

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 21-0390

Adopted Date March 23, 2021

HIRE KRYSTAL POWELL AS ADMINISTRATIVE ASSISTANT, WITHIN THE WARREN COUNTY COMMISSIONERS' OFFICE

BE IT RESOLVED, to hire Krystal Powell as Administrative Assistant, within the Warren County Commissioners' Office, classified, full-time permanent, non-exempt status (40 hours per week), Pay Grade #13, \$16.68 per hour, effective April 12, 2021, subject to a 365-day probationary period;

BE IT FURTHER RESOLVED, that Ms. Powell will not receive the typical three percent (3%) increase upon completion of probation as her wage reflects her experience.

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 23rd day of March 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

H/R

cc: Commissioners' file
K. Powell's Personnel file
OMB – Sue Spencer

Resolution

Number 21-0391

Adopted Date March 23, 2021

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

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

NOW THEREFORE BE IT RESOLVED, to authorize the posting of the position of "Sewer Collections Worker I or II" in accordance with Warren County Personnel Policy Manual, Section 2.02(A); posting to occur for a period of at least seven (7) consecutive calendar days beginning March 16, 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 23rd day of March 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

H/R

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

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 21-0392

Adopted Date March 23, 2021

CANCEL REGULARLY SCHEDULED COMMISSIONERS' MEETING OF THURSDAY,
MARCH 25, 2021

BE IT RESOLVED, to cancel the regularly scheduled Commissioners' Meeting of Thursday,
March 25, 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 23rd day of March 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

/tao

cc: Auditor _____
Commissioners' file
Press

Resolution

Number 21-0393

Adopted Date March 23, 2021

AUTHORIZE PUBLICATION OF NOTICE TO PUBLIC OF PROPOSAL TO CONSTRUCT IN A FLOODPLAIN RELATIVE TO THE FISCAL YEAR 2021 MORROW – TRAIN DEPOT COMMUNITY CENTER AND THE FISCAL YEAR 2021 CITY OF FRANKLIN MACKINAW IMPROVEMENT COMMUNITY DEVELOPMENT BLOCK GRANT PROJECTS

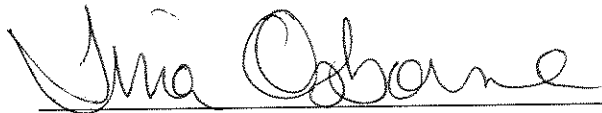
BE IT RESOLVED, to authorize and direct the Clerk to publish a Notice to Public of Proposal to Construct in a Floodplain relative to the FY 2021 Morrow – Train Depot Community Center and the FY 2021 City of Franklin Mackinaw Improvement Community Development Block Grant Projects.

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 23rd day of March 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/sm

cc: OGA (file)

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

Resolution

Number 21-0394

Adopted Date March 23, 2021

ADVERTISE FOR BIDS FOR THE 2021 STRIPING PROJECT

BE IT RESOLVED, to advertise for bids for the 2021 Striping Project for the County Engineer; and

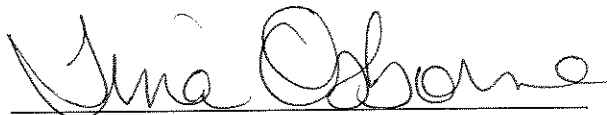
BE IT FURTHER RESOLVED, to advertise said bid for one (1) week in a newspaper of general circulation and for two consecutive weeks on the County Internet website, beginning the week of March 28, 2021; bid opening to be April 13, 2021 @ 9:15 a.m.

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 23rd day of March 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

LLA

cc: Engineer (file)
OMB Bid file

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

Resolution

Number 21-0395

Adopted Date March 23, 2021

**ADVERTISE FOR REQUEST FOR QUALIFICATIONS FOR CRITERIA ARCHITECT
SERVICES FOR THE WARREN COUNTY COURT EXPANSION PROJECT**

BE IT RESOLVED, to advertise for Request for Qualifications(RFQ) for Criteria Architect Services relative to the Warren County Court Expansion Project; and


BE IT FURTHER RESOLVED, to advertise said Request for Qualifications for one (1) week in a newspaper of general circulation beginning the week of March 28, 2021, and for two (2) consecutive weeks on the Warren County website; Proposal deadline is April 15, 2021 @ 4:00 p.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 23rd day of March 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

ll/

cc: Facilities Management (file)
OMB Bid file

Resolution

Number 21-0396

Adopted Date March 23, 2021

ENTER INTO CONTRACT WITH BRUMBAUGH CONSTRUCTION, INC. FOR THE
SPRINGBORO ROAD BRIDGE #41-2.49 REHABILITATION PROJECT

WHEREAS, pursuant to Resolution 21-0326, adopted March 9, 2021, this Board approved a Notice of Intent to Award Contract for the Springboro Road Bridge #41-2.49 Rehabilitation Project to Brumbaugh Construction, Inc., for a total bid price of \$257,764.00; and

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

NOW THEREFORE BE IT RESOLVED, to enter into contract with Brumbaugh Construction, Inc., 3520 St. Rt. 49, Arcanum, OH 45304 for said project, for a total contract price of \$257,764.00; 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 23rd day of March 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

lkl/

cc: c/a— Brumbaugh Construction, Inc
Engineer (file)
OMB Bid file

CONTRACT

THIS AGREEMENT, made this 23 day of March, 2021, with the Warren County Board of Commissioners, 406 Justice Drive, Lebanon, Ohio hereinafter called "Owner" and Brumbaugh Construction, Inc. 3520 St. Rt. 49, P.O. Box 309, Arcanum, Ohio doing businesses as (an individual, partner, a corporation) hereinafter called "Contractor."

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

SPRINGBORO ROAD BRIDGE #41-2.49 REHABILITATION PROJECT

hereinafter called the project, for the sum of \$257,764.00 (two hundred fifty seven thousand, seven hundred sixty four dollars), and all work in connection therewith, under the terms as stated in the Conditions of the Contract; and as his/her (its or their) own proper cost and expense furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, Conditions of the Contract, the Specifications and Contract Documents. "Contract Documents" means and includes the following:

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

The CONTRACTOR hereby agrees to commence work under this contract on or before a date to be specified in a Written "Notice to Proceed" of the OWNER, and to fully complete the project in 10 weeks after the written notice-to-proceed has been issued and a preconstruction meeting has been held. The Contractor further agrees to pay, as liquidated damages, the sum of \$400.00 for each consecutive calendar day thereafter.

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

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

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

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

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

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


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

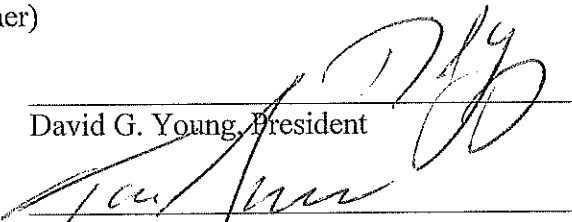
Contractor shall bind every subcontractor to, and every subcontractor must agree to be bound by the terms of, this Agreement, as far as applicable to the subcontractor's work particularly pertaining to Prevailing Wages and EEO requirements. Nothing contained in this Agreement shall create any contractual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

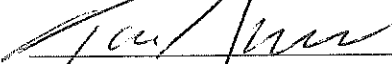
IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in two counterparts, each of which shall be deemed an original on the date first above written.

WARREN COUNTY BOARD OF COMMISSIONERS
(Owner)

ATTEST


Name Laura Jander


David G. Young, President


Tom Grossman

(Seal)

Shannon Jones

ATTEST:

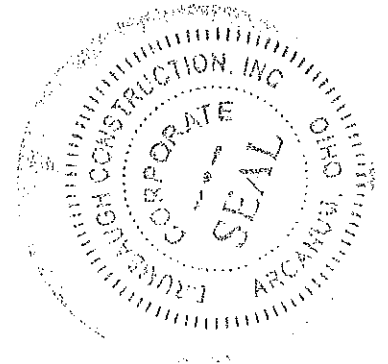
Approved as to Form:

Karl W. Aulin
Assistant Prosecutor

Brumbaugh Construction, Inc

By:

Troy L. Myers
Name and Title
Troy L. Myers, Vice President



Resolution

Number 21-0397

Adopted Date March 23, 2021

ENTER INTO CONTRACT WITH DDK CONSTRUCTION, INC. FOR THE UNION ROAD BRIDGES #33-4.92 & #33-5.16 REHABILITATION PROJECT

WHEREAS, pursuant to Resolution 21-0290, adopted March 2, 2021, this Board approved a Notice of Intent to Award Contract for the Union Road Bridges #33-4.92 & #33-5.16 Rehabilitation Project to DDK Construction, Inc., for a total bid price of \$484,882.05; and

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


NOW THEREFORE BE IT RESOLVED, to enter into contract with DDK Construction, Inc., 7259 Dog Trot Road, Cincinnati, Ohio for said project, for a total contract price of \$484,882.05; 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 23rd day of March 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

lkl/

cc: c/a—DDK Construction, Inc.
Engineer (file)
OMB Bid file

CONTRACT

THIS AGREEMENT, made this 23 day of March, 2021, with the Warren County Board of Commissioners, 406 Justice Drive, Lebanon, Ohio hereinafter called "Owner" and DDK Construction, Inc., 7259 Dog Trot Road, Cincinnati, Ohio, doing businesses as (an individual, partner, a corporation) hereinafter called "Contractor."

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

UNION ROAD BRIDGES #33-4.92 & #33-5.16 REHABILITATION PROJECT

hereinafter called the project, for the sum of \$484,882.05, four hundred eighty four thousand, eight hundred eighty two dollars and five cents, and all work in connection therewith, under the terms as stated in the Conditions of the Contract; and as his/her (its or their) own proper cost and expense furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, Conditions of the Contract, the Specifications and Contract Documents. "Contract Documents" means and includes the following:

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

The CONTRACTOR hereby agrees to commence work under this contract on or before a date to be specified in a Written "Notice to Proceed" of the OWNER, and to fully complete the project in 10 weeks after the written notice-to-proceed has been issued and a preconstruction meeting has been held. The Contractor further agrees to pay, as liquidated damages, the sum of \$400.00 for each consecutive calendar day thereafter.

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

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

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

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

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

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

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

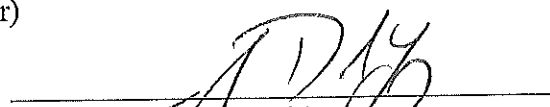
Contractor shall bind every subcontractor to, and every subcontractor must agree to be bound by the terms of, this Agreement, as far as applicable to the subcontractor's work particularly pertaining to Prevailing Wages and EEO requirements. Nothing contained in this Agreement shall create any contractual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

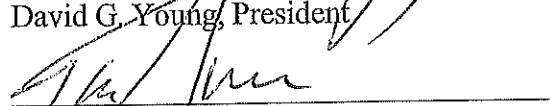
IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in two counterparts, each of which shall be deemed an original on the date first above written.

WARREN COUNTY BOARD OF COMMISSIONERS
(Owner)

ATTEST

Name Laura Landler



David G. Young, President


Tom Grossmann

(Seal)

Shannon Jones

ATTEST:

Approved as to Form:

Kent W. Aul
Assistant Prosecutor

DDK CONSTRUCTION

By:

Douglas Schmidt
Name and Title
president

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

Resolution

Number 21-0398

Adopted Date March 23, 2021

ENTER INTO CONTRACT WITH MOODY'S OF DAYTON, INC. FOR THE 2021 WELL REDEVELOPMENT PROJECT

WHEREAS, pursuant to Resolution 21-0328, adopted March 9, 2021 this Board approved a Notice of Intent to Award Bid for the 2021 Well Redevelopment Project to Moody's of Dayton, Inc., for a total bid price of \$290,000.00; and

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

NOW THEREFORE BE IT RESOLVED, to enter into contract with Moody's of Dayton, Inc., 4359 Infirmary Rd., Miamisburg, Ohio 45342, for a total contract price of \$290,000.00; 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 23rd day of March 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

lkl\

cc: c/a—Moody's of Dayton, Inc.
Water/Sewer (file)
OMB Bid file

**SECTION 00 60 10
CONTRACT**

THIS AGREEMENT, made this 23 day of March, 2021, with the Warren County Board of Commissioners, 406 Justice Drive, Lebanon, Ohio, hereinafter called "Owner" and **Moody's of Dayton, Inc. 4359 Infirmary Road, Miamisburg, Ohio** doing businesses as (an individual, partner, a corporation) hereinafter called "Contractor."

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

2021 WELL REDEVELOPMENT PROJECT

hereinafter called the project, for the sum of **\$290,000.00 (two hundred ninety thousand dollars)**, and all work in connection therewith, under the terms as stated in the General Conditions and Supplemental Conditions of the Contract; and as his (its or their) own proper cost and expense furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in Contract Documents. "Contract Documents" means and includes the following:

- Addendum
- Division 00 – Contract Requirements
- Division 01 to 48 – Technical Specifications
- General Conditions
- Supplemental Conditions
- Any and All Bid Documents
- Construction Drawings

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

Substantial completion: 180 days from Notice to Proceed.

Final completion: Site restoration work completed, and Contract Closeout shall be completed within 210 from Notice to Proceed.

Any delays in substantial completion of the work that are within the control of the Contractor, their Subcontractor, or Supplier shall be subject to liquidated damages in the sum of \$200.00 for each consecutive calendar day that the project extends beyond the substantial completion deadline.

This Agreement may be terminated by either party upon written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement. The

nonperforming party shall have fifteen calendar days from the date of the termination notice to cure or to submit a plan for cure acceptable to the other party.

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

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

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

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

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

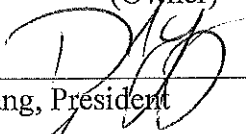
This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

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

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

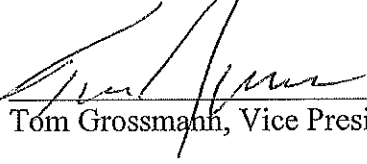
WARREN COUNTY BOARD OF COMMISSIONERS

(Owner)




David G. Young, President

ATTEST:



Tom Grossmann, Vice President



Name Laura Londer

Shannon Jones

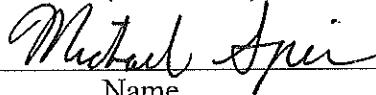
(Seal)

ATTEST:

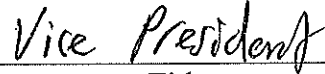
Moody's of Dayton, Inc.

(Contractor)

By: _____

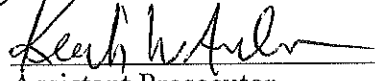


Name



Title

Approved as to Form:



Assistant Prosecutor

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

Resolution

Number 21-0399

Adopted Date March 23, 2021

APPROVE ENGINEERING AGREEMENT WITH STANTEC CONSULTING SERVICES, INC.
FOR THE HUNTER SEWER SYSTEM IMPROVEMENT PROJECT

WHEREAS, this Board of County Commissioners (the "Board") desires professional engineering services for the the need to for improvements in the sanitary sewer collection system located in the unincorporated area of Hunter.

WHEREAS, this Board directed the Warren County Water and Sewer Department on June 2, 2020, through Resolution 20-0793, to issue a Request for Qualifications for aforesated improvements; and

WHEREAS, this Board during a public work session on August 25, 2020, directed the Warren County Sanitary Engineer to enter into negotiations with Stantec Consulting Services, Inc., the top ranked firm; and

WHEREAS, Stantec Consulting Services, 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 Stantec Consulting Services, 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 thereof.
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 23rd day of March 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: c/a – Stantec Consulting Services, Inc.
Water/Sewer (file)
Project file

**ENGINEERING AGREEMENT
HUNTER SEWER SYSTEM IMPROVEMENTS 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 STANTEC CONSULTING SERVICES, INC., 11687 Lebanon Road, Cincinnati, Ohio 45241 (hereinafter called the "Consultant").

WITNESSETH:

WHEREAS, the County desires professional engineering services for the planning, surveying, design (including preparation of construction drawings and specifications) for a project to improve the Hunter Sewer System which includes the upgrades at Dick's Creek Lift Station, Todd Road Lift Station, and State Route 122 Lift Station.

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

Scope of services includes improvements to 3 existing lift stations (Dicks Creek, Todd Road, and SR 122) that are a part of the Hunter Creek Sewer System

TASK 1 – PROJECT MANAGEMENT

- The scope and fee estimate include budget for two (2) design meetings to be held at WCWS office or per conference call and two (2) additional client conference calls. It is anticipated that these meetings may be necessary at the 50%, and 90% milestone to discuss project elements.
- Budget for QAQC review included for each milestone of deliverables.
- Final Deliverables and direct expenses.
 - Two (2) copies of Construction Drawings, Technical Specifications, Engineer's OPCC, and CAD files.

TASK 2 – PLANNING

- Consultant shall review County's forecasted flows and hydraulic calculations using GIS to confirm assumptions.

TASK 3 – SURVEY

The Consultant will perform surveying at each lift station site (Dicks Creek, Todd Road, and SR 122) and will verify topography and features necessary to perform the drainage study for Todd Road Lift Station. Surveying will include the following.

- Establish Project Control
- Research Existing Centerline, Right-of-Way, and Property Lines for the three lift stations, as determined necessary for the drainage study and improvements for Todd Road Lift Station, the replacement of 2500 lf of 2" PVC force main.
- Survey planimetric and terrain topographic features within the limits outlined in blue on the attached Figure 1.
- Prepare survey base map and existing surface model.
- Establish Property Lines - Boundary line resolution based on requirements of the O.A.C. 4733-37.
- Property Owner Notification (SR 122 Lift Station and Todd Road Lift Station)

An OHIO-811 (Before You Dig) request will also be made for the Warren County/Hunter Sewer System Improvements. The location of buried utilities will be surveyed based on surface markings by the participating utility companies.

Collected survey data will reference Ohio State Plane Coordinate System and the North American Vertical Datum of 1988 (NAVD 88).

TASK 4 – UNDERGROUND UTILITY INVESTIGATION

Underground utility investigation for Dick's Creek force main alignment using Ground Penetrating Radar (GPR). Approximately 200 LF of the 16" Force main will be located beginning at the valve vault to where the force main crosses Shaker Road. This will be performed by a subconsultant. Potholing the existing 16" Force main for location and depth is not included in current scope of services.

Underground utility investigation will also be performed at Todd Road Lift Station. CCTV of approximately 300 LF of existing 8" storm drainage pipes to access condition and determine if they are clogged. This will be performed by a subconsultant.

TASK 4 – DETAILED DESIGN

Consultant shall prepare plans incorporating County standard drawings and technical specifications for the proposed improvements. Plans will be produced in 22"x34" format in AutoCAD 2019. Technical specifications will be produced in Microsoft Word. Front end specifications will be provided by the County and edited/coordinated by the Consultant. The Consultant shall supply paper copies of documents for the County's reviews, regulatory review, and permitting as required. Design review submittals will occur at 50% and 90% complete. Consultant shall provide final sealed bidding documents in electronic form in PDF format. Unsealed bidding documents in AutoCAD 2019 and Word format will be provided as well. The 90% design review documents will be used for regulatory review. Bidding documents will include general, site/civil, process, architectural, structural, mechanical, electrical, and instrumentation drawings. Sub-tasks to be performed by the Consultant under Task 4 include:

Dick's Creek Lift Station

Process and Structural:

- Design the installation of 3~120 hp submersible pumps into the existing wet well. The well currently has 1~120 hp pump and 1~75 hp pump. This would include designing the modification as needed of the wet well to accommodate three pumps.
- Evaluate the need for a concrete baffle wall in the existing wet well, design if necessary.
- Include pressure transducers, floats, and discharge pressure gauges in the proposed improvements for the pump station.
- The design will include the replacement of the check valves.
- A flow meter will be installed in a separate vault outside of the existing valve vault.
- An "Insert-A-Tee" installation will be necessary to bypass flows during meter install.
- The evaluation and design of the replacement/insertion of air release valves in the valve vault.
- Plans will show replacement of 3 Air Release valves along the downstream alignment. The plan view will include only GIS information for the contractor to locate and replace. A specification will be developed for this as well.

