of Account.** Each time an employee or agent of Yours with the express, implied, or apparent authority to do so (each an "Authorized User") uses the Account to receive a postage meter reset or obtain other products or services that Neopost USA Inc. is authorized to provide, Neopost USA Inc. will notify Us of the amount to be applied to Your Account balance. If the Account is used to obtain postage, then We will transfer the requested amount of postage to the USPS on Your behalf and Your Account will be charged for the amount of postage requested and any related fees, if applicable. You can continue to pre-pay the USPS for postage and understand that pre-paid postage funds will be used first to pay for my postage meter resets. You further understand that NeoFunds/TotalFunds will provide additional available postage funds when Your pre-paid account balance is zero (\$0). When You request a Postage Meter reset, if You have the funds on account with the USPS, those funds automatically will be withdrawn first to pay for postage, and any additional amounts due for postage and related fees will be billed through the NeoFunds/TotalFunds Account under the terms and conditions of this Account Agreement. If the Account is used to acquire products or services that Neopost USA is authorized to provide, then We shall pay the applicable

amount to Neopost USA Inc. and add such amount to Your Account balance.

**4. Payment Terms.** You will receive a billing statement for each monthly billing cycle in which You have any activity on Your Account. Payments are due on the due date shown on Your billing statement. You may pay the entire balance due or a portion of the balance, provided that You pay at least the minimum amount shown on the statement. However, if You have exceeded the Account Limit on Your Account, then You must pay the entire amount of any overage, as well as the minimum payment amount shown on the statement. Whenever there is an unpaid balance outstanding on Your Account which is not paid in full by the due date shown on Your billing statement, We will charge You, and You agree to pay, interest on the unpaid balance of the Account for each day from the date the transaction is posted to Your Account until the date the unpaid balance is paid in full, at the Annual Percentage Rate (as defined below). The Account balance that is subject to a finance charge each day will include outstanding balances, minus any payments and credits received by Us on Your Account that day. The Annual Percentage Rate applicable to Your Account will be equal to the lesser of eighteen percent (18.00%) per annum or the maximum permitted by law. Each payment will be applied to reduce the outstanding balance of Your Account and replenish the amount available to You. We may refuse to extend further credit if the amount of a requested charge plus Your existing balance exceeds Your Account Limit.

**5. Account Limit and Account Fees.** You agree that We will establish a credit limit on Your Account (the "Account Limit"). The exact amount of the initial Account Limit will be indicated on Your invoice. We may, in Our sole discretion, allow Your balance to exceed the Account Limit. In the event We do so, You agree to pay Us an additional fee equal to one percent (1%) of the amount by which the Account Limit is exceeded for each transaction that You initiate after Your Account has reached the Account Limit. Such amount will be charged to Your Account on the date that the relevant transaction(s) occurs. Unless prohibited by applicable law, You agree to pay the amounts set forth in this Account Agreement, which may include, without limitation, the amounts specified above, a fee for a late payment, a fee for any checks that are returned as a result of insufficient funds, a fee for any ACH direct debit transactions which are rejected, and an annual account fee. All such fees shall be added to Your Account balance.

**6. Cancellation and Suspension.** We may at any time close or suspend Your Account or temporarily refuse to allow further charges to Your Account. You can cancel Your Account at any time by notifying Us in writing at the address provided on Your Account statement of Your desire to do so. No cancellation or suspension will affect Your obligation to pay any amounts You then owe under this Account Agreement. We will notify You of the Account balance in the event of any termination and all outstanding obligations will survive the termination of this Account Agreement by either party.

**7. Default.** We may declare You in default if You: (i) have made any misrepresentations to Us; (ii) at any time, have done or allowed anything that indicates to Us that You may be unable or unwilling to repay the balance of Your Account as required under this Account Agreement; or (iii) are in default under this Account Agreement or any lease, rental, or other agreement with Us, Neopost USA Inc., or their affiliates. If You are in default, or upon any cancellation of Your Account, We shall not be obligated to continue to provide the



Account service or extend further credit under this Account Agreement. If We are required to take collection action or any other legal action under this Account Agreement, You shall pay upon demand by Us all court and collection costs, along with reasonable attorney's fees. These remedies shall be cumulative and not exclusive, and shall be in addition to any and all other remedies available to Us.

**8. Remedies.** If We have declared that You are in default under this Account Agreement, then We may: (i) declare all agreements You have with Us in default and due and payable at once without notice or demand; (ii) refuse to make further advances on Your behalf to reset Your Postage Meter; and (iii) exercise any other rights that We may have. In addition, You agree that any default under this Account Agreement shall constitute a default under any agreement You may have with any of Our affiliates, including, but not limited to, Neopost USA Inc., and MailFinance Inc.

**9. Amendments.** We may amend this Account Agreement, or any of its provisions, including without limitation any fees and charges and/or the Annual Percentage Rate, at any time by at least thirty (30) days written notice to You, and such written notice may be included on Your billing statement. Any such amendment will become effective on the date stated in the notice and will apply to any transactions after such date, as well as to any outstanding balance on Your Account.

**10. Notice:** Any notice required to be given under this Account Agreement by either party hereto shall be given if to You, at the address shown on Your Order Form, and if to Us at 478 Wheelers Farms Road, Milford, CT 06461.

**11. Miscellaneous.** You understand that We may obtain credit reports in connection with Your Account now and in the future. This Account Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without reference to its conflict-of-laws rules, and any applicable federal laws. The sole jurisdiction and venue for actions related to the subject matter hereof shall be in a State or Federal Court within the State of Texas.

## MAINTENANCE AGREEMENT

**1. Incorporation of Certain Terms.** You acknowledge that You have entered a Product Purchase Agreement with Neopost USA Inc., or one of its affiliates ("Purchase Agreement"). Any defined terms in the Purchase Agreement shall have the same meanings in this Maintenance Agreement. Sections 5 through 13 of the Purchase Agreement are hereby incorporated into this Maintenance Agreement, except that any reference in those sections to the "Purchase Agreement" refer to this Maintenance Agreement

**2. Neopost's Terms and Conditions for Maintenance Services.** If the Order Form indicates that You have purchased maintenance services, then Neopost will provide maintenance services for the Products for twelve (12) months (the "Initial Maintenance Term") in accordance with Neopost's then-current maintenance terms and pricing for the level of maintenance services that You have purchased. The current version of those terms and conditions are available at [www.neopostusa.com/maintenanceagreementV0613](http://www.neopostusa.com/maintenanceagreementV0613). You agree that You have access to such terms and that they are incorporated into this Maintenance Agreement by this reference and that You shall be bound by such terms as if they were fully stated herein. At the end of the Initial Maintenance Term, each year We will send You an invoice for an additional year of maintenance services. By paying such invoice, You agree to continue the maintenance service in accordance with this Maintenance Agreement. All

maintenance payments are non-refundable. **Notwithstanding the foregoing, maintenance services are not available on HD Office Printer Series products.**

**3. Auto Ink Program.** If the Order Form indicates that You have elected to participate in Our Auto Ink Program (the "Program"), then you hereby authorize Us to ship You a new ink cartridge for the Product whenever the Product indicates that the then-current ink cartridge reaches twenty percent (20%) of its capacity. You authorize Us to charge the then-current fee for such cartridge (plus applicable taxes and shipping charges) to Your NeoFunds or TotalFunds Account, You may opt out of the Program at any time by sending an email to [CIMneworders@neopost.com](mailto:CIMneworders@neopost.com).

## ONLINE SERVICES AND SOFTWARE AGREEMENT

**1. Incorporation of Certain Terms.** You acknowledge that You have entered a Product Purchase Agreement with Neopost USA Inc. (the "Purchase Agreement"). Any defined terms in the Purchase Agreement shall have the same meanings in this Online Services and Software Agreement ("OSS Agreement"). Sections 5 through 13 of the Purchase Agreement are hereby incorporated into this OSS Agreement, except that any reference in those sections to the "Purchase Agreement" refers to this OSS Agreement.

**2. License Grant and Additional Terms.** In exchange for the license fees that are included in Your Purchase Payment, We hereby grant to You a nonexclusive, nontransferable license to use the Software products, including related documentation, described on the Order Form solely for Your own use on or with the Products. You warrant and represent that You will not sell, transfer, disclose or otherwise make available such Software products or copies thereof to third parties; provided, however, that the Software products may be used by Your employees or independent contractors using the Products. No title or ownership of the Software products or any portion thereof is transferred to You. You acknowledge and agree that there may be additional terms and conditions that apply to Your use of any Software provided by Us. Such terms may be provided with the Software, or made available at [www.neopostusa.com/softwareterms](http://www.neopostusa.com/softwareterms) and may be supplemented by Us or third party licensors, from time to time, by notice to You. You acknowledge and agree that You have access to the appropriate version(s) of the applicable terms provided at the address above and corresponding to Software described on the Order Form at the time you enter this OSS Agreement. Such terms are incorporated herein by this reference and You agree to be bound by such terms as if they were fully stated herein.

**3. Software Support.** Unless otherwise specified in the applicable Software terms, if You have purchased support for the Software, We will provide the following for a period of one (1) year: (i) software updates and, if applicable, carrier rate updates that keep You current and compliant with supported carrier rates, fees, zone schedules, label, barcode and forms changes; (ii) updates to the Software; (iii) corrective bug fixes as released; and (iv) technical support for the Software (collectively "Software Maintenance"). At the conclusion of each year of Software Maintenance, the Software Maintenance will automatically renew for additional one-year periods at Our then-current fee for such services unless you give us at least sixty (60) days prior written notice that you wish to cancel the Software Maintenance. You acknowledge that the Software may fail to comply with applicable regulations if you do not have Software Maintenance and that We shall not have any liability in connection with any such



failure. If You allow the Software Maintenance to lapse, You may reinstate such services; provided that you pay all fees that would have been due from the expiration of Your last Software Maintenance period through the reinstatement date, plus a 15% administrative surcharge.

**4. Use of Websites.** Neopost USA Inc. and/or any of Our affiliates, or suppliers, including, but not limited to, MailFinance Inc. may, from time to time, make certain websites available to You in order to provide You with certain services ("Websites"). If You access any such Websites, You acknowledge and agree that Your use of the Website is subject to the terms of use and/or license terms in effect at the time You use the Website. Such terms are available on the Websites for Your review. You acknowledge and agree that such terms may be supplemented and modified from time to time ("Supplemental Terms"). Your use of a Website after Supplemental Terms have been issued will signify Your acceptance of those terms. In the event of a conflict between the terms of this OSS Agreement and the Supplemental Terms, the Supplemental Terms shall control.



## Neopost USA Maintenance Program NASPO – Terms

### NEOPOST USA MAINTENANCE TERMS

This document shall become a material part of your contract with Neopost and it provides the details regarding Neopost's Maintenance Program.