I&C:

- The design will use Precision Digital (PD) HMIs to control VFDs. Backup PD to be designed.
- The design will specify that the pumps run in Hand-Off-Auto position.
- The design will specify a Mission Controls unit.

Electrical:

- Perform a load analysis of the existing generator and design upgrades if necessary.
- Analyze the power requirements from Duke Energy.
- Specify the demolition of the electrical equipment within the Control/Generator Building and design such that the proposed electrical equipment will be housed within the Control/Generator Building.
- Replace the overhead electric from the pole to the Control/Generator Building with underground service.
- Arc Flash Analysis (with Technical Memo) during design and Label Application Services during construction.

Architectural and Mechanical:

- Provide layout and design specification for a stand-alone pre-engineered awning/carport next to the existing Control/Generator Building. The awning/carport will be the width of the existing Control/Generator Building with a length of approximately 18'.
- Specify the replacement of the roof on the existing Control/Generator Building. Evaluate a metal roof replacement in lieu of asphalt shingles for potential cost savings.
- Specify the replacement of the doors of the Control/Generator Building.
- Specify a new HVAC unit for the Control/Generator Building.

Civil:

- Remove and replace existing asphalt.
- Grade site and asphalt for sheet flow. Assume no retaining wall design necessary to regrade under proposed carport/awning.

Existing information will be confirmed such as wet well sizes and inverts, valve vault size and existing equipment, utilities, alignment of the force main after it leaves the valve vault, topography, electrical components in the Control/Generator Building that need to be demolished, and other infrastructure. The survey limits are assumed to be restricted to on-site only.

Todd Road Lift Station

- Design the installation of 2~ 15 hp submersible pumps with the ancillary pressure transducers and floats. The design would specify the installation of new discharge elbows. The pumps are assumed to be installed in the existing MH. Minor modification to the bottom of the MH may be necessary.
- Existing electrical service is 100 amp single phase with no ability to upgrade to 3 phase service. The electrical design for the larger pumps will need to consider this condition.
- Analyze and design a drainage solution if approved by WCWS after the analysis

to alleviate flooding problems at the adjacent property.

State Route 122 Lift Station

- Replace 2,500 LF of 2" PVC force main with 3" PVC force main. Ensure adequate cover on new force main alignment.
- Change the configuration of the valve vault for better hydraulic performance.

TASK 6 – PERMITTING

The Consultant shall assist the County in preparing and submitting documentation to state and local agencies having jurisdiction over some aspect of the project. All permit fees shall be paid by the County and are not included in the Consultant's fee. This work includes:

- The improvements will require a Permit to Install from the Ohio EPA. The Consultant will prepare the permit and coordinate with Ohio EPA. The Consultant assumes no further permitting requirements will be required for submittal to the Ohio EPA.

Submittal of an Erosion Control Plan to Warren County Soil and Water Conservation District is not anticipated since the threshold is 1 acre of disturbed ground. Nonetheless sediment and erosion control details will be included on the plans.

TASK 7 – EASEMENTS

It is anticipated that temporary easements may be necessary for the construction of the improvements at Dick's Creek Lift Station, Todd Road Lift Station and for the SR 122 Lift Station Force main upgrade. These are included in the scope and fee as an optional task. It is estimated that fourteen (14) easements may be needed for this project.

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 all existing plans and specifications for each lift station and related force mains, shop drawings of existing equipment, as available.
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 – Project Management	\$ 16,600
Task 2 – Planning	\$ 10,000
Task 3 – Survey	\$ 24,800
Task 4 – Underground Utility Investigation	\$ 2,000
Task 5 – Detailed Design	\$ 172,400
Task 6 – Permitting	\$ 3,000
TOTAL AUTHORIZED FEE:	\$ 228,600

Task 7 – Easements (optional) \$ 15,400
Based on fourteen (14) easements
@ \$1,100 per easement

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.

All transfers of ownership and other uses of Project Documents are subject to the following understandings: i) until sealed, such documents are preliminary and are not intended or represented to be suitable as final design for the Project or for any reuse on extensions of the Project or use in connection with any other project, ii) any such use of the unsealed documents without written consent of or adaptation by the Consultant for the specific purpose intended will be at the sole risk of the Party undertaking such use and without liability to the Consultant, and iii) any use of sealed documents for any reuse on extensions of the Project or use in connection with any other project will be at the sole risk of the Party undertaking such use and without liability to the Consultant. The Consultant makes no warranties, express or implied, of merchantability of or fitness for a particular purpose.

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 (excluding County Review time) from the Notice of Authorization to Proceed is as follows:

TASK	DURATION	DATE (WEEK OF)
Project Notice to Proceed (Assumed) & Kickoff Meeting	--	3/22/2021
Survey Field Work Complete	4 Weeks	5/17/2021
50% Design Complete	18 Weeks	8/23/2021
50% Design Meeting	2 Weeks	9/6/2021
90% Design Complete	20 Weeks	1/24/2022
90% Design Meeting	2 Weeks	2/7/2022
Submit Permit Applications	1 Week	2/14/2022
100% Design Complete	4 Weeks	3/14/2022

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 respect 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: Stantec Consulting Services, Inc.
Attn: Brad Clark
11687 Lebanon Road
Cincinnati, Ohio 45241
(513) 842-8240

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, STANTEC CONSULTING SERVICES, INC, has caused this agreement to be executed by Brad S. Clark, its Senior Associate, on the date stated below, pursuant to a corporate resolution, a copy of which is attached hereto.

CONSULTANT'S NAME

SIGNATURE: Brad S. Clark

PRINTED NAME: Brad S. Clark

TITLE: Senior Associate, Client Manager

DATE: 03.15.2021

COUNTY:

IN EXECUTION WHEREOF, the WARREN COUNTY BOARD OF COUNTY COMMISSIONERS has caused this agreement to be executed by ~~21-0399~~ David G Young its President, on the date stated below, pursuant to Resolution No. 21-0399, dated 3/23/21.

**WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS**

SIGNATURE: David G Young

PRINTED NAME: David G Young

TITLE: President

DATE: 3/23/21

Approved as to form:

DAVID P. FORNSHELL
PROSECUTING ATTORNEY
WARREN COUNTY, OHIO

By: Adam Nice
Assistant Prosecutor

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 2.844. 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	
	Min (\$/Hour)	Max (\$/Hour)
Client Manager/Quality Control	\$ 50.00	\$100.00
Project Manager (P.E.)	\$ 35.00	\$ 80.00
Project Technical Lead (P.E.)	\$ 35.00	\$100.00
Survey Project Manager (P.S.)	\$ 40.00	\$ 55.00
Survey Technician	\$ 19.00	\$ 45.00
Senior Project Engineer	\$ 45.00	\$100.00
Project Engineer	\$ 30.00	\$ 55.00
Project Architect	\$ 35.00	\$ 100.00
Architectural Designer	\$ 25.00	\$ 45.00
Engineer Intern	\$ 15.00	\$ 35.00
Cad Technician	\$ 20.00	\$ 40.00
Clerical	\$15.00	\$ 25.00

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
Subcontract Services

Current Federal Reimbursement Rate
Cost + 0%

AFFIDAVIT OF NON COLLUSION

STATE OF Ohio
COUNTY OF Warren

I, Brad S. Clark, holding the title and position of Senior Associate at the firm Stantec Consulting Services, 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.

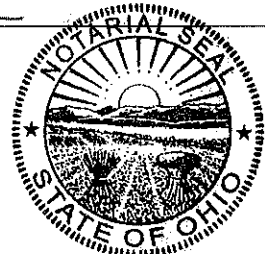
Brad S. Clark
AFFIANT

Subscribed and sworn to before me this 15th day of March 20 21

Pamela M. Wyenandt
(Notary Public),

Hamilton County.

My commission expires 2-20- 20 22



PAMELA M. WYENANDT
Notary Public, State of Ohio
My Commission Expires 02-20-2022

Resolution

Number 21-0400

Adopted Date March 23, 2021

APPROVE AND EXECUTE A WATER SERVICE AGREEMENT WITH THE VILLAGE OF SOUTH LEBANON

WHEREAS, the County is a regional water supplier capable of supplying surplus water to surrounding communities and jurisdictions; and

WHEREAS, the County is the retail water service provider for areas of South Lebanon south of the Little Miami River; and

WHEREAS, South Lebanon desires to purchase surplus water from the County for additional areas south of the Little Miami River; and

WHEREAS, South Lebanon has the responsibility of providing a safe, clean, adequate supply of water to its citizens and consumers; and

WHEREAS, the County pursuant to sections 307.15 (A)(1), and 6103.20 (A), et seq., of the Ohio Revised Code has the authority to contract for the sale of surplus water to South Lebanon; and South Lebanon, pursuant to sections 303.15 (A)(1) and 717.01 (G), et seq., of the Ohio Revised Code has the power to purchase water from the County; and

WHEREAS, the sale of surplus water by the County to South Lebanon will benefit existing County customers by further spreading and reducing the unit base cost to produce water and benefit the South Lebanon customers by providing safe reliable drinking water to the residents of South Lebanon.

NOW THEREFORE BE IT RESOLVED, for and in consideration of the mutual promises, covenants and agreements contained herein, South Lebanon and the County do hereby agree as follows:

1. That the Water Service Agreement with Village of South Lebanon, Ohio, a copy of which is attached hereto, is approved.
2. That the County Administrator is authorized to sign said Water Service Agreement on behalf of this Board.

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 23rd day of March 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: c/a—South Lebanon
Water/Sewer (file)

**WATER SERVICE AGREEMENT BETWEEN THE VILLAGE OF SOUTH LEBANON
AND WARREN COUNTY**

This Water Service Agreement ("Agreement") is entered into by and between WARREN COUNTY, OHIO, acting by and through its legislative authority, the BOARD OF COMMISSIONERS OF WARREN COUNTY, OHIO, an Ohio political subdivision organized and duly acting under County form of government in accordance with Title 3, et seq., of the Ohio Revised Code ("County"), and the VILLAGE OF SOUTH LEBANON acting by and through its legislative authority, the SOUTH LEBANON VILLAGE COUNCIL, an Ohio municipal corporation organized and duly acting in accordance with ART. XVIII of the Ohio Constitution and Section VII of the Ohio Revised Code ("South Lebanon").

WITNESSETH

WHEREAS, the County is a regional water supplier capable of supplying surplus water to surrounding communities and jurisdictions; and

WHEREAS, the County is the retail water service provider for areas of South Lebanon south of the Little Miami River; and

WHEREAS, South Lebanon desires to purchase surplus water from the County for additional areas south of the Little Miami River; and

WHEREAS, South Lebanon has the responsibility of providing a safe, clean, adequate supply of water to its citizens and consumers; and

WHEREAS, the County pursuant to sections 307.15 (A)(1). and 6103.20 (A), et seq., of the Ohio Revised Code has the authority to contract for the sale of surplus water to South Lebanon; and South Lebanon, pursuant to sections 303.15 (A)(1) and 717.01 (G), et seq., of the Ohio Revised Code has the power to purchase water from the County; and

WHEREAS, the sale of surplus water by the County to South Lebanon will benefit existing County customers by further spreading and reducing the unit base cost to produce water, and benefit the South Lebanon customers by providing safe reliable drinking water to the residents of South Lebanon.

NOW, THEREFORE, for and in consideration of the mutual promises, covenants and agreements contained herein, South Lebanon and the County do hereby agree as follows:

Section 1 Purpose of the Agreement

The purpose of this agreement is to establish the terms and conditions under which the County will provide wholesale water to South Lebanon during the agreement period. It is expressly understood and agreed by the parties that South Lebanon, in paying the costs and charges set forth herein, is purchasing water and not any County-owned portion of the physical plant, mains, or other property used in providing said water. Nothing herein shall be construed to imply Warren County's ownership of, or responsibility for, the

South Lebanon distribution system including but not limited to improvement, maintenance, repair, or the quality of the water beyond the master meter as required by the Ohio Environmental Protection Agency's regulatory standards, except as may be agreed upon herein or otherwise in writing.

Section 2 Agreement Term

The term of this agreement shall be for a period of forty (40) years commencing upon the date when the last party executes the agreement. The term of the agreement may be extended or modified upon mutual agreement of both parties and as allowed under Section 16.

Section 3 General Supply of Water

The County recognizes that a reliable supply of water to South Lebanon is of primary importance for fire suppression, drinking water, and for the health and safety of its residents. The County pledges to use its reasonable efforts to provide a potable, stable, and adequate supply of water for the South Lebanon Water Service Area as defined in this Agreement. If a disruption of service should occur associated with water main breaks or damage to elevated water tanks or pump stations, the County will repair and remedy the disruption to reestablish service as soon as reasonably possible.

Section 4 Water Service Area

The wholesale water service area, (the "Service Area") shall be limited to the properties delineated on the map attached to this Agreement as "**Exhibit A**". The service area includes properties inside South Lebanon and properties currently located outside of South Lebanon. Properties shall be eligible for wholesale water service upon annexation into South Lebanon. Properties that currently receive retail water service from Warren County shall remain customers of the County until such time that South Lebanon notifies the County in writing of the transfer of annexed customers and the installation of master meters (if necessary) is complete. Both the County and South Lebanon's retail water service boundaries will automatically change upon the transfer of customers.

Expansion and/or modifications to the Service Area may be implemented by mutual consent of South Lebanon and the County through the execution of a written amendment duly authorized by resolution of both parties.

Section 5 Rates, Billing, and Payment

- A. South Lebanon shall pay for wholesale water based on monthly or bimonthly billings as jointly agreed to by the County and South Lebanon. The 2021 rate for wholesale water shall be \$3.90 per thousand gallons of water. This rate is 88% of the current rate paid by County retail customers. The 88% differential factor applicable to wholesale water furnished to South Lebanon shall not change except by an amendment to this Agreement. The wholesale rate shall

automatically increase (without the necessity for an amendment) on the effective date that the County increases the rates to their retail customers. The South Lebanon wholesale rate (per thousand gallons) for the years 2021 to 2023 shall be as follows based on Resolution No. 20-0376 adopted by the Warren County Commissioners on March 3, 2020.

Rate Starting January 1	County Retail	South Lebanon Wholesale
2021	\$4.43	\$3.90
2022	\$4.56	\$4.01
2023	\$4.70	\$4.14

The County shall give South Lebanon at least thirty (30) days notice, prior to the effective date, of any rate increase after calendar year 2023.

- B. Bills for water shall be paid by South Lebanon and shall be based upon the amount of water furnished during the preceding billing period as recorded by the master meter(s). The County shall collect the readings from the master meter(s) and prepare bills that include the meter readings and amount of water conveyed through each meter.
- C. Payment shall be made by South Lebanon on or before the due date (typically three weeks) stated on the bill. If such bill is not paid by the due date, a service charge shall be added at a rate charged by the County to its customers per billing period (currently 10 %).

Section 6 Water Tap-In Fees

- A. South Lebanon shall remit to the County a water Tap-In fee for each new South Lebanon water service connection in the Service Area throughout the term of this Agreement. These fees shall be remitted to the County within 30 days of collection. The charge shall apply to all connections of improved properties, whether residential, commercial, institutional, or retail. The proceeds of the Tap-In charges shall be used by the County for the design, construction, and operation of capital improvements necessary for water treatment, distribution, and storage.
- B. The 2021 Tap-In Charge for a single family residential dwelling shall be the \$4,000 fee applicable to County water retail customers and shall be subject to increases as adopted by the County. The collection of fees for multifamily residential and nonresidential properties shall be in accordance with the Warren County Water & Sewer Department Rules and Regulations. The County shall provide no less than sixty (60) days notice, prior to the effective date, to South Lebanon of any changes to the County Tap-In fees.
- C. In addition to the Tap-In charges paid to the County, South Lebanon shall collect from their customers all appropriate fees and charges as established and adopted by South Lebanon's Village Council.

Section 7 South Lebanon Responsibilities

- A. South Lebanon grants the County the exclusive right to provide wholesale water service to the Service Area and agrees to purchase 100% of its water for this area upon execution of this Agreement. No water service shall be supplied to the Service Area by any other provider, public or private, unless permitted to do so by the County due to an emergency condition. An emergency condition shall mean any situation arising from fire, flood, storm, breakdown of a water system or unpotable condition of water in a water system, or a similar water condition causing an immediate threat to life, health or property of the customers served by South Lebanon.
- B. South Lebanon shall be responsible for financing and installation of all master meters and metering vaults for the recording and billing of wholesale water. The initial master meter shall be installed in a dedicated easement near the terminus of the County's existing 8-inch waterline located near Emerald Drive and Zoar Road and additional meters shall be installed as needed to service additional developments. All meters and vaults shall conform to Warren County Water and Sewer design standards.
- C. South Lebanon grants to Warren County the right to use easements, right-of-way, and any property owned by South Lebanon in the construction of any water main required for the distribution of water to the Service Area. Cost for any permits required for the construction of any water main necessary to serve South Lebanon shall be the responsibility of South Lebanon.
- D. South Lebanon shall be responsible for the costs and maintenance for all capital improvements located on the South Lebanon side of the master meter(s). South Lebanon shall retain ownership and operational responsibilities for its water distribution and storage facilities.
- E. South Lebanon shall, throughout the term of this Agreement, allow the County unlimited, unrestricted access to the master meter(s) and vaults, and other appurtenances by which water is supplied by the County for the purpose of maintenance and monitoring County owned equipment.
- F. Once the master meter is installed, South Lebanon shall become the owner and operator of the consecutive public water system and shall maintain compliance with all United States Environmental Protection Agency (USEPA) requirements, Ohio Environmental Protection Agency (OEPA) requirements, and Safe Drinking Water Act requirements for the life of this Agreement.

Section 8 County Responsibilities

- A. Upon the construction and completion of each master meter connection, the County shall provide wholesale water to the point of distribution to South Lebanon that meets all applicable regulatory standards of the United States Environmental Protection Agency (USEPA) requirements, Ohio Environmental

Protection Agency (OEPA) requirements, and Safe Drinking Water Act requirements, including any amendments of new legislation enacted after the execution of this Agreement.

- B. The County shall provide sufficient water pressure at the point of distribution to South Lebanon and capacity to service the Wholesale area. Service will be from the County's elevation 964 pressure zone and will result in service pressures ranging from approximately 150 psi near the Little Miami River to 70 psi along State Route 22.
- C. The County shall be responsible for the costs and maintenance for all capital improvements located on its side of the master meter(s). The County shall retain ownership and operational responsibilities for its water distribution and storage facilities.

Section 9 Breach of Contract

Upon default of a material term of the Agreement including but not limited to failure to pay rates and charges, violation of any material term of this Agreement, law or regulation, the non-defaulting party may terminate this Agreement by giving a 180-day notice; however, during the 180-day notice period, the defaulting party shall have the right to cure any such default. The right-to-cure period may be extended upon mutual agreement in writing and executed by both parties.

Section 10 Master Meters and Vaults

- A. South Lebanon shall be responsible for purchasing and installing the meter vault(s), master meter(s) and all related valves and appurtenances in the vault(s). The location and design of the meter vault(s), piping, and valves (including calibration test port) shall be reviewed and approved by both parties.
- B. With the completion of each vault, the County shall be responsible for owning, maintaining, repairing, and if necessary, replacing the valves and piping on the County's side of the master meter(s), and including the meter.
- C. With the completion of each vault, South Lebanon shall be responsible for owning, maintaining, repairing, and if necessary, replacing the valves and piping on South Lebanon's side of the master meter(s), excluding the meter(s). South Lebanon shall also accept ownership of the meter vault and be responsible for any improvements, maintenance, or repair of the vault(s) including maintaining a dry environment.
- D. The County shall perform an annual calibration test of the master meter(s) and provide all results to South Lebanon. South Lebanon retains the right to have additional master meter calibration testing performed at South Lebanon's cost by South Lebanon staff or a testing company of South Lebanon's choosing. Master meter(s) shall have an accuracy consistent with the manufacturer's standard.

- E. The County shall have the right to install any meter reading or collector equipment necessary to collect master meter readings for the purpose of tracking water consumption.
- F. Should such master meter(s) malfunction, the water usage during the period shall be estimated using historical water usages from similar billing periods.

Section 11 Water User Rates

South Lebanon and the County shall have the sole right to set water user rates for their respective water customers.

Section 12 Successors and Assigns

This Agreement shall be binding on the successors and assigns of the parties. Neither party may assign or otherwise transfer its rights and obligations in this Agreement without the written consent of the other party.

Section 13 Severability

In the event that any portion of this Agreement is declared to be unlawful, invalid, or unconstitutional, such declaration shall not affect, in any manner, the legality of the remaining provisions. Each provision of this Agreement will be and is deemed to be separate and separable from each other provision.

Section 14 Third Party Rights

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the County and South Lebanon.

Section 15 Limitations

Neither party shall be liable to the other party for any special, indirect, or consequential damages resulting in any way from the performance of the services provided for herein.

Section 16. Future Modifications

This Agreement may be modified or amended only by written instrument duly authorized and executed by both parties.

Section 17 Controlling Law and Venue.

This Agreement shall be construed under the laws of the State of Ohio. The parties irrevocably consent to the exclusive venue for any disputes or controversies arising out of or relating in any way to this Agreement or the performance thereunder being in the Warren County, Ohio Court of Common Pleas (unless both parties mutually agree in writing to alternative dispute resolution), and waive any right to bring or remove such matters to any other state or federal court.

Section 18 Notices

Except as may otherwise be provided herein, all notices, demands, requests, and other communications under this Agreement shall be in writing and shall be either personally delivered, mailed, or emailed to the following contacts:

Warren County: Warren County Sanitary Engineer
 P.O. Box 530
 Lebanon, OH 45036

South Lebanon: South Lebanon Administrator
 10 N. High Street
 South Lebanon, OH 45065

Section 19 Waivers

A waiver or any breach of any provision of this Agreement shall not constitute or operate as a waiver of any other breach of such provision or of any other provisions, nor shall any failure to enforce any provision hereof operate as a waiver of such provision or of any other provision.

Section 20 EXECUTION

VILLAGE OF SOUTH LEBANON:

IN EXECUTION WHEREOF, the South Lebanon Village Council has caused this Agreement to be executed by James D. Smith, its Mayor, and Nicole Armstrong, its Fiscal Officer, in accordance with section 731.14 of the Revised Code, on the date stated below, pursuant to the accompanying Resolution Number 2021-10, dated 3/18/21 authorizing this Agreement and the said public officials to execute the Agreement on its behalf.

VILLAGE OF SOUTH LEBANON

By: James D. Smith
James D. Smith, Mayor

Date: 3/18/21

By: Nicole Armstrong
Nicole Armstrong, Fiscal Officer

Date: 3/18/21

Approved as to form:

By: Andrew Meier
Andrew Meier, Esq., Solicitor

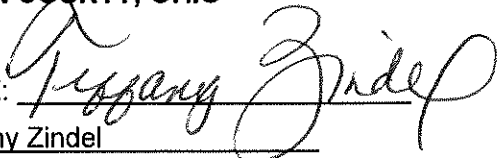
Date: 3/18/2021

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COUNTY:

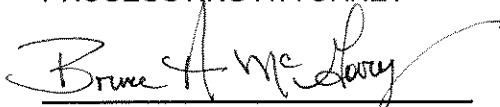
IN EXECUTION WHEREOF, the Board of Commissioners of Warren County, Ohio has caused this Agreement to be executed by Tiffany Zindel, its County Administrator, , on the date stated below, as duly authorized by Resolution No. 21-0400, dated 3/23/21.

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

SIGNATURE: 
NAME: Tiffany Zindel
TITLE: County Administrator
DATE: 3/23/21

Approved as to form:

DAVID P. FORNSHELL
WARREN COUNTY
PROSECUTING ATTORNEY


By: Bruce A. McGary, Asst. Pros.

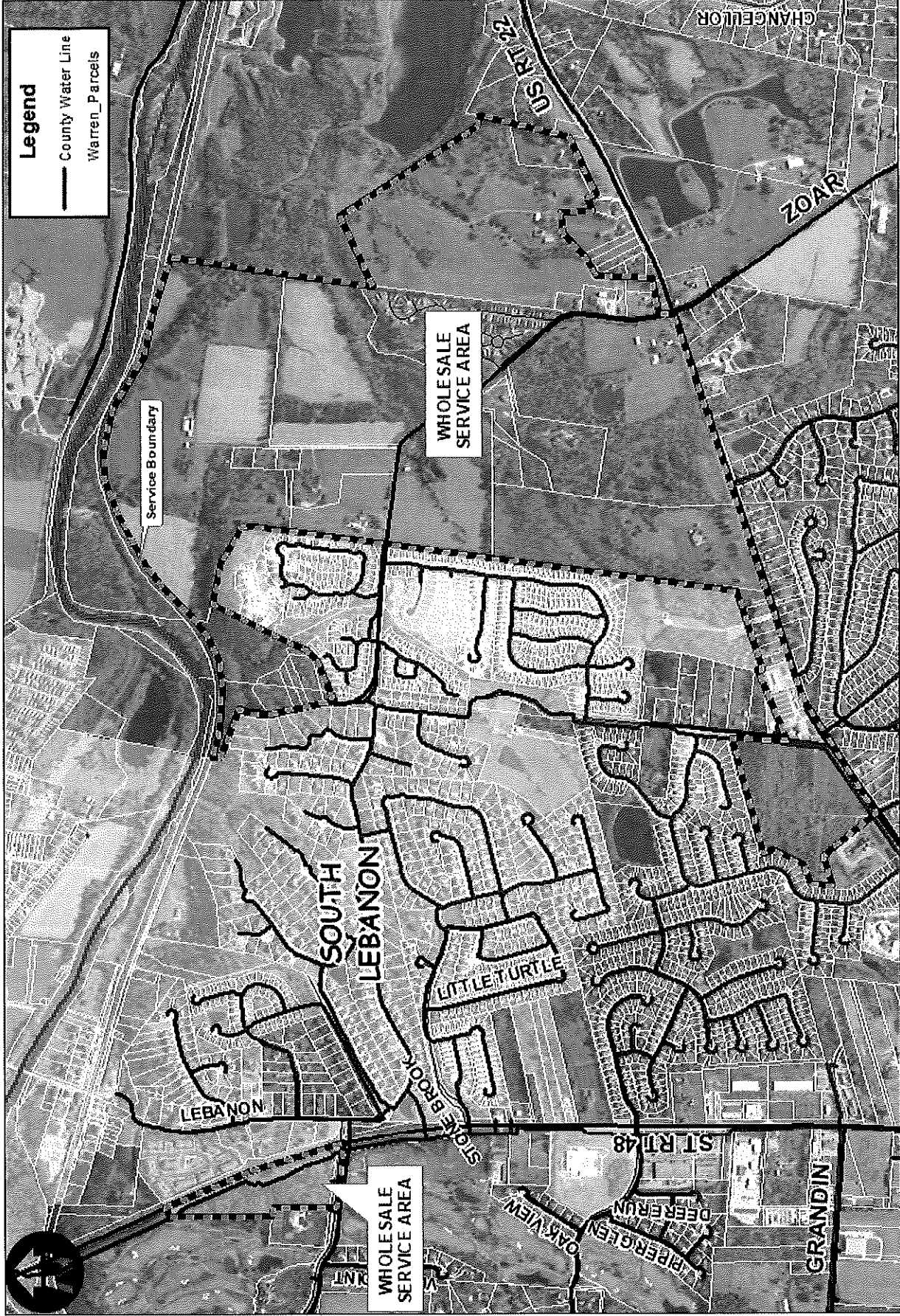


EXHIBIT A
Wholesale Water Service Area



**VILLAGE OF SOUTH LEBANON, OHIO
RESOLUTION NO. 2021-10**

**A RESOLUTION APPROVING AND FURTHER AUTHORIZING THE MAYOR
AND FISCAL OFFICER TO EXECUTE A WATER SERVICE AGREEMENT WITH
WARREN COUNTY RELATING TO THE ZOAR ROAD AREA AND DECLARING
AN EMERGENCY**

WHEREAS, Warren County currently provides retail water service to various areas in Village; and

WHEREAS, the Village desires to purchase surplus water from Warren County to provide water in the Zoar Road area to additional properties currently in the Village; and,

WHEREAS, the Village also desires to purchase water from the County for the areas shown on Exhibit A of the attached Agreement in the event any of these areas are annexed into the Village in the future; and

WHEREAS, the County has agreed to provide water to Village on a wholesale basis; and

WHEREAS, the Village Council desires to enter into a Water Service Agreement with Warren County.

WHEREAS, immediate action is required to submit this resolution to the Warren County Board of Commissioners to expedite action on this request, and such action is necessary in order to preserve the public peace, health, safety or welfare of the Village.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Village of South Lebanon, Ohio, at least two-thirds of all members elected thereto concurring:

Section 1. That the Council approves and authorizes the Mayor and Fiscal Officer to execute the Water Service Agreement as attached hereto.

Section 2. That the recitals contained within the Whereas Clauses set forth above are incorporated by reference herein.

Section 3. That it is found and determined that all formal actions of the Council concerning and relating to the adoption of this Resolution were adopted in an

open meeting of Council in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Section 4. That this Resolution is hereby declared to be an emergency measure in accordance with Ohio Rev. Code § 731.30 for the immediate preservation of the public peace, health, safety and general welfare; and, this Resolution shall be in full force and effective immediately upon its passage.


Adopted this 18th day of March, 2021.

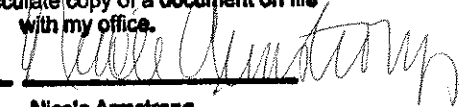
Attest:  
Nicole Armstrong, Fiscal Officer/Clerk James D. Smith, Mayor

Rules Suspended: / /2021 (if applicable)	Effective Date - / /2021
Vote - <u>6</u> Yeas ___ Nays	
First Reading - / /2021	Effective Date - / /2021
Second Reading - / /2021	
Third Reading - / /2021	
Vote - ___ Yeas ___ Nays	

Prepared by and approved as to form:

ANDREW P. MEIER
VILLAGE SOLICITOR
SOUTH LEBANON, OHIO

By: 
Date: 3/18/2021

CERTIFIED COPY
I, Nicole Armstrong, Fiscal Officer, of the Village of South Lebanon, Ohio do hereby certify this to be the true and accurate copy of a document on file with my office.
3/19/21 
Date: Nicole Armstrong
Fiscal Officer
Village of South Lebanon, Ohio

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

Resolution

Number 21-0401

Adopted Date March 23, 2021

**ENTER INTO NON-POTABLE WATERLINE & APPURTENANCES EASEMENT
AGREEMENTS WITH CITY OF FRANKLIN FOR THE FRANKLIN AREA WATER
TREATMENT PLANT MEMEBRANE SOFTENING UPGRADES PROJECT**

WHEREAS, the Water and Sewer Department is constructing improvements to the Franklin Area Water Treatment Plant; and

WHEREAS, as part of these improvements the Warren County Water and Sewer Department is installing dual 10-inch discharge lines for membrane softening; and

WHEREAS, specifically the following properties have been identified to enter into an easement agreement with the County:

Parcel #	Owner
03-01-433-001	City of Franklin
03-01-133-003	City of Franklin
03-01-433-004	City of Franklin

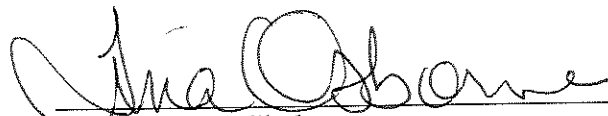
NOW THEREFORE BE IT RESOLVED, to enter into three easement agreements with City of Franklin for permanent easements on parcels located along the discharge line alignment. Copy of said agreements are attached hereto and made a part hereof.

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 23rd day of March 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: c/a—City of Franklin
Easement file
Water/Sewer (file)
Recorder (certified)

Grantor: City of Franklin
Property Address: Route 73, Franklin, OH 45005
Parcel Number: 03-01-433-001 – Pt.
Auditor's Account Number: 2144581

**EASEMENT & AGREEMENT FOR
NON-POTABLE WATERLINE & APPURTENANCES**

THIS EASEMENT & AGREEMENT is entered into on the dates stated below by the **City of Franklin, Ohio**, an Ohio municipal corporation, whose mailing address is 1 Benjamin Franklin Way Franklin, Ohio 45005 (the "Grantor"), and the **Warren County Board of County Commissioners**, whose address is 406 Justice Drive, Lebanon, OH 45036 (the "Grantee").

The Purpose of this Easement & Agreement is for maintenance and operation of non-potable waterlines, maintenance, repair, replacement or removal, or other public utility purposes as may be deemed necessary hereafter by future resolution of Grantee.

WITNESSETH, that Grantor for and in consideration of ONE DOLLAR (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby stipulated, does hereby grant, bargain, sell and convey to the said Grantee, its successors and assigns forever, certain rights, privileges and easements in, on, over, under and above certain real estate owned by Grantor as described in Exhibit "A" and as illustrated in Exhibit "B" attached hereto and made a part hereof.

The following additional in-kind consideration shall be provided by Grantee to or for the benefit of Grantor:

- 1) Restoration upon completion of construction, to a condition as good as reasonably possible but not better than existed prior to Grantee entering onto the property;
and,
- 2) none.

The permanent easement being granted herein is part of a parcel located in the City of Franklin, Warren County, Ohio, consisting of 5.0000 acres, and being the same premises described in a deed recorded in O.R. Vol. 3539, Page 500-503 of the Warren County, Ohio Recorder's Office, but the permanent easement is located on and effects only that part of the above referenced real estate as particularly described in Exhibit "A" and illustrated in Exhibit "B".

The said permanent easement shall be subject to the following rights, restrictions, covenants, and conditions:

1. The right of the Grantee, its employees or agents, to survey, construct, use, operate, inspect, maintain, keep in repair thereon, replace and remove, a waterline and all necessary related above and below ground appurtenances thereto necessary to the operation thereof, together with the right to cut, trim and remove any trees, including but not limited to overhanging branches, or other obstructions within the limits of the above described permanent easement which, in the sole opinion of the Grantee may endanger the safety of, or interfere with the construction, use, operation, inspection, maintenance or repairs of said waterline and all necessary related above and below ground appurtenances for the purpose of exercising the rights herein.

2. The right of the Grantee, its employees or agents, to store earth and materials, and to move and operate construction equipment in, on, over, under, through, across and above the said permanent easement as may be necessary for such construction and during any periods of use, operation, inspection, necessary maintenance and repairs, replacement and removal thereafter. In event it is necessary for the Grantee to re-enter upon the permanent easement area for inspection and to make necessary maintenance and repairs, replacement or removal, Grantee agrees to restore the property and improvements thereon not otherwise prohibited herein, to the condition as good as reasonably possible but not better than existed prior to Grantee re-entering onto the property, that may be damaged by Grantee and its employees or agents, or their equipment in exercising the rights herein granted.

3. The Grantee shall have a permanent right of entry in, on, over, under, through, across and above the permanent easement area by its employees or agents, and equipment necessary for the use, maintenance, repair, replacement or restoration of said waterline and all necessary related above and below ground appurtenances, and such route of access shall be

the minimum width necessary and to be located so as to cause minimum inconvenience or damage to Grantors.

4. Grantor shall not erect or cause to be erected any building or other structures (including but not limited to retaining walls), or impound any water, or plant any trees or shrubs within the limits of the above described permanent easement. However, Grantor shall have the right to use the land within the limits of said permanent easement in a manner not inconsistent with the rights conveyed to the Grantee.

The permanent easement granted herein shall bind and inure to the benefit of each party hereto and their respective successors and assigns, and shall run with the land in perpetuity, unless otherwise provided herein.

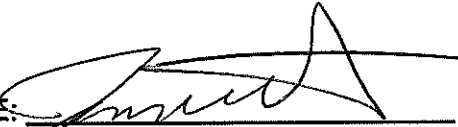
Grantor covenants with Grantee, its successors and assigns, that it is the lawful owner of said premises, and lawfully seized of the same in fee simple, and it has good right and full power to grant the easements rights provided for herein, and will defend the same against all others in favor of Grantee.

This Agreement contains the entire Agreement between the parties and supersedes all prior written or oral agreements between the parties. No representations, promises, understandings, agreements, written or otherwise, not herein contained shall be of any force or effect. No modifications or amendment of any provisions of this Agreement shall be effective unless made by a written instrument executed by all parties. 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. The Parties further stipulate that the venue for any disputes hereunder shall exclusively be the Warren County Court of Common Pleas, and the parties waive the right to initiate or remove any litigation arising out of this Agreement in any other state or federal court.

[the remainder of the page is blank]

GRANTOR:

IN EXECUTION WHEREOF, the City of Franklin, Ohio, an Ohio municipal corporation, the Grantor herein, has caused this instrument to be executed on the date stated below by JONATHAN WESTENDORF, whose title is CITY MANAGER, as its duly authorized representative pursuant to Franklin City Ordinance/Resolution No. R-2021-13, dated 3/1/21.

SIGNATURE: 
PRINTED NAME: JONATHAN WESTENDORF
TITLE: CITY MANAGER
DATE: 3/18/21

STATE OF Ohio, COUNTY OF Warren, ss:

BE IT REMEMBERED, that on the 18th day of March, 2021, before me, the subscriber, a Notary Public, in and for said County and State, personally appeared the person known or proven to me to be Jonathan Westendorf, whose title is City Manager, of the City of Franklin, Ohio, an Ohio municipal corporation, and pursuant to the authority granted to him or her to act on its behalf, and while acting in his or her official capacity, did acknowledge the signing thereof to be his or her voluntary act and deed. In compliance with R.C. 147.542 (D)(1), no oath was administered to the signer by this notary in regard to the notarial act.

[SEAL]



AMBER COPENHAVER
Notary Public, State of Ohio
My Commission Expires March 27, 2024
Notary Public: Amber Copenhaver
My Commission Expires: March 27, 2024

[the remainder of the page is blank]

GRANTEE:

IN EXECUTION WHEREOF, the Warren County Board of County Commissioners has caused this instrument to be executed by David G Young, its President or Vice-President, on the date stated below, pursuant to Resolution Number 21-0401, dated 3/23/21.

**WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS**

Signature: [Signature]
Printed Name: David G Young
Title: President
Date: 3/23/21

STATE OF OHIO, COUNTY OF WARREN, ss.