Neopost Inc. agrees to provide and the Customer agrees to accept maintenance service on the equipment listed, at the annual charges indicated in the attached Product Catalog in accordance with the following terms and conditions:

- Two hour response time to all written or oral notices of a service requirement due to an equipment breakdown.
- A Service Technician shall be on site within 24 hours from notice of service requirement, unless breakdown resolved.
- Replacement part shall be received within 24 hours of technician arriving onsite.
- Any and all technical support is included in maintenance agreement.
- All return service calls and on site responses shall be made during Participating Entity business hours (7:00AM – 6:00PM CST) unless otherwise, mutually agreed to in writing beforehand by the Contractor and the Participating Entity. The contractor shall charge a rate not to exceed their Time and Materials - outside business hours, weekends, and holidays rate as proposed in the Price and Pricing spreadsheet for the applicable category. For example; If a Participating Entity needs an installation for production equipment to begin at 5:00 AM, The installation should take a total of six hours, the Participating Entity and Contractor would agree to in writing before any work has begun to pay a rate not exceeding the one supplied in the Price and Pricing spreadsheet for Time and Materials outside of business hours for the hours for production equipment for the hours of 5:00 am to 7:00 AM and then regular hourly rates for the work from 7:00 AM to 11:00 AM. If the installation only took a total of five hours the Contractor shall only charge for the actual hours worked. If additional time is needed there shall be a mutually agreed upon amount, in writing, before the additional work is performed.
- All parts that require maintenance by a service technician are to be included and considered part of the yearly service maintenance plan, field/defective parts shall be replaced at no additional charge to the Participating Entity.
- Routine consumable supplies shall be billed separately from service maintenance payments.
- If the equipment includes Contractors licensed software, the Contractor shall provide software support .
- All payments for maintenance service shall be invoiced by and made to the Contractor.
- Any Purchasing Entities that require four hour on site response time as well as a 24hr/7 days per week maintenance agreement will be negotiated during the PA process.

### COVERED UNDER MAINTENANCE AGREEMENT

Maintenance services, as described herein, will be provided for the Products at the Delivery Location. Neopost agrees to provide the parts and labor associated with the ordinary maintenance of the Products as required due to normal wear and tear ("Maintenance Services"). Supplies (i.e. ink, roll tape, labels, etc.) are not included in Maintenance Services. Maintenance Services may also include preventative maintenance and inspections from time to time, as determined by Neopost. Neopost may, at its option, designate a dealer/reseller to provide Maintenance Services. Neopost, in its sole discretion, may service the Products by replacing it with new, or like-new Products; provided that such replacement products are substantially similar to the Products. Neopost will offer loaner equipment of equal or greater functionality to any agency in which the equipment is rendered inoperable for a total time exceeding three business days.

### FEES AND WHEN THEY ARE DUE:

- **For Purchased Products:**  
Customer shall commence paying for the Maintenance Services on purchased Products 12 months after delivery of the Products. All fees for Maintenance Services ("Maintenance Fees") on purchased Products are invoiced annually, in advance.
- **For Leased Products:**  
If the Products are being leased from MailFinance Inc. and the Maintenance Fee has been included in the lease payment amount ("Leased Products"), then Maintenance Services will be provided at no extra cost, except for the Additional Charges (as defined below), for the Initial Term of the lease. Customer shall commence paying for the Maintenance Services on Leased Products, where Maintenance Fees are included in the lease payment, 12 months after lease commences. Or the 12 month warranty may be prorated over the full lease term to create an even payment stream.





- **Zoning Fees:**
  - Zone 1 – Maintenance for equipment located within a 50 mile radius of the local servicing location will be charged at the prices listed within the NASPO Contract and will not incur any additional charges.
  - Zone 2 – Maintenance for equipment located outside of a 50 mile radius but inside of a 150 mile radius of the local service location will incur a 25% uplift to the maintenance prices listed within the NASPO Contract.
  - Zone 3 – Maintenance for equipment located outside of a 150 mile radius will incur a 50% uplift in the maintenance prices listed within the NASPO Contract.
- **Other Fees:**

In addition to the Maintenance Fees, Customer agrees to pay for: (a) labor, parts, and expenses for maintenance or repair that is part of an Excluded Service (as defined below). All Additional Charges shall be at Neopost's then current published rates for time and materials.

All payments for Maintenance Services are nonrefundable. Neopost may adjust the Maintenance Fees at the end of the Initial Maintenance Term (as defined below) and any renewal term.

#### **TERM OF THE MAINTENANCE SERVICES**

- **For Purchased Products:**

Unless otherwise specified in the Agreement, the initial term of these Maintenance Services is one (1) year (the "Initial Maintenance Term"). Unless Customer provides ninety (90) days written notice to Neopost prior to the end of the Initial Maintenance Term, (or any renewal term), the Maintenance Services shall automatically renew for an additional one (1) year.
- **For Leased Products:**

The term of the Maintenance Services for Leased Products will be equal to the term of the lease as specified in the Agreement.

#### **REQUEST FOR MAINTENANCE SERVICE**

In order to receive Maintenance Services on the Products, the agency must notify Neopost's National Service Dispatch Center of a need for service. Neopost may, at its sole discretion, attempt to resolve Products performance issues over the telephone. If Neopost determines that on-site service is necessary, Neopost shall provide such on-site service in accordance with the terms set forth herein.

#### **NOT COVERED BY THE NEOPOST MAINTENANCE PROGRAM**

Maintenance Services do not include:

- De-installation of the Products, or moving the Products (however these services are available for an additional fee);
- Maintenance or repairs made necessary by the failure of Customer to maintain or use the Products in conformance with Neopost's specifications;
- Maintenance or repairs made necessary by changes in the design of the Products made by Customer or mechanical, electrical, or electronic interconnections, or the attachment of other parts or components to the Products by Customer;
- Maintenance or repairs made necessary by accidents;
- Maintenance or repairs made necessary by the negligence of Customer;
- Maintenance or repairs made necessary by the unauthorized maintenance by Customer or any third party other than Neopost or its authorized service representatives;
- Damage and/or repair required from Customer relocation of the Products;
- Maintenance or repairs made necessary because Customer has exceeded the published performance specifications or recommended monthly volume limits for the Products;
- Maintenance or repairs made necessary by Customer's use of parts, consumables, or other supplies that do not comply with Neopost's specifications;
- Recovery of any customer data stored within Neopost Products or the maintaining of any back up data;
- Rebuilding or major overhauls which Neopost determines are necessary ("Reconditioning")



All of the foregoing are "Excluded Services." Excluded Services also include operator training beyond the initial training provided by Neopost and application configuration and set-up. In the event Customer requests Neopost to perform an Excluded Service, Customer shall pay Neopost its then current hourly rate for those services, as well as Neopost's then-current price for any parts required in connection with such services.

#### **RESPONSIBILITIES OF THE AGENCY**

**CUSTOMER'S MAINTENANCE OBLIGATIONS:** Customer agrees to maintain the Products in accordance with Neopost's published specifications. Except as specified and approved by Neopost, Customer shall not perform, or permit third parties to perform, maintenance or repair on the Products.

**COPIES OF DATA:** Customer is solely responsible for all data stored on the Products and making copies of all such data prior to Neopost performing Maintenance Services.

**USE OF NEOPOST SUPPLIES:** If the Customer uses other than Neopost supplies, and if such supplies are defective or unacceptable for use in Neopost machines and cause abnormally frequent service calls or service problems, then Neopost may, at its option, assess a surcharge or terminate the Maintenance Services. In this event, the Customer may be offered service on a "Per Call" basis based upon published rates. It is not a condition of this Agreement; however, that the Customer uses only Neopost authorized supplies.

**ENVIRONMENT/ELECTRICAL:** Customer shall provide a suitable environment for Products as specified by the manufacturer. In order to ensure optimum performance by the Neopost Products, it is mandatory that specific models be plugged into a dedicated line and that they comply with manufacturer electrical specifications.

**COMPLETE SYSTEM COVERAGE:** All Neopost components (hardware and software) used in a system must be covered under Maintenance Services ("Complete System Coverage"). For example, a customer may not obtain Maintenance Services only for a mailing machine if it is used with a separate scale. In that case, the Customer would also need to purchase Maintenance Services for the scale. If a customer refuses to obtain Complete System Coverage, Neopost may terminate the Maintenance Services on any Product that is otherwise covered by such Maintenance Services.

**ACCESS TO PRODUCTS:** Customer shall allow Neopost full and free access to the Products and the use of necessary data communications facilities and equipment at no charge to Neopost.

**PRODUCT MODIFICATIONS:** Customer shall not cause modifications or interconnections to be made, or accessories, attachments, or features to be added to the Products without Neopost's prior written approval.

#### **YOU NEED TO KNOW**

**Neopost may terminate the Maintenance Services, upon written notice to Customer, if:**

- **Customer defaults on any payment due under this Agreement;**
- **The Products exceed the maximum monthly or lifetime cycle counts for such Products;**
- **The Products are modified, damaged, altered or serviced by personnel other than the Neopost Authorized Personnel;**
- **Parts, accessories, consumables, supplies, or components not meeting machine specifications are used with the Products;**
- **Customer refuses to obtain Complete System Coverage;**
- **Any services that are necessary because Customer has done (or failed to do) something that requires the performance of an Excluded Service;**
- **Customer decides not to proceed with any Reconditioning that is deemed necessary by Neopost. Furthermore, if the Products are being leased, this Agreement shall automatically terminate as to any Products covered by the lease on the date such lease expires or is terminated.**

# Resolution

Number 20-1060

Adopted Date July 28, 2020

AUTHORIZING PARTICIPATION IN A SUBLEASE-PURCHASE ARRANGEMENT WITH THE OHIO SECRETARY OF STATE FOR THE PURPOSE OF ACQUIRING AND IMPLEMENTING VOTING MACHINES AND EQUIPMENT AND FINANCING CERTAIN COSTS THEREOF, A SUBLEASE-PURCHASE AGREEMENT EVIDENCING SUCH ARRANGEMENT, AND MATTERS RELATED THERETO, AND AUTHORIZE THE PRESIDENT OF THE BOARD TO SIGN DOCUMENTS RELATIVE THERETO

WHEREAS, pursuant to Amended Substitute Senate Bill 135 of the 132nd Ohio General Assembly (as the same may be amended, modified, revised, supplemented or superseded from time to time, the "Act") and the financing program authorized thereunder (the "SoS Financing Program"), the Secretary of State of the State of the Ohio (the "Sublessor") is providing financing to Ohio counties for the acquisition of voting systems, including, but not limited to, voting machines, marking devices, automatic tabulating equipment, and direct record electronic voting machines, as defined in Ohio Revised Code ("ORC") Section 3506.01, together with associated allowable expenditures, as defined in the Act; and

WHEREAS, in accordance with ORC Section 3506.02, it has been determined that the equipment used by the citizens of the County of [County Name], Ohio (the "Sublessee") to vote in federal, state and local elections shall be changed to that equipment described in the Proposal of Clear Ballot Group dated January 22, 2019 (the "Proposal"); and

WHEREAS, the Vendor has submitted a draft contract for the implementation of the Proposal to the Sublessee (the "Project Contract"), and the Sublessor has reviewed and approved the Project Contract (as it relates to the SoS Financing Program) and the Project Equipment (as hereinafter defined); and

WHEREAS, the Proposal requires the Sublessee to acquire certain voting machines and equipment (the "Project Equipment") and pay certain costs related to implementing the Proposal (along with the acquisition of the Project Equipment, the "Project") and this Board of County Commissioners of the Sublessee (the "Legislative Authority") desires to accept the Proposal, enter into the Project Contract, undertake the Project, and finance a portion of the cost of the Project by utilizing the provisions of the SoS Financing Program;

NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners of the County of [County Name], State of Ohio, that:

SECTION 1. It is hereby determined to be necessary, desirable and expedient, and in the best interests of the Sublessee and its citizens, for the Sublessee (i) to accept the Proposal, (ii) enter into the Project Contract, (iii) acquire the Project Equipment, and (iv) finance a portion of the costs of the Project Equipment (the "State-Financed Equipment") and other costs of the Project by participating in the SoS Financing Program.