BE IT REMEMBERED, on this 23 day of March, 2021, before me, the subscriber, a Notary Public in and for said state, personally came an individual known or proven to be David G Young, whose title is President or Vice-President of the **Warren County Board of County Commissioners**, and pursuant to the authority granted to him or her to act on its behalf, and while acting in such official capacity, did acknowledge the signing thereof to be his or her voluntary act and deed. In compliance with R.C. 147.542 (D)(1), no oath was administered to the signer by this notary in regard to the notarial act.

[SEAL]

Notary Public: [Signature]
My Commission Expires: 12/26/2022

Approved as to form by:

**DAVID P. FORNSHELL
PROSECUTING ATTORNEY,
WARREN COUNTY, OHIO**

[Signature]
By: Assistant Prosecutor
Date: 1/20/2021

EXHIBIT A

WARREN COUNTY WATER & SEWER

NON-POTABLE WATER LINE EASEMENT

Parcel #03-01-433-001-PT

A permanent easement together with the right of entry and re-entry for the construction, perpetual maintenance, reconstruction, repair and operation of a non-potable water line and appurtenances in and upon the following described lands:

Situate in Section 1, Town 1E, Range 5N M.Rs., City of Franklin, Warren County, Ohio, being part of a 5 acre parcel of land conveyed to the City of Franklin by O.R. Vol. 3539 pg. 500-503 and being more particularly described as follows:

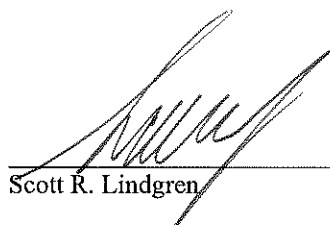
Commencing in a northeasterly corner of said parcel, Thence;

Along the northerly line of said parcel South 75°20'34" West, 12.49 feet to the TRUE POINT OF BEGINNING Thence;

1. Leaving said northerly line through said parcel South 04°48'05" West, 153.39 feet to a point in the easterly line of said parcel, Thence;
2. In said easterly line South 09°04'34" West, 35.50 feet to a point, Thence;
3. Leaving said easterly line though said parcel the following 2 courses;
North 35°41'04" West, 34.43 feet to a point, thence;
North 4°48'05" East, 153.77 feet to a point in the northerly line of said parcel, Thence;
4. In said northerly line North 75°20'34" East, 26.51 to the TRUE POINT OF BEGINNING;

This easement area contains 0.0980 Acres or 4,270 square feet, being subject to all legal highways and any and all easements of record.

The above description was prepared on February 3, 2021 and is based on a survey made under the direct supervision of Scott R. Lindgren, Ohio Registration No.S-7853 The bearings are based on the Ohio State Plane Coordinate System, South Zone Grid, NAD '83, per GPS observations.



Scott R. Lindgren 2021-03-02

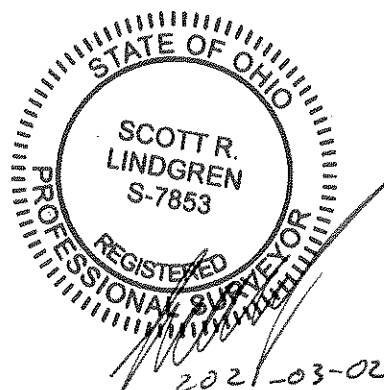


EXHIBIT B

PROJECT BEARING - NAD83
PER GPS OBSERVATIONS

CITY OF FRANKLIN
PAR # 03-01-433-004
O.R. VOL 4749 PG. 873
TRACT 6
S.R. VOL 50 PG. 77

CITY OF FRANKLIN
PAR # 03-01-433-001-PT
O.R. VOL 3539 PG. 500-503
TRACT 7
5 AC.
SURVEY VOL 50 PG. 77

NON-POTABLE
WATER LINE
EASEMENT
0.0980 AC.
4,270 SF

N35°41'04"W ~ 34.43'

N75°20'34"E
26.51'

S4°48'05"W ~ 153.39'

S9°04'34"W
35.50'

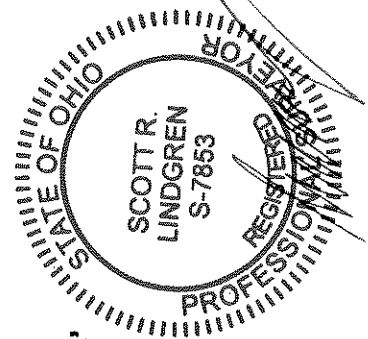
CITY OF FRANKLIN
PAR # 03-01-433-003
O.R. VOL 4749 PG. 873
TRACT G
4.019 AC.
S.R. VOL 50 PG. 77

BIRD & SON INC
PAR # 03-01-433-005
O.R. VOL 134 PG. 266
1.142 AC.

S75°20'34"W
12.49'

[TPOB]

[POC]



THIS PLAT WAS PREPARED FROM A FIELD SURVEY, EXISTING DEEDS AND PLATS OF RECORD. ALL RECORDED DOCUMENTS USED TO ESTABLISH EASEMENT ARE LISTED ON THE PLAT

Prepared By:



IRA Consultants, LLC
Engineers and Surveyors
10856 Kenwood Rd
Cincinnati, OH 45242
513.469.6600

SCOTT LINDGREN, P.S. NO. 7853
RA CONSULTANTS LLC

DATE: 2021-03-02

PLAT OF EASEMENT CITY OF FRANKLIN PAR # 03-01-433-001-PT
CITY OF FRANKLIN WARREN COUNTY, OHIO SECTION 1, TOWN 1E, RANGE 5N MRS.
DATE: February 3, 2021 SCALE: 1" = 300'

Grantor: City of Franklin
Property Address: Route 73, Franklin, OH 45005
Parcel Number: 03-01-433-003 – Pt.
Auditor's Account Number: 2146681

**EASEMENT & AGREEMENT FOR
NON-POTABLE WATERLINE & APPURTENANCES**

THIS EASEMENT & AGREEMENT is entered into on the dates stated below by the **City of Franklin, Ohio**, an Ohio municipal corporation, whose mailing address is 1 Benjamin Franklin Way Franklin, Ohio 45005 (the "Grantor"), and the **Warren County Board of County Commissioners**, whose address is 406 Justice Drive, Lebanon, OH 45036 (the "Grantee").

The Purpose of this Easement & Agreement is for maintenance and operation of non-potable waterlines, maintenance, repair, replacement or removal, or other public utility purposes as may be deemed necessary hereafter by future resolution of Grantee.

WITNESSETH, that Grantor for and in consideration of one Dollar (\$ 1.00) and other good and valuable consideration paid by Grantee, the receipt and sufficiency of which are hereby stipulated, does hereby grant, bargain, sell and convey to the said Grantee, its successors and assigns forever, certain rights, privileges and easements in, on, over, under, through, across and above certain real estate owned by Grantor as described in Exhibit "A" and as illustrated in Exhibit "B" attached hereto and made a part hereof.

The following additional in-kind consideration shall be provided by Grantee to or for the benefit of Grantor:

- 1) Restoration upon completion of construction, to a condition as good as reasonably possible but not better than existed prior to Grantee entering onto the property;
and,
- 2) none.

The permanent easement being granted herein is part of a parcel located in the City of Franklin, Warren County, Ohio, consisting of 4.019 acres, and being the same premises described in a deed recorded in O.R. Vol. 4749, Page 873 of the Official Records of the Warren County, Ohio Recorder's Office, but the permanent easement is located on and effects only that part of the above referenced real estate as particularly described in Exhibit "A" and illustrated in Exhibit "B".

The said permanent easement shall be subject to the following rights, restrictions, covenants, and conditions:

1. The right of the Grantee, its employees or agents, to survey, construct, use, operate, inspect, maintain, keep in repair thereon, replace and remove, a waterline and all necessary related above and below ground appurtenances thereto necessary to the operation thereof, together with the right to cut, trim and remove any trees, including but not limited to overhanging branches, or other obstructions within the limits of the above described permanent easement which, in the sole opinion of the Grantee may endanger the safety of, or interfere with the construction, use, operation, inspection, maintenance or repairs of said waterline and all necessary related above and below ground appurtenances for the purpose of exercising the rights herein.

2. The right of the Grantee, its employees or agents, to store earth and materials, and to move and operate construction equipment in, on, over, under, through, across and above the said permanent easement as may be necessary for such construction and during any periods of use, operation, inspection, necessary maintenance and repairs, replacement and removal thereafter. In event it is necessary for the Grantee to re-enter upon the permanent easement area for inspection and to make necessary maintenance and repairs, replacement or removal, Grantee agrees to restore the property and improvements thereon not otherwise prohibited herein, to the condition as good as reasonably possible but not better than existed prior to Grantee re-entering onto the property, that may be damaged by Grantee and its employees or agents, or their equipment in exercising the rights herein granted.

3. The Grantee shall have a permanent right of entry in, on, over, under, through, across and above the permanent easement area by its employees or agents, and equipment necessary for the use, maintenance, repair, replacement or restoration of said waterline and all necessary related above and below ground appurtenances, and such route of access shall be

the minimum width necessary and to be located so as to cause minimum inconvenience or damage to Grantors.

4. Grantor shall not erect or cause to be erected any building or other structures (including but not limited to retaining walls), or impound any water, or plant any trees or shrubs within the limits of the above described permanent easement. However, Grantor shall have the right to use the land within the limits of said permanent easement in a manner not inconsistent with the rights conveyed to the Grantee.

The permanent easement granted herein shall bind and inure to the benefit of each party hereto and their respective successors and assigns, and shall run with the land in perpetuity, unless otherwise provided herein.

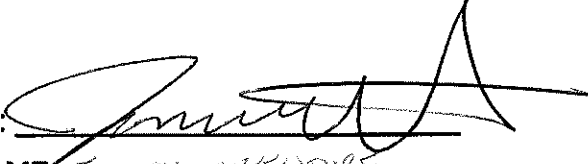
Grantor covenants with Grantee, its successors and assigns, that it is the lawful owner of said premises, and lawfully seized of the same in fee simple, and it has good right and full power to grant the easements rights provided for herein, and will defend the same against all others in favor of Grantee.

This Agreement contains the entire Agreement between the parties and supersedes all prior written or oral agreements between the parties. No representations, promises, understandings, agreements, written or otherwise, not herein contained shall be of any force or effect. No modifications or amendment of any provisions of this Agreement shall be effective unless made by a written instrument executed by all parties. 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. The Parties further stipulate that the venue for any disputes hereunder shall exclusively be the Warren County Court of Common Pleas, and the parties waive the right to initiate or remove any litigation arising out of this Agreement in any other state or federal court.

[the remainder of the page is blank]

GRANTOR:

IN EXECUTION WHEREOF, the City of Franklin, Ohio, an Ohio municipal corporation, the Grantor herein, has caused this instrument to be executed on the date stated below by JONATHAN WESTENDORF, whose title is CITY MANAGER, as its duly authorized representative pursuant to Franklin City Ordinance/Resolution No. R-2021-13, dated 3/1/21.

SIGNATURE: 
PRINTED NAME: JONATHAN WESTENDORF
TITLE: CITY MANAGER
DATE: 3/18/21

STATE OF Ohio, COUNTY OF Warren, ss:

BE IT REMEMBERED, that on the 18th day of March, 2021, before me, the subscriber, a Notary Public, in and for said County and State, personally appeared the person known or proven to me to be Jonathan Westendorf whose title is City Manager, of the **City of Franklin, Ohio**, an Ohio municipal corporation, and pursuant to the authority granted to him or her to act on its behalf, and while acting in his or her official capacity, did acknowledge the signing thereof to be his or her voluntary act and deed. In compliance with R.C. 147.542 (D)(1), no oath was administered to the signer by this notary in regard to the notarial act.



[SEAL]

AMBER COPENHAVER
Notary Public, State of Ohio
My Commission Expires
March 27, 2024

Notary Public: Amber Copenhaver
My Commission Expires: March 27, 2024

[the remainder of the page is blank]

GRANTEE:

IN EXECUTION WHEREOF, the Warren County Board of County Commissioners has caused this instrument to be executed by _____, its President or Vice-President, on the date stated below, pursuant to Resolution Number _____, dated _____.

**WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS**

Signature: _____

Printed Name: _____

Title: _____

Date: _____

STATE OF OHIO, COUNTY OF WARREN, ss.

BE IT REMEMBERED, on this _____ day of _____, 202____, before me, the subscriber, a Notary Public in and for said state, personally came an individual known or proven to be _____, whose title is **President or Vice-President of the Warren County Board of County Commissioners**, and pursuant to the authority granted to him or her to act on its behalf, and while acting in such official capacity, did acknowledge the signing thereof to be his or her voluntary act and deed. In compliance with R.C. 147.542 (D)(1), no oath was administered to the signer by this notary in regard to the notarial act.

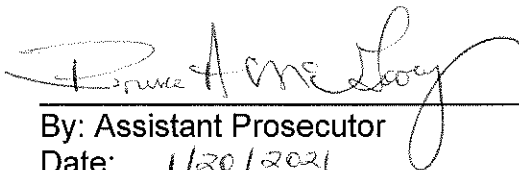
Notary Public: _____

My Commission Expires: _____

[SEAL]

Approved as to form by:

**DAVID P. FORNSHELL
PROSECUTING ATTORNEY,
WARREN COUNTY, OHIO**



By: Assistant Prosecutor
Date: 1/20/2021

EXHIBIT A

WARREN COUNTY WATER & SEWER

NON-POTABLE WATER LINE EASEMENT

Parcel #03-01-433-003-PT

A permanent easement together with the right of entry and re-entry for the construction, perpetual maintenance, reconstruction, repair and operation of a non-potable water line and appurtenances in and upon the following described lands:

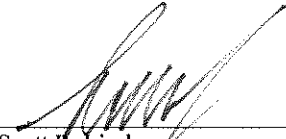
Situate in Section 1, Town 1E, Range 5N M.R.s., City of Franklin, Warren County, Ohio, being part of a 4.019 acre parcel of land conveyed to the City of Franklin by O.R. Vol. 4749 pg. 873 and being more particularly described as follows:

Commencing in a southeasterly corner of said parcel also being the TRUE POINT OF BEGINNING. Thence;

1. In the southerly line the following two courses;
 South 70°51'03" West, 131.44 feet to a point, Thence;
 South 70°54'13" West, 226.73 feet to a point, Thence;
2. Leaving said southerly line though said parcel North 35°41'04" West, 298.59 feet to a point in the westerly line of said parcel, Thence;
3. In the said westerly line North 09°04'34" East, 35.50 feet to a point, thence;
4. Through said parcel the following three courses;
 South 35°41'04" East, 315.65 feet to a point, Thence;
 North 70°56'07" East, 91.07 feet to a point, Thence;
 North 70°51'03" East, 292.23 feet to a point in a southeasterly line of said parcel, Thence;
5. Along said easterly line South 53°04'04" West, 49.11 feet to the TRUE POINT OF BEGINNING.

This easement area contains 0.3036 Acres or 13,225 square feet, being subject to all legal highways and any and all easements of record.

The above description was prepared on February 3, 2021 and is based on a survey made under the direct supervision of Scott R. Lindgren, Ohio Registration No.S-7853 The bearings are based on the Ohio State Plane Coordinate System, South Zone Grid, NAD '83, per GPS observations.



Scott R. Lindgren
2-2-21
2-3-21
AL



PROJECT BEARING: NAD83
PER GPS OBSERVATIONS

EXHIBIT B

N9°04'34"E
35.50'
CITY OF FRANKLIN
PAR # 03-01-433-001
O.R. 3539 PG. 500-503
SURVEY VOL 50 PG. 77

BIRD & SON INC
PAR # 03-01-433-005
O.R. 134 PG. 266
1.142 AC.

S35°41'04"E
315.65'

NON-POTABLE
WATER LINE
EASEMENT
0.3036 AC.
13,225 SF

CITY OF FRANKLIN
PAR # 03-01-433-003-PT
O.R. VOL. 4749 PG. 873
TRACT F
4.019 AC.

RILEY BLVD.
(R/W VARIES)

N70°56'07"E~91.07'

N70°51'03"E~292.23'

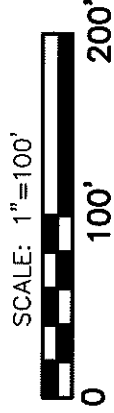
S70°54'13"W~226.73'

S70°51'03"W~131.44'

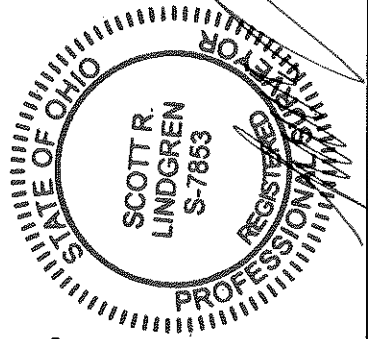
TPOB

S53°04'04"W
49.11'

ST. RT. 73
(R/W VARIES)



THIS PLAT WAS PREPARED FROM A FIELD SURVEY. EXISTING DEEDS AND PLATS OF RECORD. ALL RECORDED DOCUMENTS USED TO ESTABLISH EASEMENT ARE LISTED ON THE PLAT



Prepared By:



IRA Consultants, LLC
Engineers and Surveyors
10856 Kenwood Rd
Cincinnati, OH 45242
513.469.6600

SCOTT LINDGREN, P.S. NO: 7963
RA CONSULTANTS LLC

DATE: 2021-03-02

PLAT OF EASEMENT
CITY OF FRANKLIN
PAR # 03-01-433-003-PT
CITY OF FRANKLIN
WARREN COUNTY, OHIO
SECTION 1, TOWN 1E, RANGE 5N MRS.
DATE: February 3, 2021 SCALE: 1" = 200'

Grantor: City of Franklin
Property Address: Route 73, Franklin, OH 45005
Parcel Number: 03-01-433-004-Pt.
Auditor's Account Number: 2146703

**EASEMENT & AGREEMENT FOR
NON-POTABLE WATERLINE & APPURTENANCES**

THIS EASEMENT & AGREEMENT is entered into on the dates stated below by the **City of Franklin, Ohio**, an Ohio municipal corporation, whose mailing address is 1 Benjamin Franklin Way Franklin, Ohio 45005 (the "Grantor"), and the **Warren County Board of County Commissioners**, whose address is 406 Justice Drive, Lebanon, OH 45036 (the "Grantee").

The Purpose of this Easement & Agreement is for maintenance and operation of non-potable waterlines, maintenance, repair, replacement or removal, or other public utility purposes as may be deemed necessary hereafter by future resolution of Grantee.

WITNESSETH, that Grantor for and in consideration of ONE DOLLAR (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby stipulated, does hereby grant, bargain, sell and convey to the said Grantee, its successors and assigns forever, certain rights, privileges and easements in, on, over, under and above certain real estate owned by Grantor as described in Exhibit "A" and as illustrated in Exhibit "B" attached hereto and made a part hereof.

The following additional in-kind consideration shall be provided by Grantee to or for the benefit of Grantor:

- 1) Restoration upon completion of construction, to a condition as good as reasonably possible but not better than existed prior to Grantee entering onto the property;
and,
- 2) none.

The permanent easement being granted herein is part of a parcel located in the City of Franklin, Warren County, Ohio, consisting of 1.122 acres, and being the same premises described in a deed recorded in O.R. Vol. 4749, Page 873 of the Warren County, Ohio Recorder's Office, but the permanent easement is located on and effects only that part of the above referenced real estate as particularly described in Exhibit "A" and illustrated in Exhibit "B".