SECTION 2. The Sublessee's participation in the SoS Financing Program shall be evidenced by a Sublease-Purchase Agreement between the Sublessor and the Sublessee (together with all exhibits and appendices thereto, the "Sublease"). At least two members of the Legislative

Authority and the Sublessee's County Auditor (collectively, the "County Signers") are hereby separately and individually authorized, alone or with others, to execute and deliver the Sublease on behalf of the Sublessee in substantially the form presently on file with the Legislative Authority, which is hereby approved, with such changes not substantially adverse to the Sublessee as the County Signers may approve; the approval of such changes and that the same are not substantially adverse to the Sublessee shall be conclusively evidenced by the execution of the Sublease by the County Signers.

SECTION 3. All of the obligations of the Sublessee set forth and covenants made by the Sublessee under the Sublease are hereby established as duties specifically enjoined by law and resulting from an office, trust or station upon the Sublessee within the meaning of ORC Section 2731.01 et seq.

SECTION 4. Pursuant to the SoS Financing Program, the Sublessee shall not be required to make any scheduled payments towards the purchase of the State-Financed Equipment to the Sublessor or any other entity.

SECTION 5. The County Signers and other appropriate officers of the Sublessee, or any of them, are hereby separately and individually authorized and directed to (i) make the necessary arrangements with the Sublessor to establish the date, location, procedure and conditions for executing and delivering the Sublease, and delivering the Sublease to, the Sublessor, and (ii) give all appropriate notices and execute and deliver, on behalf of the Sublessee, such additional instruments, documents, agreements, certificates, and other papers as may be in their discretion necessary or appropriate in order to carry out, give effect to and consummate the transaction contemplated thereby in such forms as the official executing the same may approve, and to take all other steps necessary or appropriate to effect the due execution, delivery and performance of the Sublease pursuant to the provisions of this resolution. The Clerk of the Board of County Commissioners shall furnish to the Sublessor a true transcript of proceedings pertaining to the Sublease containing such information from the records of the Sublessee as is necessary to evidence or determine the regularity and validity of the authorization, execution and delivery of the Sublease. Each of the County Signers is hereby separately and individually designated to act as the authorized representative of the Sublessee for purposes of the Sublease until such time as the Legislative Authority shall designate any other or different authorized representatives for such purpose.

SECTION 6. The Sublease shall constitute a special obligation of the Sublessee. Nothing in the Sublease or any agreements or documents relating thereto shall constitute or be construed or deemed to constitute a debt, bonded indebtedness or a general obligation of the Sublessee. Neither the taxing power nor the full faith and credit of the Sublessee are pledged or shall be pledged for the payment or security of the Sublease, or any other related agreement or document.

SECTION 7. The Legislative Authority acknowledges that the Sublessor has obtained funds for the SoS Financing Program by utilizing a sublease-purchase / certificates of participation arrangement, and that the interest component of the Sublessor's lease payments thereunder is intended to be exempt from federal income taxation under the Internal Revenue Code of 1986, as amended and the regulations prescribed thereunder (the "Code"). The Legislative Authority hereby covenants that it will restrict the use of the State-Financed

Equipment in such manner and to such extent, if any, as may be necessary after taking into account reasonable expectations at the time the Sublease is entered into, so that the interest portion of such lease payments by the Sublessor will not be subject to federal income taxation under the Code. Any County Signer or any other officer having responsibility with respect to the execution and delivery of the Sublease is authorized and directed to give an appropriate certificate on behalf of the Sublessee on the date of delivery of the Sublease, setting forth the facts, estimates and circumstances and reasonable expectations pertaining to the use of the State-Financed Equipment and other matters under the Code.

SECTION 8. It is hereby determined that the terms of the Sublease and this resolution are in compliance with all legal requirements. If any section, paragraph, clause or provision of this resolution or the Sublease shall for any reason be held invalid or unenforceable, such invalidity or unenforceability shall not affect any remaining provisions of this resolution or the Sublease, respectively. Any provisions of any ordinance or resolution inconsistent with this resolution are hereby repealed, but only to the extent of such inconsistency; this provision shall not be construed as reviving any ordinance or resolution or any part thereof.

SECTION 9. It is found and determined that all formal actions of the Legislative Authority concerning and relating to the adoption of this resolution were adopted in an open meeting of the Legislative Authority, and that all deliberations of the Legislative Authority and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law, including ORC Section 121.22.

SECTION 10. This resolution shall take effect and be in force upon its adoption.

BE IT FURTHER RESOLVED, that due to the COVID-19 Pandemic that the President of the Board is authorized to sign all documents relative to this resolution.

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

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

Resolution adopted this 28<sup>th</sup> day of July 2020.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: c/a—Ohio Secretary of State  
c/a—Clear Ballot  
Board of Elections (file)

## SUBLEASE-PURCHASE AGREEMENT

This Sublease-Purchase Agreement (as the same may be amended and supplemented in accordance with its terms, the "Sublease Agreement") is dated February 5, 2020 and entered into between the Secretary of State of the State of Ohio (the "Sublessor") and the County of Warren, Ohio (the "Sublessee") under the following circumstances:

A. Pursuant to Amended Substitute Senate Bill 135 of the 132nd Ohio General Assembly (as the same may be amended, modified, revised, supplemented or superseded from time to time, the "Act") and the financing program authorized thereunder (the "SoS Financing Program"), the Sublessor is providing financing to Ohio counties for the acquisition of voting systems, including, but not limited to, voting machines, marking devices, automatic tabulating equipment, and direct record electronic voting machines, as defined in Ohio Revised Code ("ORC") Section 3506.01, together with associated allowable expenditures, as defined in the Act.

B. In accordance with ORC Section 3506.02, it has been determined that the equipment used by the citizens of the Sublessee to vote in federal, state and local elections shall be changed to that equipment described in the Proposal of Clear Ballot Group (the "Vendor") dated February 5, 2020 (the "Proposal").

C. The Proposal requires the Sublessee to acquire certain voting machines and equipment (the "Project Equipment") and pay certain costs related to implementing the Proposal (along with the acquisition of the Project Equipment, the "Project"), and the Sublessee has determined to accept the Proposal and undertake the Project.

D. The Vendor has submitted a draft contract for the implementation of the Proposal to the Sublessee (the "Project Contract"), and the Sublessor has reviewed and approved the Project Contract (as it relates to the SoS Financing Program) and the Project Equipment.

E. The Sublessee has determined to finance a portion of the cost of the Project, including a portion of the Project Equipment described in Exhibit A hereto (the "State-Financed Equipment"), by utilizing the provisions of the SoS Financing Program upon the terms set forth in this Sublease Agreement, and the Sublessor has agreed to make the sum of \$[Amount of State Contribution] (the "State Contribution") available for such purpose.

F. The Sublessee's Board of County Commissioners (the "Legislative Authority") has authorized this Sublease Agreement by a resolution adopted July 28, 2020 (the "Authorizing Resolution").

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Sublessor and the Sublessee, acting through the Legislative Authority, hereby represent, warrant and covenant as follows:

1. **TERM OF AGREEMENT.** This Sublease Agreement shall be effective as of July 28, 2020 (the "Commencement Date"). The term of this Sublease Agreement for the purposes of payments shall commence as of the Commencement Date, and shall continue until the date the Sublessee receives the notice of the State COPs Termination, as defined in Paragraph 7 hereof (the "Agreement Term").

2. **PROJECT CONTRACT.** The Sublessee shall enter into the Project Contract contemporaneously with the execution and delivery of this Sublease Agreement and perform all of its obligations thereunder in the manner and at the times set forth therein. Promptly upon the execution and delivery of this Sublease Agreement by the Sublessor and the Sublessee, the Sublessee, acting through its Board of Elections, shall diligently and expeditiously proceed to acquire the Project Equipment and implement the Project in accordance with the Project Contract. The State-Financed Equipment shall be located as described in Exhibit A hereto. The Sublessor shall pay, or cause to be paid, the State Contribution, and the Sublessee shall pay all costs of the Project in excess of the State Contribution and for any costs not payable under the SoS Financing Program, in accordance with the Project Contract and the SoS Financing Program, and the Sublessee and the Sublessor shall coordinate their respective payments under the Project Contract with the Vendor so that such payments conform to the requirements of the Project Contract and the SoS Financing Program.

3. **USE OF THE STATE-FINANCED EQUIPMENT.** The Sublessee represents that all of the State-Financed Equipment that it will acquire in accordance with this Sublease Agreement will constitute a "voting system" within the meaning of the Act.

4. **TRANSFER OF TITLE TO THE SUBLESSOR.** Upon the delivery of the State-Financed Equipment to the Sublessee, all of the Sublessee's right, title and interest to and in the State-Financed Equipment shall be immediately transferred to the Sublessor without any further action on the part of the Sublessee. The Sublessee shall deliver to the Sublessor all documents which are or may be necessary to vest all of the Sublessee's right, title and interest in and to the State Financed Equipment in the Sublessor, and will release or cause to be released all liens and encumbrances with respect to the State-Financed Equipment.

5. **LEASE.** The Sublessee hereby leases from the Sublessor, for eventual acquisition and ownership, and the Sublessor hereby leases to the Sublessee, for eventual transfer of ownership to the Sublessee, all the State-Financed Equipment, in accordance with the provisions of this Sublease Agreement, to have and to hold for the Agreement Term.

6. **LEASE PAYMENTS.** Pursuant to the SoS Financing Program, the Sublessee shall not be required to make any scheduled payments towards the purchase of the State-Financed Equipment to the Sublessor or any other entity.

7. **PURCHASE AND CONVEYANCE.** The Sublessee shall not have the option to purchase the State-Financed Equipment prior to the end of the Agreement Term. The Sublessor has obtained funds for the SoS Financing Program by utilizing a lease-purchase / certificates of participation arrangement (the "State COPs Financing"), which by its terms, prevents the Sublessor from conveying title to the State-Financed Equipment to the Sublessee until all of the Sublessor's obligations under the State COPs Financing relating to the State-Finance Equipment have been provided for. Upon such event (the "State COPs Termination"), the Sublessor shall so notify the Sublessee and upon receipt of such notice, (i) the Sublessee shall be deemed to have purchased and acquired all of the State-Financed Equipment, (ii) title to the State-Financed Equipment, and all rights in the State-Financed Equipment granted by the Sublessee to the Sublessor under this Sublease Agreement, shall vest in the Sublessee, without any further action on the part of the Sublessor, and (iii) the Sublessor will deliver to the Sublessee all documents which are or may be necessary to vest all of the Sublessor's right, title and interest in and to the Equipment in the

Sublessee, and will release all liens and encumbrances created under this Sublease Agreement with respect to the State-Financed Equipment.

8. **CARE AND USE.** The Sublessee (i) solely at its own cost and expense, shall maintain the Project in good operating order and condition, repair and appearance, and protect the same from deterioration other than normal wear and tear; (ii) solely at its own cost and expense, make all necessary, proper or appropriate repairs, replacements and renewals thereof, ordinary and extraordinary, foreseen and unforeseen, (iii) shall permit the use of the State-Financed Equipment only by the Sublessee's Board of Elections, within its normal capacity, without abuse, and in a manner contemplated by the Vendor; (iv) shall not make modifications, alterations or additions to the State-Financed Equipment (other than normal operating accessories or controls) without the prior written consent of the Sublessor, which shall not be unreasonably withheld, (v) comply with all laws, insurance policies and regulations relating to, and obtain and maintain any governmental licenses and permits required for, the use, maintenance, repair and operation of the State-Financed Equipment, (vi) shall not dispose, assign, transfer, pledge or otherwise encumber all or any part of the State-Financed Equipment with any mortgage, security interest, or lien, through the Agreement Term, without the prior written consent of the Sublessor, which consent may be withheld in the absolute discretion of the Sublessor, and (vii) pay all costs, claims, damages, fees and all utilities and other charges arising out of its possession, use, operation, maintenance and use of the Project. All modifications, repairs, alterations, additions, replacements, substitutions, operating accessories and controls shall accrue to the State-Financed Equipment and, unless leased from the Sublessor, become the property of the Sublessee. The Sublessor shall have the right, during normal hours and in compliance with appropriate security protocols employed by the Sublessee's Board of Elections, to enter upon the premises where the State-Financed Equipment is located in order to inspect, observe or otherwise protect the Sublessor's interest, and the Sublessee shall cooperate in affording the Sublessor the opportunity to so inspect. For the purpose of assuring the Sublessor that the State-Financed Equipment will be properly serviced, the Sublessee agrees to cause the State-Financed Equipment to be maintained pursuant to the Vendor's standard preventive maintenance contract and/or recommendations. The Sublessee agrees that the Sublessor shall not be responsible for any loss or damage whatsoever to the State-Financed Equipment, nor shall the Sublessor be responsible for latent defects, wear and tear or gradual deterioration or loss of service or use of the State-Financed Equipment or any part thereof, the Sublessor shall not be liable to the Sublessee or anyone else for any liability, claim, loss, damage or expense of any kind or nature caused directly or indirectly by the inadequacy of the Project or any item supplied by the Vendor or any other party, any interruption of use or loss of service or use of performance of any equipment, any loss of business or other consequence or damage, whether or not resulting from any of the foregoing. The Sublessee shall not do, or permit to be done, any act or thing which might materially impair the value of the State-Financed Equipment, will not commit or permit any material waste thereof, and will not permit any unlawful use to be made thereof. The Sublessee covenants that it will assist the Secretary of State in fulfilling its obligations (other than any payment obligations) under the Master Lease Agreement dated as of November 1, 2018, between the State of Ohio Leasing Corporation, Inc., as lessor, and the Secretary of State, as lessee, for the State COPs Financing as the Secretary of State may reasonably request.

9. **TAXES, PERMITS.** The Sublessee agrees to pay all license, sales, use, personal property, real property or other taxes together with any penalties, fines or interest thereon imposed or levied with respect to the State-Financed Equipment or the ownership, delivery, lease, possession,



use, operation, sale or other disposition thereof or upon the rentals or earnings arising therefrom. The Sublessee may in good faith and by appropriate proceedings contest any such taxes so long as such proceedings do not involve any danger of sale, forfeiture or loss of the State-Financed Equipment or any interest therein. Furthermore, the Sublessee shall provide all permits and licenses necessary for the installation, operation and use of the State-Financed Equipment. The Sublessee shall comply with all laws, rules, regulations, ordinances and resolutions applicable to the installation, use, possession and operation of the State-Financed Equipment. If compliance with any law, rule, regulation, resolution, permit or license requires changes or additions to be made to the State-Financed Equipment, the Sublessee shall notify the Sublessor and upon the written consent of the Sublessor, such changes or additions shall be made by the Sublessee at its own expense.

10. **UTILITIES.** The Sublessee shall pay all charges for gas, water, steam, electricity, light, heat or power, telephone or other utility service furnished to or used in connection with the State-Financed Equipment (including charges for installation of such services) during the Agreement Term. There shall be no abatement of any amount owed hereunder on account of the interruption of any such services.

11. **SUBLEESSEE'S RESPONSIBILITIES; RELEASE OF LIABILITY.** Sublessee shall be responsible for any negligent acts and/or negligent omissions committed by itself, its agents, and/or its employees. Sublessee shall be responsible to defend itself, its agents, and/or its employees and shall pay any judgments and costs arising out of such negligent acts and/or negligent omissions, and nothing in this Sublease Agreement shall impute or transfer any such responsibility from Sublessee to the Sublessor.

On and after the date of this Sublease, the Sublessee agrees not to seek any determination of liability against the Sublessor or, any department, agency or official of the State of Ohio in the case of claim or suit arising with respect to the Project including acquisition of property or any future condition, construction, operation, maintenance or use of property or facilities which may be developed in relation to the Project. To the extent permitted by law, the Sublessee forever releases and waives any and all claims it may ever possess or assert against the Sublessor and all employees, agents, officials and contractors and attorneys of same in relation to the Project.

12. **DISCLAIMER OF WARRANTIES: THE SUBLESSOR MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE OR FITNESS FOR USE OF ANY OF THE STATE-FINANCED EQUIPMENT OR AS TO ITS TITLE THERETO OR ANY OTHER REPRESENTATION OR WARRANTY WITH RESPECT TO THE STATE-FINANCED EQUIPMENT.** The Sublessor hereby assigns to the Sublessee for and during the Agreement Term all manufacturer's warranties or guaranties, express or implied, issued on or applicable to the State-Financed Equipment and the Sublessor authorizes the Sublessee to obtain the customary services furnished in connection with such warranties or guaranties at the Sublessee's expense. The Sublessee acknowledges that the State-Financed Equipment has been acquired and installed by the Vendor selected by the Sublessee; that the Sublessor is not a manufacturer, contractor or dealer with respect to the components of the State-Financed Equipment and takes no part in or responsibility for the installation of the State-Financed Equipment, and that the Sublessor has made no representation or warranty and assumes no obligation

with respect to the merchantability, condition, quality or fitness of the State-Financed Equipment or the enforcement of the manufacturer's warranties or guaranties.

13. **QUIET ENJOYMENT.** The Sublessor hereby covenants to provide the Sublessee during the Agreement Term with quiet use and enjoyment of the State-Financed Equipment, without suit, trouble or hindrance from the Sublessor except as expressly set forth in this Sublease Agreement. Any assignee of the Sublessor shall not interfere with such quiet use and enjoyment during the Agreement Terms so long as the Sublessee is not in default pursuant to this Sublease Agreement.

14. **INSURANCE.** Commencing the date risk of loss passes to the Sublessee from the Vendor and continuing thereafter until the end of the Agreement Term, the Sublessee, solely at its expense, shall keep the State-Financed Equipment insured against all risks of loss or damage from every cause whatsoever in an amount sufficient to cover the full replacement cost of the State-Financed Equipment set forth on Exhibit A, and shall carry public liability insurance, both personal injury and property damage, covering the State-Financed Equipment and its use. All insurance shall be of a type, form, in amounts and with companies or provided by a self-insurance program established and maintained by the Sublessee as permitted by ORC Section 2744.08 or a joint self-insurance pool established pursuant to ORC Section 2744.081 that Sublessee has entered a written agreement to join and contain terms and conditions satisfactory to the Sublessor. The Sublessee shall also carry worker's compensation insurance covering all its employees working on, in or about the State-Financed Equipment and shall require any other person, corporation, partnership or other entity working on, in or about the State-Financed Equipment to carry such coverage. Certificates of insurance or other evidence satisfactory to the Sublessor, including the original or certified copies of the actual policies showing the existence of insurance in accordance herewith, and payments therefor, shall be delivered to the Sublessor forthwith. All insurance policies shall name the Sublessor as additional insured and shall provide the Sublessor at least thirty (30) days written notice prior to cancellation. In lieu of the foregoing and with the consent of the Sublessor, the Sublessee may self-insure for some or all of the foregoing. Any proceeds of insurance payable as a result of loss of or damage to the State-Financed Equipment shall be applied as provided in Paragraph 15 hereof.

15. **DAMAGE OR DESTRUCTION.** In the event the State-Financed Equipment is totally or partially damaged or destroyed, the Sublessee will promptly replace or repair and restore the State-Financed Equipment to working order for the purpose intended. The Sublessee shall not be entitled to any reimbursement for any such damage or destruction from the Sublessor, nor shall the Sublessee be entitled to any diminution of the amounts payable by it pursuant to this Sublease Agreement; provided, however, that any proceeds of insurance paid to the Sublessor pursuant to Paragraph 14 hereof shall be credited against the Sublessee's payment obligations under this Paragraph.

16. **EVENTS OF DEFAULT AND REMEDIES.** The Sublessee shall be deemed to be in default hereunder upon the happening of any of the following events of default: (a) the Sublessee shall fail to make any payments required to be paid hereunder, (b) the Sublessee shall fail to keep any such other term, covenant or condition contained herein, or (c) if any representation or warranty by the Sublessee herein or in any agreement, document or certificate delivered to the Sublessor in connection herewith which, at any time, proves to be incorrect in any material respect. Upon the occurrence of an event of default as specified above, and the Sublessee shall fail to remedy such event of default with all reasonable dispatch within a period of 10 days for a default under subparagraph (a)

hereof and 30 days for all other defaults, then the Sublessor or its assigns shall have the right, at its option without any further demand or notice, to pursue any one or more of the following remedies: (i) re-enter and take possession of the State-Financed Equipment, and sell or lease the State-Financed Equipment or sublease it for the account of the Sublessee, holding the Sublessee liable for all payments due to the effective date of such sale, lease or sublease; (ii) by mandamus or other suit, action or proceeding at law or in equity enforce all the Sublessor's rights hereunder, including the compelling of the performance of all duties of the Sublessee hereunder and the enforcement of the payment of any amounts hereunder then outstanding; and (iii) take any other action at law or in equity may appear necessary or desirable to collect the payments due during the then current agreement or to enforce performance and observance of any obligation, agreement or covenant of the Sublessee under this Sublease Agreement.