The said permanent easement shall be subject to the following rights, restrictions, covenants, and conditions:

1. The right of the Grantee, its employees or agents, to survey, construct, use, operate, inspect, maintain, keep in repair thereon, replace and remove, a waterline and all necessary related above and below ground appurtenances thereto necessary to the operation thereof, together with the right to cut, trim and remove any trees, including but not limited to overhanging branches, or other obstructions within the limits of the above described permanent easement which, in the sole opinion of the Grantee may endanger the safety of, or interfere with the construction, use, operation, inspection, maintenance or repairs of said waterline and all necessary related above and below ground appurtenances for the purpose of exercising the rights herein.

2. The right of the Grantee, its employees or agents, to store earth and materials, and to move and operate construction equipment in, on, over, under and above the said permanent easement as may be necessary for such construction and during any periods of use, operation, inspection, necessary maintenance and repairs, replacement and removal thereafter. In event it is necessary for the Grantee to re-enter upon the permanent easement area for inspection and to make necessary maintenance and repairs, replacement or removal, Grantee agrees to restore the property and improvements thereon not otherwise prohibited herein, to the condition as good as reasonably possible but not better than existed prior to Grantee re-entering onto the property, that may be damaged by Grantee and its employees or agents, or their equipment in exercising the rights herein granted.

3. The Grantee shall have a permanent right of entry in, on, over, under and above the permanent easement area by its employees or agents, and equipment necessary for the use, maintenance, repair, replacement or restoration of said waterline and all necessary related above and below ground appurtenances, and such route of access shall be the minimum width necessary and to be located so as to cause minimum inconvenience or damage to Grantors.

4. Grantor shall not erect or cause to be erected any building or other structures (including but not limited to retaining walls), or impound any water, or plant any trees or shrubs within the limits of the above described permanent easement. However, Grantor shall have the right to use the land within the limits of said permanent easement in a manner not inconsistent with the rights conveyed to the Grantee.

The permanent easement granted herein shall bind and inure to the benefit of each party hereto and their respective successors and assigns, and shall run with the land in perpetuity, unless otherwise provided herein.

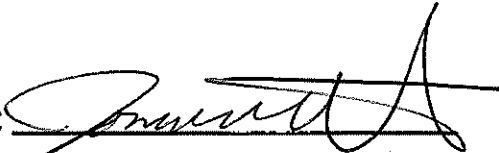
Grantor covenants with Grantee, its successors and assigns, that it is the lawful owner of said premises, and lawfully seized of the same in fee simple, and it has good right and full power to grant the easements rights provided for herein, and will defend the same against all others in favor of Grantee.

This Agreement contains the entire Agreement between the parties and supersedes all prior written or oral agreements between the parties. No representations, promises, understandings, agreements, written or otherwise, not herein contained shall be of any force or effect. No modifications or amendment of any provisions of this Agreement shall be effective unless made by a written instrument executed by all parties. 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. The Parties further stipulate that the venue for any disputes hereunder shall exclusively be in the Warren County Court of Common Pleas, and the parties waive the right to initiate or remove any litigation arising out of this Agreement in any other state or federal court.

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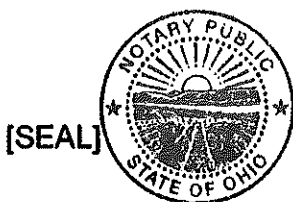
GRANTOR:

IN EXECUTION WHEREOF, the City of Franklin, Ohio, an Ohio municipal corporation, the Grantor herein, has caused this instrument to be executed on the date stated below by JONATHAN WESTENDORF, whose title is CITY MANAGER, as its duly authorized representative pursuant to Franklin City Ordinance/Resolution No. R-2021-13, dated 3/1/21.

SIGNATURE: 
PRINTED NAME: JONATHAN WESTENDORF
TITLE: CITY MANAGER
DATE: 3/18/21

STATE OF Ohio, COUNTY OF Warren, ss:

BE IT REMEMBERED, that on the 18th day of March, 2021, before me, the subscriber, a Notary Public, in and for said County and State, personally appeared the person known or proven to me to be Jonathan Westendorf whose title is City Manager, of the **City of Franklin, Ohio**, an Ohio municipal corporation, and pursuant to the authority granted to him or her to act on its behalf, and while acting in his or her official capacity, did acknowledge the signing thereof to be his or her voluntary act and deed. In compliance with R.C. 147.542 (D)(1), no oath was administered to the signer by this notary in regard to the notarial act.



AMBER COPENHAVER
Notary Public, State of Ohio
My Commission Expires
March 27, 2024

Notary Public: Amber Copenhaver
My Commission Expires: March 27, 2024

[the remainder of the page is blank]

GRANTEE:

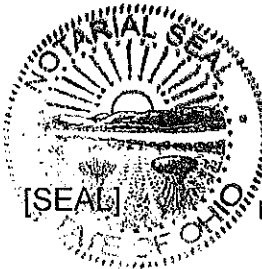
IN EXECUTION WHEREOF, the Warren County Board of County Commissioners has caused this instrument to be executed by David G Young, its President or Vice-President, on the date stated below, pursuant to Resolution Number 21-0401, dated 3/23/21.

**WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS**

Signature: _____
Printed Name: David G Young
Title: President
Date: 3/23/21

STATE OF OHIO, COUNTY OF WARREN, ss.

BE IT REMEMBERED, on this 23 day of March, 2021, before me, the subscriber, a Notary Public in and for said state, personally came an individual known or proven to be David G Young, whose title is President or Vice-President of the **Warren County Board of County Commissioners**, and pursuant to the authority granted to him or her to act on its behalf, and while acting in such official capacity, did acknowledge the signing thereof to be his or her voluntary act and deed. In compliance with R.C. 147.542 (D)(1), no oath was administered to the signer by this notary in regard to the notarial act.



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

Notary Public: _____
My Commission Expires: 12/26/2022

Approved as to form by:

**DAVID P. FORNSHELL
PROSECUTING ATTORNEY,
WARREN COUNTY, OHIO**

Bruce A Mc Lary
By: Assistant Prosecutor
Date: 1/20/2021

EXHIBIT A

WARREN COUNTY WATER & SEWER

NON-POTABLE WATER LINE EASEMENT #2

Parcel #03-01-433-004-PT

A permanent easement together with the right of entry and re-entry for the construction, perpetual maintenance, reconstruction, repair and operation of a non-potable water line and appurtenances in and upon the following described lands:

Situate in Section 1, Town 1E, Range 5N M.Rs., City of Franklin, Warren County, Ohio, being part of a 1.122 acre parcel of land conveyed to the City of Franklin by O.R. Vol. 4749 pg. 873 and being more particularly described as follows:

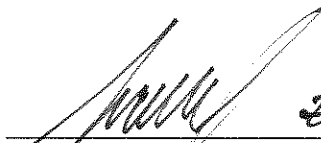
Commencing in a southerly corner of said parcel, Thence;

Along the southerly line of said parcel South 75°20'34" West, 12.49 feet to the TRUE POINT OF BEGINNING Thence;

1. In said southerly line South 75°20'34" West, 26.51 feet to a point, Thence;
2. Leaving said southerly line North 4°48'05" East, 38.09 feet to a point in the northerly line of said parcel, Thence;
3. In said northerly line North 88°22'24" East, 25.16 feet to a point, Thence;
4. Leaving said northerly line through said parcel South 4°48'05" West, 32.07 feet to the TRUE POINT OF BEGINNING.

This easement area contains 0.0201 Acres or 877 square feet, being subject to all legal highways and any and all easements of record.

The above description was prepared on February 3, 2021 and is based on a survey made under the direct supervision of Scott R. Lindgren, Ohio Registration No.S-7853 The bearings are based on the Ohio State Plane Coordinate System, South Zone Grid, NAD '83, per GPS observations.



Scott R. Lindgren
2-2-21
2-3-21 SL



EXHIBIT B

PROJECT BEARING : NAD83
 PER GPS OBSERVATIONS

CITY OF FRANKLIN
 PAR # 03-01-433-001
 O.R. VOL. 5539 PG. 500-503
 S.R. VOL. 50 PG. 77

CITY OF FRANKLIN
 PAR # 03-01-433-004-PT
 O.R. VOL. 4749 PG. 873
 TRACT G
 1.122 AC. (DEED)
 S.R. VOL. 50 PG. 77
 N4°48'05"E~38.09'

CITY OF FRANKLIN ET AL
 PAR # 03-01-100-004
 O.R. VOL. 1121 PG. 561
 208.4707 AC.

S75°20'34"W~26.51'

N88°22'24"E~25.16'

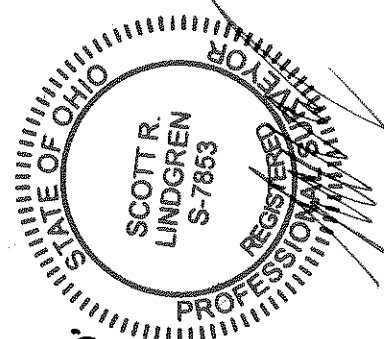
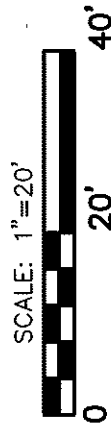
S4°48'05"W~32.07'

S75°20'34"W
 12.49'

NON-POTABLE
 WATER LINE
 EASEMENT
 0.0201 AC.
 877 SF

TPOB

POC



THIS PLAT WAS PREPARED FROM A FIELD SURVEY. EXISTING DEEDS AND PLATS OF RECORD. ALL RECORDED DOCUMENTS USED TO ESTABLISH EASEMENT ARE LISTED ON THE PLAT

Prepared By:  **IRA Consultants, LLC**
 Engineers and Surveyors
 10856 Kenwood Rd
 Cincinnati, OH 45242
 513.467.6600

SCOTT LINDGREN, P.S. NO. 7853
 RA CONSULTANTS LLC

DATE: 2021-03-02

PLAT OF EASEMENT CITY OF FRANKLIN PAR # 03-01-433-004-PT
CITY OF FRANKLIN WARREN COUNTY, OHIO SECTION 1, TOWN 1E, RANGE 5N MRS. DATE: February 3, 2021 SCALE: 1" = 300'

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

Resolution

Number 21-0402

Adopted Date March 23, 2021

APPROVE AND ENTER INTO AN AFFILIATION AGREEMENT WITH SINCLAIR COMMUNITY COLLEGE (SINCLAIR) ON BEHALF OF THE DEPARTMENT OF WARREN COUNTY CHILDREN SERVICES SOCIAL WORK PROGRAM (AGENCY)

BE IT RESOLVED, to approve and authorize the Warren County Board of Commissioners to enter into an Affiliation Agreement with Sinclair Community College on behalf of the Department of Children Services; copy of agreement is attached hereto and made a part hereof.

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

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

Resolution adopted this 23rd day of March 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

jc/

cc: c/a – Sinclair Community College
Children Services (file)

AFFILIATION AGREEMENT
between
SINCLAIR COMMUNITY COLLEGE
and
WARREN COUNTY CHILDREN SERVICES
(SOCIAL WORK PROGRAM)

This agreement ("Agreement") is entered into by and between Sinclair Community College ("SINCLAIR"), and Warren County Children Services ("AGENCY"). The purpose of this Agreement is to set forth the terms and conditions under which AGENCY will aid the professional development of students in Sinclair's Social Work Program by offering opportunities to obtain practical opportunities to exercise social work knowledge and training through the practicum experience required as part of Sinclair's Social Work Program ("practicum experience").

The parties agree as follows:

1. SINCLAIR and AGENCY shall mutually agree on the selection and number of students eligible to participate, and the time and nature of their work while participating in the practicum experience. SINCLAIR shall recommend placement of students to AGENCY based on AGENCY's suitability, as determined by SINCLAIR to meet their educational needs. AGENCY reserves the right to decline to take any referred students based upon current agency capacity.
2. While participating in the practicum experience, students shall be required to comply with all relevant policies and procedures of AGENCY, including rules relating to professional behavior and interaction with families, fellow staff members and community partners. AGENCY shall provide all necessary orientation, administrative guides and policies and procedures to students participating in the practicum experience. Students shall be required to sign agreements relating to policies, procedures, and confidentiality prior to beginning and conditioned on participating in the practicum experience.
3. The students participating in the practicum experience shall be entitled to observe the holidays of AGENCY and SINCLAIR.
4. SINCLAIR shall withdraw any student from the practicum experience with AGENCY if the performance of the student is found to be unacceptable or upon a reasonable cause recommendation by AGENCY. Prior to withdrawal of a student from the practicum experience with AGENCY, a discussion of the pertinent facts will be conducted with representatives from AGENCY and SINCLAIR and the student. If AGENCY requests the immediate withdrawal of a student from the practicum experience pending the outcome of the discussion of pertinent facts, SINCLAIR will comply with that request.
5. During the practicum experience, the primary mission for participating students shall be educational.

6. Both parties will not discriminate against any employee or student because of race, color, handicap, religion, national origin, ancestry, or sex.
7. SINCLAIR shall require students assigned to AGENCY to be covered by professional liability insurance. The insurance shall be provided by either SINCLAIR or the student. AGENCY may require participating students to provide verification of such insurance.
8. Students shall not transport clients or children during the course of their placement. Students may not operate or be a passenger in any AGENCY vehicles. Students may accompany caseworkers on home visits; however, they must provide their own transportation to do so.
9. AGENCY and SINCLAIR shall mutually agree upon the physical facilities, supplies and equipment to be provided by AGENCY for the appropriate management of the practicum experience. Supplies and equipment shall include but are not limited to the following: workspace, access to a computer and a telephone.
10. AGENCY agrees to complete all forms requested by SINCLAIR, including student evaluation reports and any other reports necessary to evaluate and monitor the practicum experience.
11. AGENCY understands that it may generate or otherwise be in possession of confidential educational records regarding SINCLAIR's students, and that the confidentiality of these records is protected by federal law including, inter alia, the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C.A. § 1232g. AGENCY further understands that it may not share or disclose these educational records with any party other than SINCLAIR or the student, without the written consent of SINCLAIR and/or the student to whom the records pertain.
12. The parties acknowledge that both AGENCY and SINCLAIR are governed by the Ohio Public Records Laws. Notwithstanding any statement in this Agreement to the contrary, SINCLAIR and the AGENCY'S handling of any confidentiality obligations are subject to the limitations of this paragraph. Records (as defined by Ohio Revised Code §§ 149.011 and 149.43) related to this Agreement may be subject to disclosure under the Ohio Public Records Laws. The AGENCY shall have no duty to defend the rights of SINCLAIR or any of its students, agents, or affiliates in any records requested to be disclosed. SINCLAIR shall have no duty to defend the rights of the AGENCY or any of its agents or affiliates in any records requested to be disclosed.
13. The term of this Agreement is January 1, 2021 through December 31, 2021. Notwithstanding the foregoing, either party may terminate this Agreement for any reason or no reason, upon thirty (30) calendar days prior written notice to the other party. In the event of termination or expiration of this Agreement before any participating Student(s) has completed the then-current term, such Student(s) shall be permitted to complete the then-current term subject to the applicable terms of this Agreement, which shall survive until the date of such completion.

13. All notices which may be necessary or proper for either party shall be addressed as follows:

If to SINCLAIR: Jennifer McDermott
Sinclair Community College
444 West Third Street
Room 12-351
Dayton, Ohio 45402-1460

With a copy to:

Dean
Division of Liberal Arts, Communication and Social Sciences
Sinclair Community College
444 West Third Street
Room 6-110
Dayton, Ohio 45402-1460


If to AGENCY: Warren County Children Services
c/o Shawna Barger
416 S. East Street
Lebanon, OH 45036

14. No prior representation, warranty, condition or agreement of any kind or nature shall be binding upon the parties unless incorporated in this agreement. This Agreement contains all the terms and conditions agreed upon by the parties as related to the subject matter of this Agreement.

15. This Agreement shall be construed in accordance with the laws of the State of Ohio. Any legal actions, claims, or demands shall be handled in a court of competent jurisdiction located in Warren County, Ohio.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement, effective the date first above written:

BOARD OF COUNTY COMMISSIONERS OF
WARREN COUNTY, OHIO (Board)

By: 
~~Shannon Jones, President~~
David Young

By: _____
Tom Grossman, Commissioner

By: _____

~~David Young~~, Commissioner
Shannon Jones

Contractor: SINCLAIR COMMUNITY
COLLEGE

By: (Sign) Lisa Mahle-Grise

By: (Print) Lisa Mahle-Grise

Title: Dean, Liberal Arts & Social Sciences

Date: 2/11/2021

Approved as to form:

By: Kathryn M. Howell
Assistant/Prosecuting Attorney

Date: 3/12/21

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

Resolution

Number 21-0403

Adopted Date March 23, 2021

APPROVE AGREEMENT AND ADDENDUM WITH UNIFIED DWELLING, LLC AS A CHILD PLACEMENT AND RELATED SERVICE PROVIDER FOR THE WARREN COUNTY BOARD OF COUNTY COMMISSIONERS ON BEHALF OF WARREN COUNTY CHILDREN SERVICES

BE IT RESOLVED, to approve and authorize the Warren County Board of Commissioners to enter into the agreement and addendum with Unified Dwelling, LLC, on behalf of Warren County Children Services, for calendar year 2020-2021, for the services of a child placement and related services provider. Copy of 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 23rd day of March 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

jc/

cc: c/a— Unified Dwelling, LLC
Children Services (file)

Ohio Department of Job and Family Services

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

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

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

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

and Unified Dwelling, LLC, hereinafter "Provider," whose address is:

Unified Dwelling, LLC
31 Oxford Ave
Dayton, OH 45402

Collectively the "Parties."

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RECITALS

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

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

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

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

Article I. SCOPE OF PLACEMENT SERVICES

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

Section 1.01 FOR AGREEMENTS COMPETITIVELY PROCURED

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

Section 1.02 FOR AGREEMENTS NOT COMPETITIVELY PROCURED

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

Section 1.03 EXHIBITS

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

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

Article II. TERM OF AGREEMENT

This Agreement is in effect from **02/01/2021** through **05/31/2022**, unless this Agreement is suspended or terminated pursuant to Article IX prior to the termination date.

In addition to the initial term described above, this Agreement may be extended at the option of the Agency and upon written agreement of the Provider. Notice of Agency's intention to extend the Agreement shall be provided in writing to Provider no less than 90 calendar days before the expiration of any Agreement term then in effect. (If a previous Request for Proposal [RFP] allows, the Agreement may be extended for a period of time to ensure adequate completion of the Agency's competitive procurement process at the rates existing for the term then in effect.)