17. **SURRENDER UPON DEFAULT.** In the event of default as set forth in Paragraph 16 hereof, the Sublessee shall, upon the request of the Sublessor, peaceably surrender possession of the State-Financed Equipment to the Sublessor in the same condition as when delivered to the Sublessee by the Vendor less reasonable wear and tear.

18. **NATURE OF THE OBLIGATIONS OF THE SUBLESSEE.** All of the obligations of the Sublessee set forth and covenants made by the Sublessee under this Sublease Agreement are hereby established as duties specifically enjoined by law and resulting from an office, trust or station upon the Sublessee within the meaning of ORC Section 2731.01 *et seq.* To the extent permitted by law, any payment obligation of the Sublessee under this Sublease Agreement shall be an absolute and unconditional obligation of the Sublessee in all events and will not be subject to any set-off, defense, counterclaim or recoupment for any reason whatsoever. Notwithstanding any dispute between or among the Sublessee, the Sublessor and the Vendor, the Sublessee shall make all payments required of it hereunder when due and shall not withhold any payments or portions thereof pending final resolution of such dispute. The Sublessee hereby covenants that it will not assert any right of set-off or counterclaim against its obligation to make the payments required hereunder and that it will take such action as is necessary under the laws applicable to the Sublessee to budget for, seek appropriation for, and include and maintain funds sufficient and available to discharge its obligations to meet all payments due pursuant to provisions of this Sublease Agreement. Notwithstanding the foregoing and any other provision of this Sublease Agreement, the obligation of the Sublessee to make any expenditure of money hereunder is subject to the lawful appropriation of funds for such purpose by the Legislative Authority, and is not a debt of the Sublessee subject to payment from the general revenues or taxes of the Sublessee or within the meaning of any constitutional or statutory provision. Neither the Sublessor nor any other person shall have any right to have excises or taxes levied by the Legislative Authority for any such expenditure.

19. **ASSIGNABILITY.** The Sublessor may assign its right and interest in and to the State-Financed Equipment without notice to the Sublessee. Such assignee shall have full benefit of all the covenants made by the Sublessee and all rights and remedies of the Sublessor contained herein. The Sublessee shall not have the right to assign its rights, duties and obligations under this Sublease Agreement either in part or in whole without prior written consent to the Sublessor or its assignee.

20. **COVENANTS OF THE SUBLESSEE.** The Sublessee represents, covenants and warrants that it is a county and political subdivision of the State of Ohio and is authorized by the Constitution and laws of the State of Ohio to enter into the transactions contemplated by this Sublease

Agreement and to carry out its obligations hereunder. The Sublessee has been duly authorized to execute and deliver this Sublease Agreement and agrees that it will do or cause to be done all things necessary to preserve and keep its existence in full force and effect. The Sublessee further represents, covenants and warrants that all procedures have been met so that this Sublease Agreement is enforceable and the Sublessee has complied with all bidding requirements if required.

21. **NOTICES.** All notices to be given under this Sublease Agreement shall be made in writing and mailed to the other party at its address set forth below or at such address as the party may provide in writing from time to time. Any such notice shall be deemed to have been received ten days subsequent to mailing.

As to the Sublessor:

Ohio Secretary of State  
180 E. Broad Street, 16<sup>th</sup> Floor  
Columbus, Ohio 43215  
Attention: Voting Equipment  
Acquisition Program

As to the Sublessee:

County of Warren, Ohio  
406 Justice Drive  
Lebanon, Ohio 45036  
Attention: Tiffany Zindel

22. **FURTHER ASSURANCES.** The Sublessee will, upon request of the Sublessor, at the Sublessee's sole cost and expense do and perform any other act and will execute, acknowledge, deliver, file, record and deposit (and will re-file, re-register, re-record, and re-deposit whenever required) any and all further instruments required by law or the Sublessor including, without limitation, financing statements or other documents needed for the protection of the Sublessor's interest.

23. **GOVERNING LAW; COUNTERPARTS.** This Sublease Agreement shall be governed by and in accordance with the laws of the State of Ohio. This Sublease Agreement may be signed in several counterparts, each of which shall be deemed an original and all of which together shall constitute one contract.

24. **CHOICE OF VENUE.** The Sublessee agrees that, to the extent permitted by law, the state and federal courts located in Columbus, Ohio, or any other court in which the Sublessor initiates proceedings shall have exclusive jurisdiction over all matters arising out of this Sublease Agreement and that service of process in any such proceeding shall be effective if mailed to the Sublessee at its address set forth in Paragraph 21 hereof.

25. **ENTIRE AGREEMENT.** This Sublease Agreement correctly sets forth the entire agreement between the Sublessor and the Sublessee and no amendments or modifications of this Sublease Agreement shall be effective unless in writing and signed by both parties.

26. **THE SUBLESSEE'S RESPONSIBILITIES.** Nothing in this Sublease Agreement shall impute or transfer any responsibility from Sublessee to Sublessor.

27. **FEDERAL INCOME TAX MATTERS.** The Sublessee acknowledges that the Sublessor has obtained funds for the SoS Financing Program by utilizing the State COPs financing, and that the interest component of the Sublessor's lease payments thereunder is intended to be

exempt from federal income taxation under the Internal Revenue Code of 1986, as amended and the regulations prescribed thereunder (the "Code"). The Sublessor hereby covenants that it will restrict the use of the State-Financed Equipment in such manner and to such extent, if any, as may be necessary after taking into account reasonable expectations at the time the Sublease is entered into, so that the interest portion of such lease payments by the Sublessor will not be subject to federal income taxation under the Code. To the extent permitted by law, the Sublessor shall be liable for any payments to the Internal Revenue Service or the U.S. Treasury as penalties or to preserve the tax-exempt status of the State COPs Financing, and any other costs, resulting in whole or in part from actions taken by the Sublessee, including the failure of the Sublessee to comply with federal income tax laws applicable to such obligation.

**28. MAINTENANCE OF RECORDS.** The Sublessee will keep and make all reports and records associated with the State-Financed Equipment available to the Auditor of the State of Ohio (the "State Auditor"), or the State Auditor's designee, or the Sublessee, for a period of not less than thirteen (13) years after the date of this Agreement. This data shall include a description of the State-Financed Equipment, a detailed overview of the scope of work, and disbursement detail (including amount, date, nature/object of expenditure), and Vendor information. The Sublessee acknowledges that the State Auditor and other departments, agencies and officials of the State of Ohio may audit the Project at any time, including before, during and after completion. To the extent permitted by law, the Sublessee agrees that any costs of any audit by the State Auditor or any other department, agency or official of the State of Ohio will be borne exclusively by and paid solely by the Sublessee. The Sublessee will be solely responsible for all costs associated with any such audit.

**29. MISCELLANEOUS.** The waiver by the Sublessor of the Sublessee's breach of any term, covenant or condition hereof shall not be a waiver of any subsequent breach of the same or any other term, covenant or condition. Any provision of this Sublease Agreement found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of this Sublease Agreement, and any provision of this Sublease Agreement found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of this Sublease Agreement.


**THE EXHIBITS ATTACHED HERETO HAVE BEEN READ BY THE SUBLESSEE AND ARE INCLUDED IN AND MADE A PART HEREOF.**

IN WITNESS WHEREOF, the Sublessor and the Sublessee, acting through the Legislative Authority, have caused this Sublease Agreement to be executed by their duly authorized signers as of the Agreement Date.

THE SUBLESSOR: SECRETARY OF STATE OF THE STATE OF OHIO

\_\_\_\_\_  
Frank LaRose

THE SUBLESSEE: COUNTY OF WARREN, OHIO


By: \_\_\_\_\_  
County Commissioner

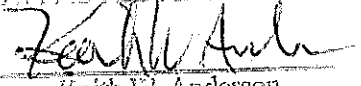
By: \_\_\_\_\_  
County Commissioner

By: \_\_\_\_\_  
County Commissioner

Approved and Agreed To:

WARREN COUNTY BOARD OF ELECTIONS

By: \_\_\_\_\_  
Director of Board of Elections

IMAGED BY E-SIGNATURE  
  
\_\_\_\_\_  
Keith W. Anderson  
Asst. Prosecuting Attorney

**CERTIFICATION OF PROSECUTING ATTORNEY**

David Fornshell, Prosecuting Attorney of the County of Warren, Ohio, (the "Sublessee") and for the reliance of the Secretary of State of the State of Ohio (the "Sublessor"), do certify that from my examination of the Sublease Agreement dated as of February 5, 2020 (the "Agreement") between the Sublessee and the Sublessor and my knowledge of Sublessee's organization, that the Agreement has been duly authorized, executed and delivered by the Sublessee in accordance with the laws of the State of Ohio. The Sublessee is a county and political subdivision of the State of Ohio with full authority and legal capacity to perform all obligations and terms of the Agreement. Upon signature by the officers executing the Agreement, the Agreement will constitute a legal obligation of Sublessee in accordance with the terms thereof, and the Sublessee possesses the legal authority to fully perform all obligations incurred by the Sublessee. The Sublessee has been authorized by the Board of County Commissioners of the Sublessee by Resolution No. \_\_\_\_\_ duly adopted by such Board on July 28, 2020

*Assistant* PROSECUTING ATTORNEY OF THE  
COUNTY OF WARREN

Name: *Karl W. Aule*  
Title: *Assistant Prosecutor*

**FISCAL OFFICER'S CERTIFICATE**

The undersigned, County Auditor of the County of Warren Ohio, as fiscal officer of such county, hereby certifies that the money required to meet the obligations of the such county during Fiscal Year 20\_\_ under the attached Sublease-Purchase Agreement have been lawfully appropriated by the Board of County Commissioners of such county for such purposes and are in the treasury or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances.

This Certificate is given in compliance with Sections 5705.41 and 5705.44 of the Revised Code.

Dated: July 28, 2020

*[Signature]*  
County Auditor  
County of Warren, Ohio

13219249

## **EXHIBIT A**

### **SCHEDULE OF STATE-FINANCED EQUIPMENT**

The State-Financed Equipment consists of voting machines and equipment and more particularly described in Exhibit A-1 hereto.

### **EQUIPMENT LOCATION**

When not in use at polling locations, the Equipment will be located at the following address:

Warren County Board of Elections  
520 Justice Drive  
Lebanon, Ohio 45036

### **OTHER USES OF STATE CONTRIBUTION**

The other uses of the State Contribution are described in Exhibit A-2 hereto.



**EXHIBIT A-1**

**LIST OF STATE-FINANCED EQUIPMENT**

<u>Equipment Description</u>	<u>Cost</u>	<u>Amount Provided by SoS Financing Program</u>
4 PrintNow	\$15,360	\$15,360
12 ClearCast with Freestanding Ballot Box	\$92,160	\$92,160
1 Central Scanner	\$57,600	\$57,600
3 Preferred Hardware Warranty	\$2,880	\$2,880



## Clear Ballot

Clear Ballot's proposed pricing is reflected in Table A of Bid OT902619. This quote will serve as an amendment to Exhibit 1 - Product Schedule of the Master Agreement entered in to on February 5, 2019 between Clear Ballot and Warren County, OH.:

Clear Ballot Proposal for Warren County, OH			
Qty	Product	Per Unit Cost	Total
4	PrintNow	\$3,840	\$15,360
12	ClearCast – Freestanding Ballot Box	\$7,680	\$92,160
1	Central Count Scanner	\$57,600	\$57,600
3	Preferred Hardware Warranty	\$960	\$2,880
<b>Total</b>			<b>\$168,000</b>

The undersigned hereby agree to be bound by the terms and requirements of this quote.

Clear Ballot:

\_\_\_\_\_  
Clear Ballot Group, Inc. Representative

Dated: \_\_\_\_\_

County Name:

\* \_\_\_\_\_  
County Representative

Dated: 7/28/20

Please return electronic copy to [James.Rundlett@ClearBallot.com](mailto:James.Rundlett@ClearBallot.com)

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

# Resolution

Number 20-1061

Adopted Date July 28, 2020

## ACKNOWLEDGE PAYMENT OF BILLS

BE IT RESOLVED, to acknowledge payment of bills from 7/21/20 and 7/23/20 as attached hereto and made a part hereof.

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

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

Resolution adopted this 28<sup>th</sup> day of July 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/tao

cc: Auditor

# Resolution

Number 20-1062

Adopted Date July 28, 2020

APPROVE A STREET AND APPURTENANCES BOND RELEASE FOR TOWNE DEVELOPMENT GROUP, LTD. FOR COMPLETION OF IMPROVEMENTS IN THORNTON GROVE SUBDIVISION, PHASE 5, PART 3 SITUATED IN HAMILTON TOWNSHIP

BE IT RESOLVED, upon recommendation of the Warren County Engineer, to approve the following street and appurtenances bond release:

## BOND RELEASE

Bond Number	:	05-060 (P)
Development	:	Thornton Grove Subdivision, Phase 5, Part 3
Developer	:	Towne Development Group, Ltd.
Township	:	Hamilton
Amount	:	\$45,687.12
Surety Company	:	Platte River Insurance Company (41045454)

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

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

Resolution adopted this 28<sup>th</sup> day of July 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Towne Dev. Group, Ltd., Attn: Judy Daley-Wright, 1055 St. Paul Place, Cincinnati, OH 45202  
Platte River Insurance Co., P.O. Box 5900, Madison, WI 53705-0900  
Engineer (file)  
Bond Agreement file

# Resolution

Number 20-1063

Adopted Date July 28, 2020

APPROVE A SIDEWALK BOND RELEASE FOR TOWNE DEVELOPMENT GROUP, LTD.  
FOR COMPLETION OF IMPROVEMENTS IN THORNTON GROVE SUBDIVISION,  
PHASE 5, PART 3 SITUATED IN HAMILTON TOWNSHIP

BE IT RESOLVED, upon recommendation of the Warren County Engineer, to approve the  
following sidewalk bond release:

## BOND RELEASE

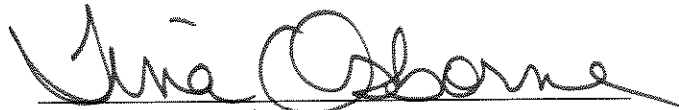
Bond Number	:	05-060 (S)
Development	:	Thornton Grove Subdivision, Phase 5, Part 3
Developer	:	Towne Development Group, Ltd.
Township	:	Hamilton
Amount	:	\$42,042.00
Surety Company	:	Platte River Insurance Company (41045455)

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

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

Resolution adopted this 28<sup>th</sup> day of July 2020.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Towne Dev. Group, Ltd., Attn: Judy Daley-Wright, 1055 St. Paul Place, Cincinnati, OH 45202  
Platte River Insurance Co., P.O. Box 5900, Madison, WI 53705-0900  
Engineer (file)  
Bond Agreement file

# Resolution

Number 20-1064

Adopted Date July 28, 2020

APPROVE ELM TREE DRIVE, HICKORY WOOD COURT, AND SPRUCE GLEN IN THORNTON GROVE SUBDIVISION, PHASE 5, PART 3 FOR PUBLIC MAINTENANCE BY HAMILTON TOWNSHIP

WHEREAS, the Warren County Engineer has verified that Elm Tree Drive, Hickory Wood Court, and Spruce Glen has been constructed in compliance with the approved plans and specifications; and

Street Number	Street Name	Street Width	Street Mileage
2162-T	Elm Tree Drive	0'-29'-0"	0.086
2484-T	Hickory Wood Court	0'-29'-0"	0.157
1535-T	Spruce Glen	0'-29'-0"	0.076

NOW THEREFORE BE IT RESOLVED, to accept the above street name for public maintenance by Hamilton Township; and

BE IT FURTHER RESOLVED, that the Clerk of the Board of Commissioners certify a copy of this resolution to the County Engineer, Warren County, Ohio.

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

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

Resolution adopted this 28<sup>th</sup> day of July 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Map Room (Certified copy)  
Township Trustees  
Ohio Department of Transportation  
Engineer (file)  
Developer  
Bond Agreement file

# THORNTON GROVE SUBDIVISION PHASE 5, PART 3

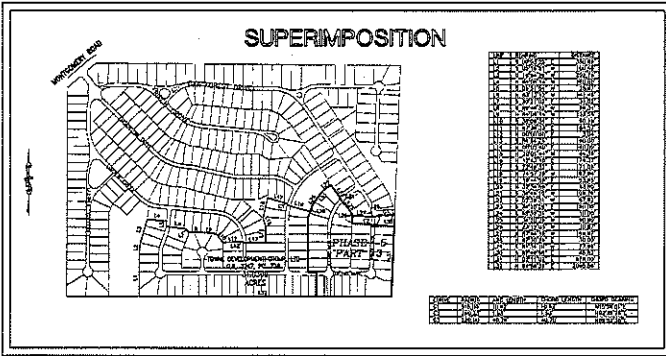
MILITARY SURVEY NO. 3334,  
HAMILTON TOWNSHIP, WARREN CO. OHIO

DRAWING NUMBER  
Thornton Grove Sub  
P.L.S. PT. 3  
7-3-9  
REVISIONS  
DATE

DRAWING NUMBER  
DATE

DRAWING NUMBER  
DATE

DRAWING NUMBER  
DATE

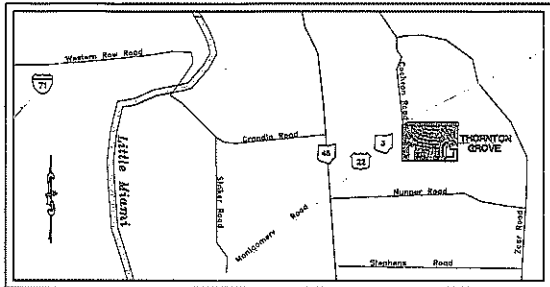


**ACREAGE SUMMARY PHASE 5, PART 3**

LOTS:	8.6389 ACRES
GREENSPACE LOTS:	1.3369 ACRES
ROADWAY:	1.2348 ACRES
TOTAL:	11.2106 ACRES

**O.R. 3247 PG. 739  
ACREAGE SUMMARY**

TOTAL ACREAGE:	31.0300 ACRES
(O.R. 3247, PG. 739) (SR )	
(LESS) PHASE 4, PART 2	7.0101 ACRES
(LESS) PHASE 5, PART 1 (PART OF) 0.8043 ACRES	
(LESS) PHASE 5, PART 2	12.2050 ACRES
(LESS) PHASE 5, PART 3	11.2106 ACRES
ACREAGE OF LOTS	10.1654 ACRES
ROADWAY	1.1052 ACRES
REMAINDER:	0.0000 ACRES



**CERTIFICATE OF SURVEYOR**

I HEREBY CERTIFY THAT THIS MAP IS A TRUE AND COMPLETE SURVEY MADE UNDER MY PERSONAL SUPERVISION, THAT ALL MONUMENTS AND LOT CORNER PINS ARE (OR WILL BE) SET AS SHOWN.

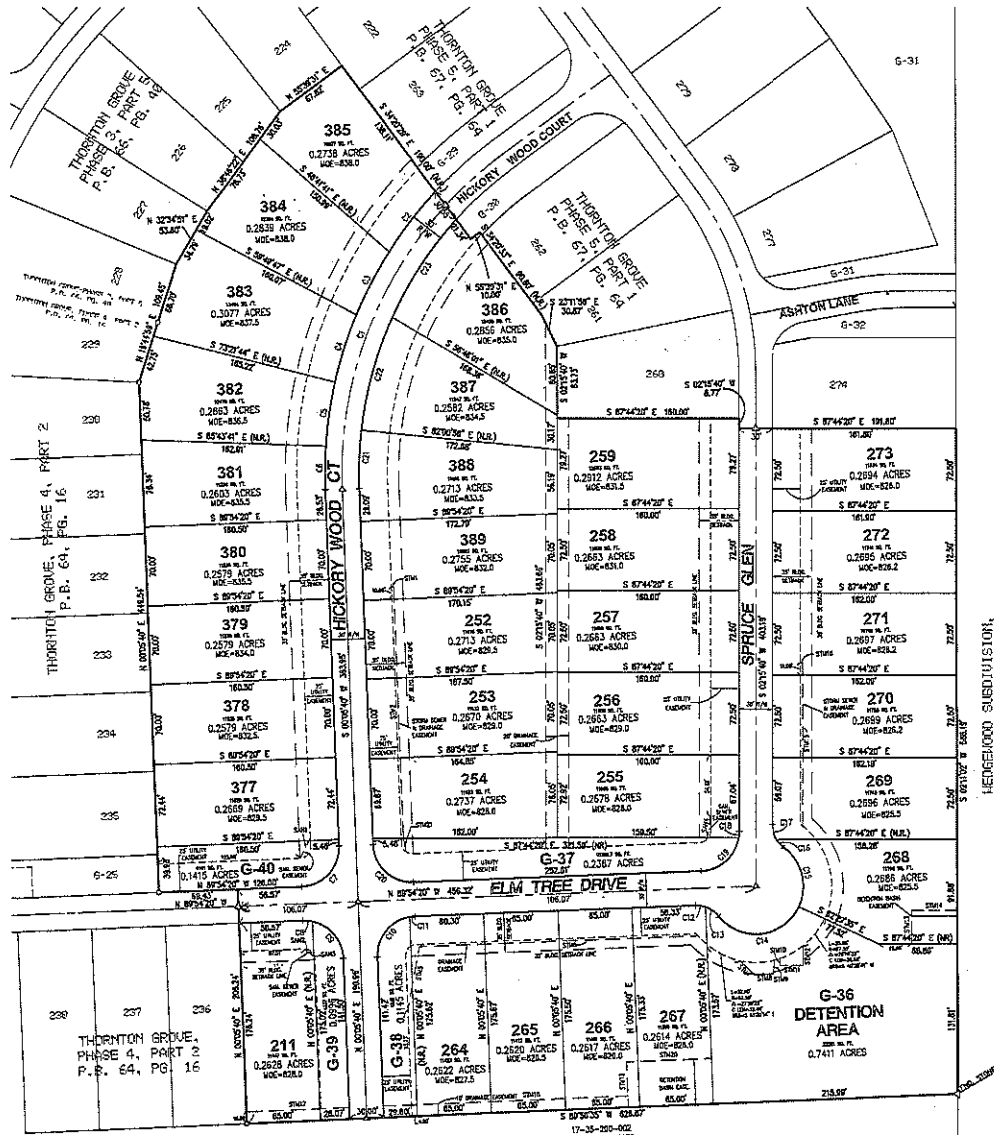
*Gerard J. Beskow*  
REGISTERED SURVEYOR #6000



D16 17-35-220-036 R.2115 ac.