Article III. ORDER OF PRECEDENCE

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

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

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

Article IV. DEFINITIONS GOVERNING THIS AGREEMENT

The following definitions govern this Agreement:

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

Article V. PROVIDER RESPONSIBILITIES

- A. Provider agrees to participate with Agency in the development and implementation of the Case Plan and ICCA including participation in case reviews and / or semi-annual administrative reviews, and the completion of reunification assessments for the children in placement with the Provider. Parties shall make best efforts to share information timely regarding participants and contact information involved with planning efforts related to children and families.
- B. Provider agrees to provide services agreed to in the Case Plan and ICCA (i.e., transportation of children for routine services, including, but not limited to, court hearings, medical appointments, school therapy, recreational activities, visitations/family visits) unless otherwise negotiated in writing as an attachment to this Agreement. Any disputes involving services or placement will be resolved through mutual-agreement and modification to the ICCA. Provider agrees the Agency is the final authority in the process. The cost of providing these services is to be included in the Agency approved per diem.
- C. Provider agrees to ensure that any and all persons who may act as alternative caregivers or who have contact with the children are suitable for interaction pursuant to all applicable federal, state and local laws and regulations.
- D. Provider agrees that all caregivers must be approved by the Agency.
- E. Provider agrees to submit a progress report as negotiated by the parties for each child. The progress report will be based on the agreed upon services to be delivered to the child and/or family and will include documentation of services provided to the child and/or discharge summary. If Monthly Progress Reports are not received within 90 calendar days following the month of service provision, payment may be withheld at the Agency's discretion.
 - 1. Monthly Progress Reports shall be submitted by the 20th of the month following the month of service.
 - 2. The Monthly Progress Report will include the following medical related information:
 - a. Service type (i.e. medical, dental, vision, etc.);
 - b. Date(s) of service;
 - c. Reason for visit (i.e. routine, injury, etc.);
 - d. Practitioner name, address and contact number;
 - e. Name of hospital, practice, urgent care, etc.;
 - f. Prescribed medications and dosages;
 - g. Date(s) medication(s) were prescribed or changed; and
 - h. Changes to medications.
- F. Placement changes, emergency or non-emergency, shall occur only with the approval of the Agency. The following information shall be provided to the Agency for all placement changes: Name, address and phone number of the new foster home or other out-of-home care setting, the license/home study of the new care provider within 24 hours, excluding weekends and holidays.
- G. Provider agrees to notify all Agencies who have children placed in the same caregiver's home/group home/CRC when any child residing in the placement is critically injured or dies in that location. Notification will be made to the Agencies' Child Abuse/Neglect Hotline number or assigned Caseworker immediately.
- H. Notification to the Agency of Emergency Critical Incidents shall occur ASAP but no later than one hour of the incident becoming known. Notification will be made to the Agency via the Agency's Child Abuse/Neglect Hotline or

assigned Caseworker or by other established system. Critical incidents are those incidents defined in the Ohio Administrative Code that are applicable to the licensed or certified programs(ODJFS 5101:2-7-14, 5101:2-9-23 ODMHAS 5122-30-16, 5122-26-13, OAC 5123-17-02).

Emergency situations include but are not limited to the following:

1. Absent Without Leave (AWOL);
 2. Child Alleging Physical or Sexual Abuse/Neglect;
 3. Death of Child;
 4. Illicit drug/alcohol use, Abuse of medication or toxic substance;
 5. Sudden injury or illness requiring an unplanned medical treatment or visit to the hospital;
 6. Perpetrator of Delinquent/Criminal Act (Assault, Dangerous Behaviors, Homicidal Behaviors);
 7. School Expulsion/Suspension (formal action by school);
 8. Self-Injury (Suicidal Behaviors, Self-Harm Requiring external Medical Treatment, Hospital or ER);
 9. Victim of assault, neglect, physical or sexual abuse;
 10. The filing of any law enforcement report involving the child.
- I. The Provider also agrees to notify the Agency within Twenty-four (24) hours, of any non-emergency situations. Non-emergency situations include but are not limited to the following:
1. When physical restraint is used/applied; and
 2. Medication lapses or errors.
- Notification will be made to the Agency via the Agency's Child Abuse\Neglect Hotline/assigned Caseworker or by other established notification system.
- J. Documentation of the emergency and non-emergency incidents as identified in "H and I" above shall be provided to the Agency via email, fax or other established notification system within 24 hours excluding weekends and holidays.
- K. The Provider agrees to submit each child's assessment and treatment plans as completed but no later than the 30th day of placement. Provider further agrees to provide treatment planning that will include, but is not limited to, education on or off site, preparation for integration into community-based school or vocational/job skills training, community service activities, independent living skills if age 14 or older, monitoring and supporting community adjustment.
- L. The Provider agrees to participate in joint planning with the Agency regarding modification to case plan services. Provider agrees that while the Provider may have input into the development of the child's case plan services and the ICCA, any disputes involving services or placement will be resolved through mutual agreement and modification to the ICCA. Provider agrees the Agency is the final authority in the process.
- M. The Provider shall participate in a Placement Preservation meeting if requested by the Agency prior to issuing a notice of removal of a child. A placement Preservation meeting shall be held within seven (7) business days of said request. Unless otherwise mutually agreed upon a minimum of thirty (30) calendar days' notice shall be given if placement preservation is unable to be achieved. A Discharge Plan Summary shall be provided no later than fifteen (15) calendar days after the date of discharge in accordance with the applicable licensed or certified program. (OAC 5101:2-5-17, OAC 5122-30-22, OAC 5122-30-04, OAC 5123:2-3-05).
- N. The Provider shall work in cooperation and collaboration with the Agency to provide information for each child's Lifebook and will fully comply with the provision of OAC 5101:2-42-67 as applicable to private Providers. Provider's contribution to the Agency Lifebook for a child shall be for the episode of care with the Provider.
- O. The Provider agrees to provide Independent Living Services as set forth in accordance with OAC 5101:2-42-19 for all children age 14 and above.
- P. When applicable, due to the Provider being part of a managed care agreement as defined in OAC 5101:2-1-01, the Provider agrees to visit with the child face-to-face in the foster home, speak privately with the child and to meet with the caregiver at least monthly in accordance with rule OAC 5101:2-42-65 of the Ohio Administrative Code.
- Q. The Provider agrees to maintain its licenses and certifications from any source in good standing. The Provider agrees to report to Agency in writing any change in licensure or certification that negatively impacts such standing immediately if the negative action results in a temporary license, suspension of license or termination of license.
- R. Provider agrees that the reasonable and prudent parent standard training required by SEC. 471. [42 U.S.C. 671] of the Social Security Act and in accordance to OAC 5101:2-5-33, OAC 5101:2-9-02 or OAC 5101:2-9-03 has been

completed.

- S. The Provider shall notify Agency of any changes in its status, such as intent to merge with another business or to close no later than forty-five (45) business days prior to the occurrence.
- T. The Provider agrees that the Agency shall have access to foster parent home studies and re-certifications for foster parents caring for children in placement, subject to confidentiality considerations. The Provider shall submit to Agency a copy of the current foster home license at the time of placement and recertification. Provider also agrees to notify Agency within twenty-four (24) hours of any change in the status of the foster home license.
- U. When there is a rule violation of a caregiver, a copy of the corrective action plan, if applicable, must be submitted to the Agency when the investigation is complete.
- V. The Provider agrees to notify the Agency of scheduling no less than fourteen (14) calendar days prior to all formal meetings (i.e. FTMs, Treatment Team Meetings, IEPs, etc.).
- W. The Provider agrees to adhere to the following Medical/Medication guidelines:
 - 1. To provide over-the-counter medications and/or supplies as part of the per diem of care;
 - 2. To comply with the medical consent process as identified by Agency;
 - 3. Only the Agency can give permission for the administering or change (addition or elimination) of psychotropic medication and its ongoing management; and
 - 4. Provide an initial placement medical screening within 72 hours of child's placement into a placement resource under the Provider's operation and/or oversight.
- X. To arrange for required health care/medical examinations within time frames required by OAC 5101:2-42-66.1 and provide reports from the health care providers to the agency within 30 days of occurrence if the appropriate releases of information have been obtained by the Provider.
- Y. The Network Provider agrees to notify the Agency if placement resource is currently under investigation for license violations or misconduct toward children or other third-party investigation.
- Z. The Provider will immediately notify the Agency:
 - 1. If the Provider is out of compliance with any licensing authority rules or the placement resource is under investigation for license violations or misconduct toward children. Immediately is defined as within one hour of knowledge of the non-compliance issue.
 - 2. Child Abuse/Neglect Hotline or assigned Caseworker of any allegations of abuse or neglect made against the Caregiver within one hour of gaining knowledge of the allegation.
 - 3. Of any corrective action and the result of the correction action plan. The Provider will submit a comprehensive written report to the agency within sixty (60) days of the rules violation.
 - 4. Within twenty-four (24) hours any time there is an event which would impact the placement resource license.

Article VI. AGENCY RESPONSIBILITIES

- A. Agency certifies that it will comply with the Multiethnic Placement Act, 108 STAT. 3518, as amended by Section 1808 of the Small Business Jobs Protection Act of 1996, 110 STAT. 1755, which prohibits any Agency from denying any person the opportunity to become an adoptive or foster parent on the basis of race, color, national origin, or delaying or denying the placement of a child for adoption or into foster care on the basis of race, color, or national origin of the adoptive or foster parent or of the child involved.
- B. The Agency shall provide to the Provider within thirty (30) calendar days of placement or within a reasonable time thereafter as agreed to by the parties, a copy of each child's social history, medical history, and Medicaid card once obtained by the Agency for new cases, or at time of placement for existing cases. Agency shall make best efforts to share information timely regarding participants and contact information involved with planning efforts related to children and families.
- C. Agency agrees to participate in the development of the treatment plan of each child placed with the Provider. The Agency acknowledges that clinical treatment decisions must be recommended by licensed clinical professionals. Agency and Provider acknowledge that disagreement with a treatment decision may be taken through the dispute resolution process contained in Article XIV of this Agreement.
- D. Agency agrees to visit with the child in accordance with rule OAC 5101:2-42-65 of the Ohio Administrative Code.
- E. Agency agrees to participate in periodic meetings with each child's treatment team for case treatment plan development, review, and revision. The Agency agrees to participate in the development of the treatment plan of each child placed with the Provider by the Agency.

- F. Agency certifies that it will comply with Every Student Succeeds Act (34 CFR part 200) and will work with local school districts in developing individualized plans to address the transportation needed for a child to remain in the school of origin. Agency agrees to arrange for the transfer of each child's school records to the child's new school upon placement but not later than ten (10) business days. The Agency agrees to work with the Provider for the timely enrollment of the child in the receiving school district. The Agency has the final responsibility to obtain the child's school records and to enroll the child in the receiving school district.
- G. The Agency shall provide an opportunity for the Provider to give input in the development, substantive amendment or modification of case plans. The Agency agrees to notify the Provider of scheduling no less than seven (7) calendar days prior to of all formal meetings (e.g. SARs, court hearings, family team conferences, etc.).
- H. The Agency shall participate in a Placement Preservation meeting if requested by the Provider prior to issuing a notice of removal of a child. The Agency shall provide a minimum of thirty (30) calendar days' notice for planned removals, to the Provider for each child who is being terminated from placement with the Provider, unless so ordered by a court of competent jurisdiction.
- I. Agency agrees to provide the Provider with an emergency contact on a twenty-four (24) hour, seven (7) day per week basis.
- J. The Agency represents:
 - 1. It has adequate funds to meet its obligations under this Agreement; subject to the availability of funds as referenced in Article VIII (I);
 - 2. It intends to maintain this Agreement for the full period set forth herein and has no reason to believe that it will not have sufficient funds to enable it to make all payments due hereunder during such period; and
 - 3. It will make its best effort to obtain the appropriation of any necessary funds during the term of this Agreement.
- K. The Agency will provide information about the child being referred for placement in accordance with OAC 5101:2-42-90. Prior to a child's placement in alternative care or respite, OAC 5101:2-42-90 (D) requires the Agency to share with care givers information that could impact the health, safety, or well-being of the child or others in the home.

Article VII. INVOICING FOR PLACEMENT SERVICES

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

Article VIII. REIMBURSEMENT FOR PLACEMENT SERVICES

- A. The maximum amount payable pursuant to this contract is **\$100,000.00**.
- B. In accordance with Schedule A of this Agreement, the per diem for maintenance and the per diem for

administration will be paid for each day the child was in placement. The first day of placement will be paid regardless of the time the child was placed. The last day of placement will not be paid regardless of the time the child left the placement.

- C. In accordance with Schedule A of this Agreement and in addition to Maintenance and Administration, the Agency may agree to pay a per diem for Case Management, Other Direct Services, Transportation Administration, Transportation Maintenance, Behavioral Health Care and Other. All other services and/or fees to be paid for shall be contained in the Addendum of this Agreement.
- D. To the extent that the Provider maintains a foster care network, the agreed upon per diem for maintenance shall be the amount paid directly to the foster parent. Maintenance includes the provision of food, clothing, shelter, daily supervision, graduation expenses, a child's personal incidentals, and liability insurance with respect to the child, reasonable cost of travel to the child's home for visitation and reasonable cost of travel for the child to remain in the school the child was enrolled in at the time of placement. Payment for private Agency staff transporting a child to a home visit or keeping the child in their home school will be paid in accordance with Schedule A (Transportation Maintenance) of this Agreement.
- E. If the plan as determined by the Agency is to return the child to placement with the Provider, the Agency may agree to pay for the days that a child is temporarily absent from the direct care of the Provider, as agreed to by the parties in writing.
- F. The service provider is required to utilize Medicaid-approved healthcare providers in the appropriate managed care network for the provision of mental health, dental and/or medical services (hereafter referred to collectively as "medical services") to children in the custody of Agency. The Service Provider will report applicable Medicaid/insurance information to the healthcare providers and instruct healthcare providers to seek payment from Medicaid or any other available third-party payer for medical services rendered to children in agency custody. Agency will not pay for the provision of any medical services to children in agency custody unless the agency Executive Director or authorized designee has provided specific prior written authorization for such medical services and associated costs.
- G. The Agency agrees to pay the Provider for all services agreed to on Schedule A and in the Addendum to this Agreement, where applicable, that have been provided and documented in the child's case file. Agency shall make best efforts to make payment of undisputed charges within thirty (30) business days of receipt.
- H. In the event of a disagreement regarding payment, Agency shall withhold payment only for that portion of the placement with which it disagrees. Agency will use best efforts to notify the Provider of any invoice discrepancies. Agency and Provider will make every effort to resolve payment discrepancies within 60 calendar days. Payment discrepancies brought to the Agency after 60 days will be reviewed on a case by case basis.
- I. This Agreement is conditioned upon the availability of federal, state, or local funds appropriated or allocated for payment for services provided under the terms and conditions of this Agreement. By sole determination of the Agency, if funds are not sufficiently allocated or available for the provision of the services performed by the Provider hereunder, the Agency reserves the right to exercise one of the following alternatives:
 - 1. Reduce the utilization of the services provided under this Agreement, without change to the terms and conditions of the Agreement; or
 - 2. Issue a notice of intent to terminate the Agreement.

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

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

Article IX. TERMINATION; BREACH AND DEFAULT

- A. This Agreement may be terminated for convenience prior to the expiration of the term then in effect by either the Agency or the Provider upon written notification given no less than sixty (60) calendar days in advance by certified mail, return receipt requested, to the last known address of the terminated party shown hereinabove or at such other address as may hereinafter be specified in writing.
- B. If Provider fails to provide the Services as provided in this Agreement for any reason other than Force Majeure, or if Provider otherwise Materially Breaches this Agreement, Agency may consider Provider in default. Agency agrees to give Provider thirty (30) days written notice specifying the nature of the default and its intention to terminate. Provider shall have seven (7) calendar days from receipt of such notice to provide a written plan of action to Agency to cure such default. Agency is required to approve or disapprove such plan within five (5)

calendar days of receipt. In the event Provider fails to submit such plan or Agency disapproves such plan, Agency has the option to immediately terminate this Agreement upon written notice to Provider. If Provider fails to cure the default in accordance with an approved plan, then Agency may terminate this Agreement at the end of the thirty (30) day notice period.

- C. Upon of the effective date of the termination, the Provider agrees that it shall cease work on the terminated activities under this Agreement, take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report as of the date of discharge of the last child describing the status of all work under this Agreement, including without limitation, results accomplished, conclusions resulting therefrom, and such other matters as the Agency may require. The Agency agrees to remove all children in placement immediately with the Provider, consistent with the effective termination date. In all instances of termination, the Provider and Agency agree that they shall work in the best interests of children placed with the Provider to secure alternative placements for all children affected by the termination.
- D. In the event of termination, the Provider shall be entitled to reimbursement, upon submission of an invoice, for the agreed upon per diem incurred prior to the effective termination date. The reimbursement will be calculated by the Agency based on the per diem set forth in Article VIII. The Agency shall receive credit for reimbursement already made when determining the amount owed to the Provider. The Agency is not liable for costs incurred by the Provider after the effective termination date of the discharge of the last child.
- E. Notwithstanding the above, Agency may immediately terminate this Agreement upon delivery of a written notice of termination to the Provider under the following circumstances:
 - 1. Improper or inappropriate activities;
 - 2. Loss of required licenses;
 - 3. Actions, inactions or behaviors that may result in harm, injury or neglect of a child;
 - 4. Unethical business practices or procedures; and
 - 5. Any other event that Agency deems harmful to the well-being of a child; or
 - 6. Loss of funding as set forth in Article VIII.
- F. If the Agreement is terminated by Agency due to breach or default of any of the provisions, obligations, or duties embodied contained therein by the Provider, Agency may exercise any administrative, agreement, equitable, or legal remedies available, without limitation. Any extension of the time periods set forth above shall not be construed as a waiver of any rights or remedies the Agency may have under this Agreement.
- G. In the event of termination under this ARTICLE, both the Provider and the placing Agency shall make good faith efforts to minimize adverse effect on children resulting from the termination of the Agreement.

Article X. RECORDS RETENTION, CONFIDENTIALITY AND DATA SECURITY REQUIREMENTS

- A. The Provider agrees that all records, documents, writings or other information, including, but not limited to, financial records, census records, client records and documentation of legal compliance with Ohio Administrative Code rules, produced by the Provider under this Agreement, and all records, documents, writings or other information, including but not limited to financial, census and client used by the Provider in the performance of this Agreement are treated according to the following terms:
 - 1. All records relating to costs, work performed and supporting documentation for invoices submitted to the Agency by the Provider along with copies of all Deliverables, as defined in Article XXIX, submitted to the Agency pursuant to this Agreement will be retained for a minimum of three (3) years after reimbursement for services rendered under this Agreement.
 - 2. If an audit, litigation, or other action is initiated during the time period of the Agreement, the Provider shall retain such records until the action is concluded and all issues resolved or three (3) years have expired, whichever is later.
 - 3. All records referred to in Section A 1) of this Article shall be available for inspection and audit by the Agency or other relevant agents of the State of Ohio (including, but not limited to, the County Prosecutor, the Ohio Department of Job and Family Services (ODJFS), the Auditor of the State of Ohio, the Inspector General of Ohio, or any duly authorized law enforcement officials), and the United States Department of Health and Human Services within a reasonable period of time.
- B. The Provider agrees to keep all financial records in a manner consistent with Generally Accepted Accounting Principles.
- C. The Provider agrees to comply with all federal and state laws applicable to the Agency and the confidentiality of children and families. Provider understands access to the identities of any Agency's child and families shall only be

as necessary for the purpose of performing its responsibilities under this Agreement. No identifying information on child(ren) served will be released for research or other publication without the express written consent of the Agency. Provider agrees that the use or disclosure of information concerning the child for any purpose not directly related to the administration of this Agreement is prohibited. Provider shall ensure all the children's and families' documentation is protected and maintained in a secure and safe manner.