LOT NUMBER	ACREAGE	LOT NUMBER	ACREAGE	LOT NUMBER	ACREAGE
LOT 211	17-35-220-004	LOT 253	17-35-227-005	LOT 277	17-35-227-011
LOT 212	17-35-220-004	LOT 254	17-35-227-006	LOT 278	17-35-227-012
LOT 213	17-35-220-010	LOT 255	17-35-227-007	LOT 279	17-35-227-013
LOT 214	17-35-220-011	LOT 256	17-35-227-008	LOT 280	17-35-227-014
LOT 215	17-35-220-012	LOT 257	17-35-227-009	LOT 281	17-35-227-015
LOT 216	17-35-220-013	LOT 258	17-35-227-010	LOT 282	17-35-227-016
LOT 217	17-35-220-014	LOT 259	17-35-227-011	LOT 283	17-35-227-017
LOT 218	17-35-220-015	LOT 260	17-35-227-012	LOT 284	17-35-227-018
LOT 219	17-35-220-016	LOT 261	17-35-227-013	LOT 285	17-35-227-019
LOT 220	17-35-220-017	LOT 262	17-35-227-014	LOT 286	17-35-227-020
LOT 221	17-35-220-018	LOT 263	17-35-227-015	LOT 287	17-35-227-021
LOT 222	17-35-220-019	LOT 264	17-35-227-016	LOT 288	17-35-227-022
LOT 223	17-35-220-020	LOT 265	17-35-227-017	LOT 289	17-35-227-023
LOT 224	17-35-220-021	LOT 266	17-35-227-018	LOT 290	17-35-227-024
LOT 225	17-35-220-022	LOT 267	17-35-227-019	LOT 291	17-35-227-025
LOT 226	17-35-220-023	LOT 268	17-35-227-020	LOT 292	17-35-227-026
LOT 227	17-35-220-024	LOT 269	17-35-227-021	LOT 293	17-35-227-027
LOT 228	17-35-220-025	LOT 270	17-35-227-022	LOT 294	17-35-227-028
LOT 229	17-35-220-026	LOT 271	17-35-227-023	LOT 295	17-35-227-029
LOT 230	17-35-220-027	LOT 272	17-35-227-024	LOT 296	17-35-227-030
LOT 231	17-35-220-028	LOT 273	17-35-227-025	LOT 297	17-35-227-031
LOT 232	17-35-220-029	LOT 274	17-35-227-026	LOT 298	17-35-227-032
LOT 233	17-35-220-030	LOT 275	17-35-227-027	LOT 299	17-35-227-033
LOT 234	17-35-220-031	LOT 276	17-35-227-028	LOT 300	17-35-227-034
LOT 235	17-35-220-032	LOT 277	17-35-227-029	LOT 301	17-35-227-035
LOT 236	17-35-220-033	LOT 278	17-35-227-030	LOT 302	17-35-227-036
LOT 237	17-35-220-034	LOT 279	17-35-227-031	LOT 303	17-35-227-037
LOT 238	17-35-220-035	LOT 280	17-35-227-032	LOT 304	17-35-227-038
LOT 239	17-35-220-036	LOT 281	17-35-227-033	LOT 305	17-35-227-039
LOT 240	17-35-220-037	LOT 282	17-35-227-034	LOT 306	17-35-227-040
LOT 241	17-35-220-038	LOT 283	17-35-227-035	LOT 307	17-35-227-041
LOT 242	17-35-220-039	LOT 284	17-35-227-036	LOT 308	17-35-227-042
LOT 243	17-35-220-040	LOT 285	17-35-227-037	LOT 309	17-35-227-043
LOT 244	17-35-220-041	LOT 286	17-35-227-038	LOT 310	17-35-227-044
LOT 245	17-35-220-042	LOT 287	17-35-227-039	LOT 311	17-35-227-045
LOT 246	17-35-220-043	LOT 288	17-35-227-040	LOT 312	17-35-227-046
LOT 247	17-35-220-044	LOT 289	17-35-227-041	LOT 313	17-35-227-047
LOT 248	17-35-220-045	LOT 290	17-35-227-042	LOT 314	17-35-227-048
LOT 249	17-35-220-046	LOT 291	17-35-227-043	LOT 315	17-35-227-049
LOT 250	17-35-220-047	LOT 292	17-35-227-044	LOT 316	17-35-227-050
LOT 251	17-35-220-048	LOT 293	17-35-227-045	LOT 317	17-35-227-051
LOT 252	17-35-220-049	LOT 294	17-35-227-046	LOT 318	17-35-227-052
LOT 253	17-35-220-050	LOT 295	17-35-227-047	LOT 319	17-35-227-053
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LOT 257	17-35-220-054	LOT 299	17-35-227-051	LOT 323	17-35-227-057
LOT 258	17-35-220-055	LOT 300	17-35-227-052	LOT 324	17-35-227-058
LOT 259	17-35-220-056	LOT 301	17-35-227-053	LOT 325	17-35-227-059
LOT 260	17-35-220-057	LOT 302	17-35-227-054	LOT 326	17-35-227-060
LOT 261	17-35-220-058	LOT 303	17-35-227-055	LOT 327	17-35-227-061
LOT 262	17-35-220-059	LOT 304	17-35-227-056	LOT 328	17-35-227-062
LOT 263	17-35-220-060	LOT 305	17-35-227-057	LOT 329	17-35-227-063
LOT 264	17-35-220-061	LOT 306	17-35-227-058	LOT 330	17-35-227-064
LOT 265	17-35-220-062	LOT 307	17-35-227-059	LOT 331	17-35-227-065
LOT 266	17-35-220-063	LOT 308	17-35-227-060	LOT 332	17-35-227-066
LOT 267	17-35-220-064	LOT 309	17-35-227-061	LOT 333	17-35-227-067
LOT 268	17-35-220-065	LOT 310	17-35-227-062	LOT 334	17-35-227-068
LOT 269	17-35-220-066	LOT 311	17-35-227-063	LOT 335	17-35-227-069
LOT 270	17-35-220-067	LOT 312	17-35-227-064	LOT 336	17-35-227-070
LOT 271	17-35-220-068	LOT 313	17-35-227-065	LOT 337	17-35-227-071
LOT 272	17-35-220-069	LOT 314	17-35-227-066	LOT 338	17-35-227-072
LOT 273	17-35-220-070	LOT 315	17-35-227-067	LOT 339	17-35-227-073
LOT 274	17-35-220-071	LOT 316	17-35-227-068	LOT 340	17-35-227-074
LOT 275	17-35-220-072	LOT 317	17-35-227-069	LOT 341	17-35-227-075
LOT 276	17-35-220-073	LOT 318	17-35-227-070	LOT 342	17-35-227-076
LOT 277	17-35-220-074	LOT 319	17-35-227-071	LOT 343	17-35-227-077
LOT 278	17-35-220-075	LOT 320	17-35-227-072	LOT 344	17-35-227-078
LOT 279	17-35-220-076	LOT 321	17-35-227-073	LOT 345	17-35-227-079
LOT 280	17-35-220-077	LOT 322	17-35-227-074	LOT 346	17-35-227-080
LOT 281	17-35-220-078	LOT 323	17-35-227-075	LOT 347	17-

Designs Based On: Plat of Survey  
G.J. Berding Surveying, Inc. No. 96, P.C. 097  
Date of Design: \_\_\_\_\_