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

ODJFS
ATTN: Licensing
P.O. Box 183204
Columbus, OH 43218-3204

Article XI. PROVIDER ASSURANCES AND CERTIFICATIONS

- A. As applicable to the Provider's license and/or certification, the Provider certifies compliance with ORC 2151.86, ORC 5103.0328, ORC 5103.0319 and applicable OAC Sections as defined in Article XXII of this Agreement concerning criminal record checks, arrests, convictions and guilty pleas relative to foster caregivers, employees, volunteers and interns who are involved in the care for a child. Provider is responsible for any penalties, financial or otherwise, that may accrue because of noncompliance with this provision.
- B. To the extent that the Provider maintains a residential center or group home, the Provider agrees to comply with the provisions of their licensing Agency that relates to the operation, safety and maintenance of residential facilities. Specifically, Provider agrees that no firearm or other projectile weapon and no ammunition for such weapons will be kept on the premises.
- C. Provider certifies compliance with Drug Free Work Place Requirements as outlined in 45 C.F.R. Part 76, Subpart F.
- D. Provider certifies compliance with 45 C.F.R. Part 80, Non-Discrimination under programs receiving Federal assistance through the Department of Health and Human Services effectuation of Title VI of the Civil Rights Act of 1964.
- E. Provider certifies compliance with 45 C.F.R. Part 84, Non-Discrimination on the Basis of Handicap in Programs or Activities Receiving Federal Assistance.
- F. Provider certifies compliance 45 C.F.R. Part 90, Non-Discrimination on the Basis of Age in Programs or Activities Receiving Federal Assistance.
- G. Provider certifies compliance with the American with Disabilities Act, Public Law 101-336.
- H. Provider certifies that it will:
 - 1. Provide a copy of its license(s), certification, accreditation or a letter extending an expiring license, certification, or accreditation from the issuer to the Agency prior to the signing of the Agreement.
 - 2. Maintain its license(s), certification, accreditation and that upon receipt of the renewal of its license, certification, and/or accreditation or upon receipt of a letter extending an expiring license, certification, and/or accreditation from the issuer, a copy of the license, certification and/or accreditation will be provided to the Agency within five (5) business days.
 - 3. Provider shall immediately notify the Agency of any action, modification or issue relating to said licensure, accreditation or certification.
- I. Provider certifies that it will not deny or delay services to eligible persons because of the person's race, color, religion, national origin, gender, orientation, disability, or age.
- J. The Provider shall comply with Executive Order 11246, entitled Equal Employment Opportunity, as amended by Executive Order 11375, and as supplemented in Department of Labor regulation 41 CFR part 60.
- K. Provider further agrees to comply with OAC 5101:9-2-01 and OAC 5101:9-2-05(A)(4), as applicable, which require that assure that persons with limited English proficiency (LEP) can meaningfully access services. To the extent Provider provides assistance to an LEP Child through the use of an oral or written translator or interpretation services in compliance with this requirement, the LEP Child shall not be required to pay for such assistance.
- L. To the extent applicable, the Provider certifies compliance with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857 (h) Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency Regulations (40 C.F.R. Part 15).
- M. The Provider certifies compliance, where applicable, with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
- N. The Provider certifies that all approvals, licenses, or other qualifications necessary to conduct business in Ohio have been obtained and are current.
- O. Provider shall comply with the Small Business Job Protection Act (Public Law ("P.L.") 104-188), the Multiethnic

Placement Act of 1994 (P.L. 103-382), Titles IV-B (42 U.S.C. 620 et seq.) and IV-E (42 U.S.C. 670 et seq.) of the Social Security Act ("the Act"), the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (P.L. 104-193), Section 471(a) of Title IV-E of the Act (42 U.S.C. 671(a)), and 45 C.F.R. 1356, including all rules, regulations and guidelines issued by federal and state authorities, OAC 5101:9-4-07 and OAC 5101:2-47-23.1.

Article XII. INDEPENDENT CONTRACTOR

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

Article XIII. AUDITS AND OTHER FINANCIAL MATTERS

- A. Provider agrees to submit to Agency a copy of the independent audit it receives in accordance with ORC 5103.0323.
- B. Upon request from the Agency, Provider shall submit a copy of the most recent Federal income tax return and related schedules filed with the Internal Revenue Service (IRS).
- C. If Provider participates in the Title IV-E program, Provider agrees to timely file its Title IV-E cost report with all required items as outlined in OAC 5101:2-47-26.2 to ODJFS. Provider agrees that in the event a cost report cannot be timely filed, an extension shall be requested prior to the December 31st filing deadline.
- D. If a Provider participates in the Title IV-E program, an Agreed Upon Procedures engagement must be conducted by a certified public accountant for the Provider's cost report in accordance with OAC 5101:2-47-26.2. The procedures are conducted to verify the accuracy of costs used to establish reimbursement ceilings for maintenance and administration costs of child in care. Any overpayments or underpayment of federal funds to the Title IV-E Agency due to adjustments of cost report reimbursement ceiling amounts as a result of an audit, shall be resolved in accordance with ORC 5101.11, ORC 5101.14, and OAC 5101:2-47-01.
- E. Upon request from the Agency, the Provider shall submit a copy of the JFS 02911 and Agreed Upon Procedures.
- F. For financial reporting purposes and for Title IV-E cost reporting purposes, Provider agrees to follow the cost principles set forth in the following OAC Sections and publications:
 - 1. OAC 5101:2-47-11: "Reimbursement for Title IV-E foster care maintenance (FCM) costs for children's residential centers (CRC), group homes, maternity homes, residential parenting facilities, private foster homes, and substance use disorder (SUD) residential facilities".
 - 2. OAC 5101:2-47-26.1: "Public child services agencies (PCSA), private child placing agencies (PCPA), private noncustodial agencies (PNA), residential care facilities, substance use disorder (SUD) residential facilities: Title IV-E cost report filing requirements, record retention requirements, and related party disclosure requirements";
 - 3. OAC 5101:2-47-26.2: "Cost Report Agreed Upon Procedures Engagement".
 - 4. JFS 02911 Single Cost Report Instructions.
 - 5. For Private Agencies: 2 CFR part 225, Cost Principles for State, Local and Indian Tribal Government.
 - 6. For Public Agencies: 2 CFR part 230, Cost Principles for Non-Profit Organizations.
 - 7. 2 CFR part 200.501, Audit Requirements.

Article XIV. GRIEVANCE /DISPUTE RESOLUTION PROCESS

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

- 1. The party complaining of a dispute shall provide written notice of the nature of the dispute to the other party to this Agreement. A copy of the notice shall be sent to the Director or designee of the Agency and to the Executive Director or designee of the Provider. Within ten (10) business days of receiving the notice of a dispute, the parties involved in the dispute between the Agency and the Provider shall attempt to resolve the dispute.

2. If the parties are unable to resolve the dispute in (1 business day), the highest official or designee of the Agency shall make the final determination within twenty (20) business days, which will be non-binding.
3. Neither party will be deemed to have waived any other rights or remedies available to them by initiating, participating in or completing this process.

Article XV. AMENDMENTS

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

Article XVI. NOTICE

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

if to Agency, to	Warren County Children Services 416 S East St Lebanon, OH 45036
if to Provider , to	Unified Dwelling, LLC 31 Oxford Ave Dayton, OH 45036

Article XVII. CONSTRUCTION

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

Article XVIII. NO ASSURANCES

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

Article XIX. CONFLICT OF INTEREST

- A. Provider agrees that the Provider, its officers, members and employees currently have no, nor will they acquire any interest, whether personal, professional, direct or indirect, which is incompatible, in conflict with or which would compromise the discharge and fulfillment of Provider's functions, duties and responsibilities hereunder. If the Provider, or any of its officers, members or employees acquire any incompatible, conflicting, or compromising personal or professional interest, the Provider shall immediately disclose, in writing, such interest to the Agency. If any such conflict of interest develops, the Provider agrees that the person with the incompatible, conflicting, or compromising personal or professional interest will not participate in any activities related to this Agreement.
- B. Provider agrees: (1) to refrain from promising or giving to Agency employees anything of value to manifest improper influence upon the employee; (2) to refrain from conflicts of interest; and, (3) to certify that Provider complies with

ORC 102.03, ORC 102.04, ORC 2921.42, ORC 2921.43.

- C. The Provider further agrees that there is no financial interest involved on the part of the Agency or the respective county authority(ies) governing the agency. The Provider has no knowledge of any situation which would be a conflict of interest. It is understood that a conflict of interest occurs when an Agency employee or county official will gain financially or receive personal favors as a result of signing or implementation of this agreement. The Provider will report the discovery of any potential conflict of interest to the Agency. Should a conflict of interest be discovered during the term of this agreement, the Agency may exercise any right under the agreement, including termination of the agreement.

Article XX. INSURANCE

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

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

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

1. Additional insured endorsement;
2. Product liability;
3. Blanket contractual liability;
4. Broad form property damage;
5. Severability of interests;
6. Personal injury; and
7. Joint venture as named insured (if applicable).

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

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

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

General Liability, Business Auto Liability and Umbrella/Excess Liability when added together.

E. Workers' Compensation insurance at the statutory limits required by Ohio Revised code.

F. The Provider further agrees with the following provisions:

1. All policies, except workers' compensation and professional liability, will endorse as additional insured the Board of County Commissioners, and Agency and their respective officials, employees, agents, and volunteers, including their Board of Trustees if applicable. The additional insured endorsement shall be on an ACORD or ISO form.
2. The insurance endorsement forms and the certificate of insurance forms will be sent to the Agency Director or Designee. The forms must state the following: "Board of County Commissioners, and Agency and their respective officials, employees, agents, and volunteers are endorsed as additional insured as required by agreement on the commercial general, business auto and umbrella/excess liability policies."
3. Each policy required by this clause shall be endorsed to state that coverage shall not be canceled or materially changed except after thirty (30) calendar days prior written notice given to the Agency Director or Designee.
4. Provider shall furnish the Agency with original certificates and amendatory endorsements effecting coverage required by this clause. All certificates and endorsements are to be received by the Agency before the Agreement commences. The Agency reserves the right at any time to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.
5. Failure of the Agency to demand such certificate or other evidence of full compliance with these insurance requirements or failure of the Agency to identify a deficiency from evidence provided shall not be construed as a waiver of Provider's obligation to maintain such insurance.
6. Provider shall declare any self-insured retention to the Agency pertaining to liability insurance. Provider shall provide a financial guarantee satisfactory to the Agency guaranteeing payment of losses and related investigations, claims administration and defense expenses for any self-insured retention.
7. If Provider provides insurance coverage under a "claims-made" basis, Provider shall provide evidence of either of the following for each type of insurance which is provided on a claims-made basis: unlimited extended reporting period coverage, which allows for an unlimited period of time to report claims from incidents that occurred after the policy's retroactive date and before the end of the policy period (tail coverage), or; continuous coverage from the original retroactive date of coverage. The original retroactive date of coverage means original effective date of the first claim-made policy issued for a similar coverage while Provider was under Agreement with the County on behalf of the Agency.
8. Provider will require all insurance policies in any way related to the work and secured and maintained by Provider to include endorsements stating each underwriter will waive all rights of recovery, under subrogation or otherwise, against the County and the Agency. Provider will require of subcontractors, by appropriate written agreements, similar waivers each in favor of all parties enumerated in this section.
9. Provider, the County, and the Agency agree to fully cooperate, participate, and comply with all reasonable requirements and recommendations of the insurers and insurance brokers issuing or arranging for issuance of the policies required here, in all areas of safety, insurance program administration, claim reporting and investigating and audit procedures.
10. Provider's insurance coverage shall be primary insurance with respect to the County, the Agency, their respective officials, employees, agents, and volunteers. Any insurance maintained by the County or the Agency shall be excess of Provider's insurance and shall not contribute to it.
11. If any of the work or Services contemplated by this Agreement is subcontractors, Provider will ensure that any subcontractors comply with all insurance requirements contained herein.
12. If the Agreement provider is a government entity, insurance requirements will be fulfilled under the County Risk Sharing Authority (CORSA).

Article XXI. INDEMNIFICATION & HOLD HARMLESS

- A. To the fullest extent permitted by, and in compliance with, applicable law, Provider agrees to protect, defend, indemnify and hold harmless the Agency and the Board of County Commissioners, their respective members, officials, employees, agents, and volunteers (the "Indemnified Parties") from and against all damages, liability, losses, claims, suits, actions, administrative proceedings, regulatory proceedings/hearings, judgments and expenses, subrogation (of any party involved in the subject of this Agreement), attorneys' fees, court costs, defense costs or other injury or damage (collectively "Damages"), whether actual, alleged or threatened, resulting from injury or damages of any kind whatsoever to any business, entity or person (including death), or damage to property (including destruction, loss of, loss of use of resulting without injury damage or destruction) of whatsoever nature, arising out of or incident to in any way, the performance of the terms of this Agreement

including, without limitation, by Provider, its subcontractor(s), Provider's or its subcontractor(s) employees, agents, assigns, and those designated by Provider to perform the work or services encompassed by the Agreement. Provider agrees to pay all damages, costs and expenses of the Indemnified Parties in defending any action arising out of the aforementioned acts or omissions.

- B. Each Party agrees to be responsible for any personal injury or property damage caused solely by its negligent acts or omissions as determined by a court of competent jurisdiction, or as the parties may otherwise mutually agree in writing.
- C. This Article is not applicable to Agreements between governmental entities.

Article XXII. SCREENING AND SELECTION

A. Criminal Record Check

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

B. Transportation of Child

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

C. Rehabilitation

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

D. Verification of Job or Volunteer Application:

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

Article XXIII. PROHIBITION OF CORPORAL & DEGRADING PUNISHMENT

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

Article XXIV. FINDINGS FOR RECOVERY

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

Article XXV. PUBLIC RECORDS

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

Article XXVI. CHILD SUPPORT ENFORCEMENT

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

Article XXVII. DECLARATION OF PROPERTY TAX DELINQUENCY

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

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

Article XXVIII. SUBCONTRACTING AND DELEGATION

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

Article XXIX. PROPERTY OF AGENCY

The Deliverable(s) and any item(s) provided or produced pursuant to this Agreement (collectively called "Deliverables") will be considered "works made for hire" within the meaning of copyright laws of the United States of America and the

State of Ohio. The Agency is the sole author of the Deliverables and the sole owner of all rights therein. If any portion of the Deliverables are deemed not to be a "work made for hire", or if there are any rights in the Deliverables not so conveyed to the Agency, then Provider agrees to, and by executing this Agreement hereby does, assign to the Agency all worldwide rights, title, and interest in and to the Deliverables. The Agency acknowledges that its sole ownership of the Deliverables under this Agreement does not affect Provider's right to use general concepts, algorithms, programming techniques, methodologies, or technology that have been developed by Provider prior to this Agreement or that are generally known and available. Any Deliverable provided or produced by Provider under this Agreement or with funds hereunder, including any documents, data, photographs and negatives, electronic reports/records, or other media, are the property of the Agency, which has an unrestricted right to reproduce, distribute, modify, maintain, and use the Deliverables. Provider shall not obtain copyright, patent, or other proprietary protection for the Deliverables. Provider shall not include in any Deliverable any copyrighted material, unless the copyright owner gives prior written approval for the Agency and Provider to use such copyrighted material. Provider agrees that all Deliverables will be made freely available to the general public unless the Agency determines that, pursuant to state or federal law, such materials are confidential or otherwise exempt from disclosure.

Article XXX. SEVERABILITY

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

Article XXXI. NO ADDITIONAL WAIVER IMPLIED

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

Article XXXII. COUNTERPARTS

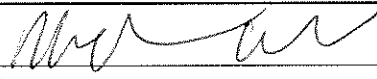

This Agreement may be executed as an original document only, or simultaneously in two or more counterparts, each of which shall be deemed an original, and each of these counterparts shall constitute one and the same instrument. It shall not be necessary in making proof of this Contract to produce or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

Article XXXIII. APPLICABLE LAW AND VENUE

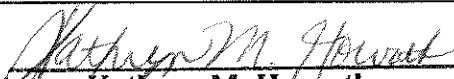
This Agreement and any modifications, amendments, or alterations, shall be governed, construed, and enforced under the laws of Ohio. Any legal action brought pursuant to this agreement will be filed in the Ohio courts, and Ohio law as well as Federal law will apply.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of the signature of the parties.

SIGNATURES OF PARTIES:

Provider:		Unified Dwelling LLC	3/2/2021
Printed Name			Date
		Unified Dwelling, LLC	
Agency:			
Printed Name			Date
		Warren County Children Services	3/17/2021

APPROVED AS TO FORM


Kathryn M. Horvath
 Asst. Prosecuting Attorney

Ohio Department of Job and Family Services
**AGREEMENT FOR TITLE IV-E AGENCIES AND PROVIDERS FOR THE PROVISION
OF
CHILD PLACEMENT**

ADDENDA TO AGREEMENT

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

This Agreement is between

a Title IV-E Agency, hereinafter "Agency," whose address is

hereinafter "Provider," whose address is:

IV-E Agency Name Warren County Children Services		
Street/Mailing Address 416 S East St		
City Lebanon	State OH	Zip Code 45036

and

Provider Unified Dwelling, LLC		
Street/Mailing Address 31 Oxford Ave		
City Dayton	State OH	Zip Code 45402

Contract ID : 19239513

Originally Dated :02/01/2021 to 05/31/2022

Ohio Department of Job and Family Services
**AGREEMENT FOR TITLE IV-E AGENCIES AND PROVIDERS FOR
THE PROVISION
OF
CHILD PLACEMENT**

Amendment Number 1 :

Amendment Reason:

OTHER

Amendment Begin Date:

02/01/2021

Amendment End Date :

05/31/2022

Increased Amount:

\$0.00

Article Name:

Article I. Scope of Placement Services

Amendment Reason Narrative:

Addendum #1 attached. See Addendum #1 for details.

Title IV-E Schedule A Rate Information

Title IV-E Schedule A Rate Information
 Agency : Warren County Children Services
 Run Date: 02/24/2021
 Provider / ID : Unified Dwelling, LLC/ 17528827
 Contract Period : 02/01/2021 - 05/31/2022

Service Description	Service ID	Person ID	Maintenance Per Diem	Administration Per Diem	Case Management Per Diem	Transportation / Administration Per Diem	Transportation / Maintenance Per Diem	Other Direct Services Per Diem	Behavioral Healthcare Per Diem	Other Per Diem Cost	Total Per Diem	Cost Begin Date	Cost End Date
Unified Dwelling 1 (20873)	6625665		\$275.00	\$29.00							\$304.00	02/01/2021	05/31/2022
Unified Dwelling 2 (20911)	7617613		\$275.00	\$29.00							\$304.00	02/01/2021	05/31/2022
Unified Dwelling 3 (20946)	7641313		\$275.00	\$29.00							\$304.00	02/01/2021	05/31/2022
Unified Dwelling 4 (20947)	7641363		\$275.00	\$29.00							\$304.00	02/01/2021	05/31/2022

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

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

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

AMENDMENT #1:

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

AMENDMENT #2:

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

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

AMENDMENT #3:

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

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

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

AMENDMENT #4:

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

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

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

IN WITNESS WHEREOF, the parties hereto have executed this Addendum to the Agreement by the President of the Warren County Board of Commissioners, pursuant to Resolution Number

21-0423, dated 3/23/21, and by the duly authorized
of _____ [Provider].

SIGNATURES OF PARTIES:

President
Warren County Board of Commissioners

Date 3/23/21

Unifed Dwelling ccc - michelle
Provider walton

Date 3/2/2021

Reviewed by:

Director
Warren County Children's Services

Approved as to Form:

Kathryn M. Horvath
Assistant Prosecuting Attorney

AFFIDAVIT OF NON COLLUSION

STATE OF Ohio
COUNTY OF Butler

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

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

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

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

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

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

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

[Signature]
AFFIANT

Subscribed and sworn to before me this 5th day of March 20 21

[Signature]
(Notary Public),

Butler County.