Lot	Bearing	Distance	Area
211	N 87°42'00" E	103.31'	0.2828 ACRES
212	N 87°42'00" E	103.31'	0.2828 ACRES
213	N 87°42'00" E	103.31'	0.2828 ACRES
214	N 87°42'00" E	103.31'	0.2828 ACRES
215	N 87°42'00" E	103.31'	0.2828 ACRES
216	N 87°42'00" E	103.31'	0.2828 ACRES
217	N 87°42'00" E	103.31'	0.2828 ACRES
218	N 87°42'00" E	103.31'	0.2828 ACRES
219	N 87°42'00" E	103.31'	0.2828 ACRES
220	N 87°42'00" E	103.31'	0.2828 ACRES
221	N 87°42'00" E	103.31'	0.2828 ACRES
222	N 87°42'00" E	103.31'	0.2828 ACRES
223	N 87°42'00" E	103.31'	0.2828 ACRES
224	N 87°42'00" E	103.31'	0.2828 ACRES
225	N 87°42'00" E	103.31'	0.2828 ACRES
226	N 87°42'00" E	103.31'	0.2828 ACRES
227	N 87°42'00" E	103.31'	0.2828 ACRES
228	N 87°42'00" E	103.31'	0.2828 ACRES
229	N 87°42'00" E	103.31'	0.2828 ACRES
230	N 87°42'00" E	103.31'	0.2828 ACRES
231	N 87°42'00" E	103.31'	0.2828 ACRES
232	N 87°42'00" E	103.31'	0.2828 ACRES
233	N 87°42'00" E	103.31'	0.2828 ACRES
234	N 87°42'00" E	103.31'	0.2828 ACRES
235	N 87°42'00" E	103.31'	0.2828 ACRES
236	N 87°42'00" E	103.31'	0.2828 ACRES
237	N 87°42'00" E	103.31'	0.2828 ACRES
238	N 87°42'00" E	103.31'	0.2828 ACRES
239	N 87°42'00" E	103.31'	0.2828 ACRES
240	N 87°42'00" E	103.31'	0.2828 ACRES
241	N 87°42'00" E	103.31'	0.2828 ACRES
242	N 87°42'00" E	103.31'	0.2828 ACRES
243	N 87°42'00" E	103.31'	0.2828 ACRES
244	N 87°42'00" E	103.31'	0.2828 ACRES
245	N 87°42'00" E	103.31'	0.2828 ACRES
246	N 87°42'00" E	103.31'	0.2828 ACRES
247	N 87°42'00" E	103.31'	0.2828 ACRES
248	N 87°42'00" E	103.31'	0.2828 ACRES
249	N 87°42'00" E	103.31'	0.2828 ACRES
250	N 87°42'00" E	103.31'	0.2828 ACRES
251	N 87°42'00" E	103.31'	0.2828 ACRES
252	N 87°42'00" E	103.31'	0.2828 ACRES
253	N 87°42'00" E	103.31'	0.2828 ACRES
254	N 87°42'00" E	103.31'	0.2828 ACRES
255	N 87°42'00" E	103.31'	0.2828 ACRES
256	N 87°42'00" E	103.31'	0.2828 ACRES
257	N 87°42'00" E	103.31'	0.2828 ACRES
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259	N 87°42'00" E	103.31'	0.2828 ACRES
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CHORD	RADIUS	ARC LENGTH	CHORD BEARING	BEA. ANGLE
C1	380.00'	272.33'	S 22°24'00" W	144°35'47"
C2	380.00'	198.67'	S 32°34'00" W	135°59'00"
C3	380.00'	82.80'	S 52°45'18" W	83°49'30"
C4	380.00'	187.77'	S 19°34'50" W	109°31'14"
C5	380.00'	124.00'	S 46°53'00" W	105°23'30"
C6	380.00'	38.00'	S 83°41'11" W	65°28'00"
C7	380.00'	184.79'	S 43°26'40" W	96°00'00"
C8	380.00'	183.37'	S 42°20'00" W	114°52'14"
C9	380.00'	45.88'	S 57°30'59" W	75°21'30"
C10	380.00'	49.48'	N 41°19'53" E	88°23'31"
C11	380.00'	4.71'	N 87°13'53" E	07°49'00"
C12	380.00'	8.86'	S 78°52'31" E	20°43'34"
C13	380.00'	141.71'	S 52°38'18" E	33°58'50"
C14	380.00'	88.39'	N 85°54'17" E	118°27'04"
C15	380.00'	38.00'	N 12°10'52" E	72°37'14"
C16	380.00'	8.86'	N 41°17'51" E	20°27'30"
C17	380.00'	14.21'	N 81°47'57" E	33°18'31"
C18	380.00'	3.92'	S 07°06'53" W	05°59'45"
C19	380.00'	47.73'	S 37°38'31" W	78°18'10"
C20	380.00'	54.39'	N 44°30'01" E	62°00'00"
C21	380.00'	50.96'	N 04°27'09" E	09°42'58"
C22	380.00'	103.31'	N 17°40'51" E	17°44'25"
C23	380.00'	103.31'	N 35°29'31" E	17°39'54"

HEDGEWOOD SUBDIVISION,  
BLOCK 11  
P.B. 62, PG. 72

OCCUPATION  
AS SHOWN ON PLAT  
Name  
Record Plat  
Thornton Grove Subdivision  
Phase 5, Part 3  
Survey Type  
Towne Properties  
Thornton Grove  
Lot Number  
Military Survey No. 3334  
Hamilton Township  
Warren County, Ohio

1" = 50'  
Date  
7/13/05  
Project Number  
96005



Berding Surveying

GPS Surveying 3D Laser Scanning  
241 Main Street | Millersburg, OH 43102 | www.berdingsurveying.com  
614.631.2761 fax | 614.631.6266 ext.  
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73-10





## HAMILTON TOWNSHIP

### HAMILTON TOWNSHIP ADMINISTRATION

Darryl Cordrey – *Board Chair*  
Joe Rozzi – *Trustee*  
Mark Sousa – *Trustee*  
Kurt Weber – *Fiscal Officer*

7780 South State Route 48  
Maineville, Ohio 45039  
Phone: (513) 683-8520  
Fax: (513) 683-4325

**Township Administrator**  
Brent Centers  
(513) 239-2372

**Finance Coordinator**  
Ellen Horman  
Phone: (513) 239-2377

**Human Resources**  
Kellie Krieger  
Phone: (513) 239-2461

**Economic Development  
and Zoning**  
Alex Kraemer  
Phone: (513) 683-8520

**Public Works**  
Kenny Hickey – Director  
Phone: (513) 683-5360

**Police Department**  
Scott Hughes – Police Chief

7780 South State Route 48  
Maineville, Ohio 45039  
Phone: (513) 683-0538

**Fire and Emergency Services**  
Brian Reese – Fire Chief

69 West Foster-Maineville Rd.  
Maineville, Ohio 45039  
Phone: (513) 683-1622  
(513) 899-1967

6/4/2020

Warren County Engineers Office  
c/o Jason Fisher/Tabitha Ryan  
105 Markey Road  
Lebanon, Ohio 45036

Dear Mr. Fisher/Ms. Ryan,

Hamilton Township does hereby accept the roads for maintenance within the following development, based upon your letter stating that all items compiled in the punch list have been taken care of. After the final inspection by your office and our Public Works Director; it has been found to be in compliance with all requirements, set forth by the County Engineer's Office and Hamilton Township's Public Works Director, along with the approval of the Board of Trustees per Resolution 20-0603.

This would include, Thornton Grove, Phase Five, Section Three that has been required to be released by your department, in the unincorporated area of Hamilton Township.

If you have any questions feel free to contact the office.

Sincerely,

Kenny Hickey  
Hamilton Township  
Assistant Administrator/Public Works Director

# Resolution

Number 20-1065

Adopted Date July 28, 2020

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 \$690,000.00; and

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


\$690,000.00 into #22385802-5410 (WIB – Contracts BOCC Approved)

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

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

Resolution adopted this 28<sup>th</sup> day of July 2020.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Auditor   
Amended Certificate file  
Supplemental App file  
Workforce Investment Board (file)  
OMB



# Resolution

Number 20-1066

Adopted Date July 28, 2020

**ACCEPT AMENDED CERTIFICATE FOR THE BOARD OF ELECTIONS SECURITY  
GRANT FUND 2209**

WHEREAS, the Board of Elections has received federal dollars from the Help America Vote Act through the Cares Act to use towards elections related expenses due to the COVID-19 pandemic.

WHEREAS, in order to appropriate said funds an amended certificate is necessary; and

NOW THEREFORE BE IT RESOLVED, to accept an amended certificate from the Warren County Budget Commission in the amount of \$192,507.00 for the Board of Elections Security Grants Fund 2209.

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

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

Resolution adopted this 28<sup>th</sup> day of July 2020.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Auditor   
Amended Certificate file  
Board of Elections (file)



# Resolution

Number 20-1067

Adopted Date July 28, 2020

APPROVE OPERATIONAL TRANSFER FROM COUNTY COMMISSIONERS' FUND #11011112 INTO MARY HAVEN YOUTH TREATMENT CENTER FUND #2270

WHEREAS, the Mary Haven Youth Center has requested that the third quarter of their 2020 operating contribution be transferred from the County Commissioners Fund #1101 into the Mary Haven Youth Treatment Center Fund #2270; and

NOW THEREFORE BE IT RESOLVED, to approve the following operational transfer from County Commissioners Fund #1101 into Mary Haven Youth Treatment Center Fund #2270:

\$241,700.00	from	#11011112-5744	(County Commissioners, Grants-Mary Haven)
	Into	#2270-49001	(Mary Haven - County Grant Transfers)

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

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

Resolution adopted this 28<sup>th</sup> day of July 2020.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Auditor   
Probate/Juvenile (file)  
Operational Transfer file  
OMB

# Resolution

Number 20-1068

Adopted Date July 28, 2020

APPROVE SUPPLEMENTAL APPROPRIATION INTO COMMON PLEAS COURT  
COGNITIVE INTERVENTION PROGRAM SUBSTANCE ABUSE MONITORING FUND  
2284

BE IT RESOLVED, to approve the following supplemental appropriation:


\$ 15,000.00 into 22842911-5210 (Materials & Supplies)

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

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

Resolution adopted this 28<sup>th</sup> day of July 2020.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Auditor   
Supplemental App. file  
Common Pleas Court (file)

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

# Resolution

Number 20-1069

Adopted Date July 28, 2020

APPROVE SUPPLEMENTAL APPROPRIATIONS INTO COMMON PLEAS COURT  
COMMUNITY BASED CORRECTIONS FUND #2289

BE IT RESOLVED, to approve the following supplemental appropriations:

\$ 30,000.00	into	BUDGET-BUDGET	22891227-5102	(Salaries-Regular)
\$ 3,000.00	into	BUDGET-BUDGET	22891227-5811	(PERS)
\$ 1,000.00	into	BUDGET-BUDGET	22891227-5871	(Medicare)

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

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

Resolution adopted this 28<sup>th</sup> day of July 2020.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Auditor   
Supplemental App. file  
Common Pleas (file)



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

# Resolution

Number 20-1070

Adopted Date July 28, 2020

APPROVE APPROPRIATION ADJUSTMENT WITHIN SHERIFF'S OFFICE FUND  
11012210

BE IT RESOLVED, to approve the following appropriation adjustment:

\$75,000.00	from	11012210-5820	(Health & Life Insurance)
	into	11012210-5114	(Overtime Pay)

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

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

Resolution adopted this 28<sup>th</sup> day of July 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor   
Appropriation Adjustment file  
Sheriff (file)

# Resolution

Number 20-1071

Adopted Date July 28, 2020

APPROVE APPROPRIATION ADJUSTMENT WITHIN THE JUVENILE DETENTION  
FUND #11012600

BE IT RESOLVED, to approve the following appropriation adjustment:

\$2,000.00	from	#11012600-5102	(Regular Salaries)
	into	#11012600-5318	(Data Bd Approval Non Cap)

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

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

Resolution adopted this 28<sup>th</sup> day of July 2020.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Auditor   
Appropriation Adj. file  
Juvenile (file)

# Resolution

Number 20-1072

Adopted Date July 28, 2020

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, Elaine Luers:

\$140.00	from	#22735100-5102	(Regular Salaries)
	into	#22735100-5882	(Accum. Vacation Payout)

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

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

Resolution adopted this 28<sup>th</sup> day of July 2020.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

jc/

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

*BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO*

# Resolution

Number 20-1073

Adopted Date July 28, 2020,

APPROVE REQUISITIONS AND AUTHORIZE COUNTY ADMINISTRATOR TO SIGN DOCUMENTS RELATIVE THERETO


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

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

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

Resolution adopted this 28<sup>th</sup> day of July 2020.

BOARD OF COUNTY COMMISSIONERS

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

cc: Commissioners file

Department	Vendor Name	Description	Amount
WAT	KLEINGERS GROUP, INC.	SR 22-3 WATERLINE REPLACEMENT ENGINEERING	\$ 75,252.00

7/28/2020 APPROVED:



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Tiffany Zindel, County Administrator