NISREEN FARAH
Notary Public, State of Ohio
My Comm. Expires 08/03/2021

My commission expires 08, 03 20 21

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

**Mike DeWine
Governor**

This is to Certify that

**Unified Dwelling, LLC
31 Oxford Ave
Dayton, Ohio 45402-6147
Amendment - S-0000003056**

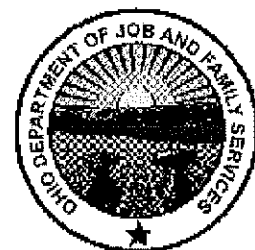
Has been inspected pursuant to Chapter 5103, of the Ohio Revised Code and applicable Ohio Administrative Code rules.

The specific functions which the agency is certified to perform are listed below and explained in detail in the accompanying letter.

Functions:

To operate or provide Independent Living arrangements.
To operate a Group Home(s) (GH).

This certificate is effective from January 29, 2021 to January 12, 2022



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

Resolution

Number 21-0404

Adopted Date March 23, 2021

APPROVE AGREEMENT AND ADDENDUM WITH CHOICES INDEPENDENT LIVING AS A CHILD PLACEMENT AND RELATED SERVICE PROVIDER FOR THE WARREN COUNTY BOARD OF COUNTY COMMISSIONERS ON BEHALF OF WARREN COUNTY CHILDREN SERVICES

BE IT RESOLVED, to approve and authorize the Warren County Board of Commissioners to enter into the agreement and addendum with Choices Independent Living, on behalf of Warren County Children Services, for calendar year 2020-2021, for the services of a child placement and related services provider. Copy of 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 23rd day of March 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

jc/

cc: c/a— Choices Independent Living
Children Services (file)

Ohio Department of Job and Family Services

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

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

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

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

and Choices Independent Living, hereinafter "Provider," whose address is:

Choices Independent Living

, OH 45036

Collectively the "Parties."

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RECITALS

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

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

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

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

Article I. SCOPE OF PLACEMENT SERVICES

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

Section 1.01 FOR AGREEMENTS COMPETITIVELY PROCURED

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

Section 1.02 FOR AGREEMENTS NOT COMPETITIVELY PROCURED

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

Section 1.03 EXHIBITS

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

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

Article II. TERM OF AGREEMENT

This Agreement is in effect from **02/01/2021** through **05/31/2022**, unless this Agreement is suspended or terminated pursuant to Article IX prior to the termination date.

In addition to the initial term described above, this Agreement may be extended at the option of the Agency and upon written agreement of the Provider. Notice of Agency's intention to extend the Agreement shall be provided in writing to Provider no less than 90 calendar days before the expiration of any Agreement term then in effect. (If a previous Request for Proposal [RFP] allows, the Agreement may be extended for a period of time to ensure adequate completion of the Agency's competitive procurement process at the rates existing for the term then in effect.)

Article III. ORDER OF PRECEDENCE

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

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

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

Article IV. DEFINITIONS GOVERNING THIS AGREEMENT

The following definitions govern this Agreement:

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

Article V. PROVIDER RESPONSIBILITIES

- A. Provider agrees to participate with Agency in the development and implementation of the Case Plan and ICCA including participation in case reviews and / or semi-annual administrative reviews, and the completion of reunification assessments for the children in placement with the Provider. Parties shall make best efforts to share information timely regarding participants and contact information involved with planning efforts related to children and families.
- B. Provider agrees to provide services agreed to in the Case Plan and ICCA (i.e., transportation of children for routine services, including, but not limited to, court hearings, medical appointments, school therapy, recreational activities, visitations/family visits) unless otherwise negotiated in writing as an attachment to this Agreement. Any disputes involving services or placement will be resolved through mutual-agreement and modification to the ICCA. Provider agrees the Agency is the final authority in the process. The cost of providing these services is to be included in the Agency approved per diem.
- C. Provider agrees to ensure that any and all persons who may act as alternative caregivers or who have contact with the children are suitable for interaction pursuant to all applicable federal, state and local laws and regulations.
- D. Provider agrees that all caregivers must be approved by the Agency.
- E. Provider agrees to submit a progress report as negotiated by the parties for each child. The progress report will be based on the agreed upon services to be delivered to the child and/or family and will include documentation of services provided to the child and/or discharge summary. If Monthly Progress Reports are not received within 90 calendar days following the month of service provision, payment may be withheld at the Agency's discretion.
 - 1. Monthly Progress Reports shall be submitted by the 20th of the month following the month of service.
 - 2. The Monthly Progress Report will include the following medical related information:
 - a. Service type (i.e. medical, dental, vision, etc.);
 - b. Date(s) of service;
 - c. Reason for visit (i.e. routine, injury, etc.);
 - d. Practitioner name, address and contact number;
 - e. Name of hospital, practice, urgent care, etc.;
 - f. Prescribed medications and dosages;
 - g. Date(s) medication(s) were prescribed or changed; and
 - h. Changes to medications.
- F. Placement changes, emergency or non-emergency, shall occur only with the approval of the Agency. The following information shall be provided to the Agency for all placement changes: Name, address and phone number of the new foster home or other out-of-home care setting, the license/home study of the new care provider within 24 hours, excluding weekends and holidays.
- G. Provider agrees to notify all Agencies who have children placed in the same caregiver's home/group home/CRC when any child residing in the placement is critically injured or dies in that location. Notification will be made to the Agencies' Child Abuse/Neglect Hotline number or assigned Caseworker immediately.
- H. Notification to the Agency of Emergency Critical Incidents shall occur ASAP but no later than one hour of the Incident becoming known. Notification will be made to the Agency via the Agency's Child Abuse/Neglect Hotline or

assigned Caseworker or by other established system. Critical incidents are those incidents defined in the Ohio Administrative Code that are applicable to the licensed or certified programs(ODJFS 5101:2-7-14, 5101:2-9-23 ODMHAS 5122-30-16, 5122-26-13, OAC 5123-17-02).

Emergency situations include but are not limited to the following:

1. Absent Without Leave (AWOL);
 2. Child Alleging Physical or Sexual Abuse/Neglect;
 3. Death of Child;
 4. Illicit drug/alcohol use, Abuse of medication or toxic substance;
 5. Sudden injury or illness requiring an unplanned medical treatment or visit to the hospital;
 6. Perpetrator of Delinquent/Criminal Act (Assault, Dangerous Behaviors, Homicidal Behaviors);
 7. School Expulsion/Suspension (formal action by school);
 8. Self-Injury (Suicidal Behaviors, Self-Harm Requiring external Medical Treatment, Hospital or ER);
 9. Victim of assault, neglect, physical or sexual abuse;
 10. The filing of any law enforcement report involving the child.
- I. The Provider also agrees to notify the Agency within Twenty-four (24) hours, of any non-emergency situations. Non-emergency situations include but are not limited to the following:
1. When physical restraint is used/applied; and
 2. Medication lapses or errors.
- Notification will be made to the Agency via the Agency's Child Abuse\Neglect Hotline/assigned Caseworker or by other established notification system.
- J. Documentation of the emergency and non-emergency incidents as identified in "H and I" above shall be provided to the Agency via email, fax or other established notification system within 24 hours excluding weekends and holidays.
- K. The Provider agrees to submit each child's assessment and treatment plans as completed but no later than the 30th day of placement. Provider further agrees to provide treatment planning that will include, but is not limited to, education on or off site, preparation for integration into community-based school or vocational/job skills training, community service activities, independent living skills if age 14 or older, monitoring and supporting community adjustment.
- L. The Provider agrees to participate in joint planning with the Agency regarding modification to case plan services. Provider agrees that while the Provider may have input into the development of the child's case plan services and the ICCA, any disputes involving services or placement will be resolved through mutual agreement and modification to the ICCA. Provider agrees the Agency is the final authority in the process.
- M. The Provider shall participate in a Placement Preservation meeting if requested by the Agency prior to issuing a notice of removal of a child. A placement Preservation meeting shall be held within seven (7) business days of said request. Unless otherwise mutually agreed upon a minimum of thirty (30) calendar days' notice shall be given if placement preservation is unable to be achieved. A Discharge Plan Summary shall be provided no later than fifteen (15) calendar days after the date of discharge in accordance with the applicable licensed or certified program. (OAC 5101:2-5-17, OAC 5122-30-22, OAC 5122-30-04, OAC 5123:2-3-05).
- N. The Provider shall work in cooperation and collaboration with the Agency to provide information for each child's Lifebook and will fully comply with the provision of OAC 5101:2-42-67 as applicable to private Providers. Provider's contribution to the Agency Lifebook for a child shall be for the episode of care with the Provider.
- O. The Provider agrees to provide Independent Living Services as set forth in accordance with OAC 5101:2-42-19 for all children age 14 and above.
- P. When applicable, due to the Provider being part of a managed care agreement as defined in OAC 5101:2-1-01, the Provider agrees to visit with the child face-to-face in the foster home, speak privately with the child and to meet with the caregiver at least monthly in accordance with rule OAC 5101:2-42-65 of the Ohio Administrative Code.
- Q. The Provider agrees to maintain its licenses and certifications from any source in good standing. The Provider agrees to report to Agency in writing any change in licensure or certification that negatively impacts such standing immediately if the negative action results in a temporary license, suspension of license or termination of license.
- R. Provider agrees that the reasonable and prudent parent standard training required by SEC. 471. [42 U.S.C. 671] of the Social Security Act and in accordance to OAC 5101:2-5-33, OAC 5101:2-9-02 or OAC 5101:2-9-03 has been

completed.

- S. The Provider shall notify Agency of any changes in its status, such as intent to merge with another business or to close no later than forty-five (45) business days prior to the occurrence.
- T. The Provider agrees that the Agency shall have access to foster parent home studies and re-certifications for foster parents caring for children in placement, subject to confidentiality considerations. The Provider shall submit to Agency a copy of the current foster home license at the time of placement and recertification. Provider also agrees to notify Agency within twenty-four (24) hours of any change in the status of the foster home license.
- U. When there is a rule violation of a caregiver, a copy of the corrective action plan, if applicable, must be submitted to the Agency when the investigation is complete.
- V. The Provider agrees to notify the Agency of scheduling no less than fourteen (14) calendar days prior to all formal meetings (i.e. FTMs, Treatment Team Meetings, IEPs, etc.).
- W. The Provider agrees to adhere to the following Medical/Medication guidelines:
 - 1. To provide over-the-counter medications and/or supplies as part of the per diem of care;
 - 2. To comply with the medical consent process as identified by Agency;
 - 3. Only the Agency can give permission for the administering or change (addition or elimination) of psychotropic medication and its ongoing management; and
 - 4. Provide an initial placement medical screening within 72 hours of child's placement into a placement resource under the Provider's operation and/or oversight.
- X. To arrange for required health care/medical examinations within time frames required by OAC 5101:2-42-66.1 and provide reports from the health care providers to the agency within 30 days of occurrence if the appropriate releases of information have been obtained by the Provider.
- Y. The Network Provider agrees to notify the Agency if placement resource is currently under investigation for license violations or misconduct toward children or other third-party investigation.
- Z. The Provider will immediately notify the Agency:
 - 1. If the Provider is out of compliance with any licensing authority rules or the placement resource is under investigation for license violations or misconduct toward children. Immediately is defined as within one hour of knowledge of the non-compliance issue.
 - 2. Child Abuse/Neglect Hotline or assigned Caseworker of any allegations of abuse or neglect made against the Caregiver within one hour of gaining knowledge of the allegation.
 - 3. Of any corrective action and the result of the correction action plan. The Provider will submit a comprehensive written report to the agency within sixty (60) days of the rules violation.
 - 4. Within twenty-four (24) hours any time there is an event which would impact the placement resource license.

Article VI. AGENCY RESPONSIBILITIES

- A. Agency certifies that it will comply with the Multiethnic Placement Act, 108 STAT. 3518, as amended by Section 1808 of the Small Business Jobs Protection Act of 1996, 110 STAT. 1755, which prohibits any Agency from denying any person the opportunity to become an adoptive or foster parent on the basis of race, color, national origin, or delaying or denying the placement of a child for adoption or into foster care on the basis of race, color, or national origin of the adoptive or foster parent or of the child involved.
- B. The Agency shall provide to the Provider within thirty (30) calendar days of placement or within a reasonable time thereafter as agreed to by the parties, a copy of each child's social history, medical history, and Medicaid card once obtained by the Agency for new cases, or at time of placement for existing cases. Agency shall make best efforts to share information timely regarding participants and contact information involved with planning efforts related to children and families.
- C. Agency agrees to participate in the development of the treatment plan of each child placed with the Provider. The Agency acknowledges that clinical treatment decisions must be recommended by licensed clinical professionals. Agency and Provider acknowledge that disagreement with a treatment decision may be taken through the dispute resolution process contained in Article XIV of this Agreement.
- D. Agency agrees to visit with the child in accordance with rule OAC 5101:2-42-65 of the Ohio Administrative Code.
- E. Agency agrees to participate in periodic meetings with each child's treatment team for case treatment plan development, review, and revision. The Agency agrees to participate in the development of the treatment plan of each child placed with the Provider by the Agency.

- F. Agency certifies that it will comply with Every Student Succeeds Act (34 CFR part 200) and will work with local school districts in developing individualized plans to address the transportation needed for a child to remain in the school of origin. Agency agrees to arrange for the transfer of each child's school records to the child's new school upon placement but not later than ten (10) business days. The Agency agrees to work with the Provider for the timely enrollment of the child in the receiving school district. The Agency has the final responsibility to obtain the child's school records and to enroll the child in the receiving school district.
- G. The Agency shall provide an opportunity for the Provider to give input in the development, substantive amendment or modification of case plans. The Agency agrees to notify the Provider of scheduling no less than seven (7) calendar days prior to of all formal meetings (e.g. SARs, court hearings, family team conferences, etc.).
- H. The Agency shall participate in a Placement Preservation meeting if requested by the Provider prior to issuing a notice of removal of a child. The Agency shall provide a minimum of thirty (30) calendar days' notice for planned removals, to the Provider for each child who is being terminated from placement with the Provider, unless so ordered by a court of competent jurisdiction.
- I. Agency agrees to provide the Provider with an emergency contact on a twenty-four (24) hour, seven (7) day per week basis.
- J. The Agency represents:
 - 1. It has adequate funds to meet its obligations under this Agreement; subject to the availability of funds as referenced in Article VIII (I);
 - 2. It intends to maintain this Agreement for the full period set forth herein and has no reason to believe that it will not have sufficient funds to enable it to make all payments due hereunder during such period; and
 - 3. It will make its best effort to obtain the appropriation of any necessary funds during the term of this Agreement.
- K. The Agency will provide information about the child being referred for placement in accordance with OAC 5101:2-42-90. Prior to a child's placement in alternative care or respite, OAC 5101:2-42-90 (D) requires the Agency to share with care givers information that could impact the health, safety, or well-being of the child or others in the home.

Article VII. INVOICING FOR PLACEMENT SERVICES

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

Article VIII. REIMBURSEMENT FOR PLACEMENT SERVICES

- A. The maximum amount payable pursuant to this contract is **\$100,000.00**.
- B. In accordance with Schedule A of this Agreement, the per diem for maintenance and the per diem for

administration will be paid for each day the child was in placement. The first day of placement will be paid regardless of the time the child was placed. The last day of placement will not be paid regardless of the time the child left the placement.

- C. In accordance with Schedule A of this Agreement and in addition to Maintenance and Administration, the Agency may agree to pay a per diem for Case Management, Other Direct Services, Transportation Administration, Transportation Maintenance, Behavioral Health Care and Other. All other services and/or fees to be paid for shall be contained in the Addendum of this Agreement.
- D. To the extent that the Provider maintains a foster care network, the agreed upon per diem for maintenance shall be the amount paid directly to the foster parent. Maintenance includes the provision of food, clothing, shelter, daily supervision, graduation expenses, a child's personal incidentals, and liability insurance with respect to the child, reasonable cost of travel to the child's home for visitation and reasonable cost of travel for the child to remain in the school the child was enrolled in at the time of placement. Payment for private Agency staff transporting a child to a home visit or keeping the child in their home school will be paid in accordance with Schedule A (Transportation Maintenance) of this Agreement.
- E. If the plan as determined by the Agency is to return the child to placement with the Provider, the Agency may agree to pay for the days that a child is temporarily absent from the direct care of the Provider, as agreed to by the parties in writing.
- F. The service provider is required to utilize Medicaid-approved healthcare providers in the appropriate managed care network for the provision of mental health, dental and/or medical services (hereafter referred to collectively as "medical services") to children in the custody of Agency. The Service Provider will report applicable Medicaid/insurance information to the healthcare providers and instruct healthcare providers to seek payment from Medicaid or any other available third-party payer for medical services rendered to children in agency custody. Agency will not pay for the provision of any medical services to children in agency custody unless the agency Executive Director or authorized designee has provided specific prior written authorization for such medical services and associated costs.
- G. The Agency agrees to pay the Provider for all services agreed to on Schedule A and in the Addendum to this Agreement, where applicable, that have been provided and documented in the child's case file. Agency shall make best efforts to make payment of undisputed charges within thirty (30) business days of receipt.
- H. In the event of a disagreement regarding payment, Agency shall withhold payment only for that portion of the placement with which it disagrees. Agency will use best efforts to notify the Provider of any invoice discrepancies. Agency and Provider will make every effort to resolve payment discrepancies within 60 calendar days. Payment discrepancies brought to the Agency after 60 days will be reviewed on a case by case basis.
- I. This Agreement is conditioned upon the availability of federal, state, or local funds appropriated or allocated for payment for services provided under the terms and conditions of this Agreement. By sole determination of the Agency, if funds are not sufficiently allocated or available for the provision of the services performed by the Provider hereunder, the Agency reserves the right to exercise one of the following alternatives:
 - 1. Reduce the utilization of the services provided under this Agreement, without change to the terms and conditions of the Agreement; or
 - 2. Issue a notice of intent to terminate the Agreement.

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

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

Article IX. TERMINATION; BREACH AND DEFAULT

- A. This Agreement may be terminated for convenience prior to the expiration of the term then in effect by either the Agency or the Provider upon written notification given no less than sixty (60) calendar days in advance by certified mail, return receipt requested, to the last known address of the terminated party shown hereinabove or at such other address as may hereinafter be specified in writing.
- B. If Provider fails to provide the Services as provided in this Agreement for any reason other than Force Majeure, or if Provider otherwise Materially Breaches this Agreement, Agency may consider Provider in default. Agency agrees to give Provider thirty (30) days written notice specifying the nature of the default and its intention to terminate. Provider shall have seven (7) calendar days from receipt of such notice to provide a written plan of action to Agency to cure such default. Agency is required to approve or disapprove such plan within five (5)

calendar days of receipt. In the event Provider fails to submit such plan or Agency disapproves such plan, Agency has the option to immediately terminate this Agreement upon written notice to Provider. If Provider fails to cure the default in accordance with an approved plan, then Agency may terminate this Agreement at the end of the thirty (30) day notice period.

- C. Upon of the effective date of the termination, the Provider agrees that it shall cease work on the terminated activities under this Agreement, take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report as of the date of discharge of the last child describing the status of all work under this Agreement, including without limitation, results accomplished, conclusions resulting therefrom, and such other matters as the Agency may require. The Agency agrees to remove all children in placement immediately with the Provider, consistent with the effective termination date. In all instances of termination, the Provider and Agency agree that they shall work in the best interests of children placed with the Provider to secure alternative placements for all children affected by the termination.
- D. In the event of termination, the Provider shall be entitled to reimbursement, upon submission of an invoice, for the agreed upon per diem incurred prior to the effective termination date. The reimbursement will be calculated by the Agency based on the per diem set forth in Article VIII. The Agency shall receive credit for reimbursement already made when determining the amount owed to the Provider. The Agency is not liable for costs incurred by the Provider after the effective termination date of the discharge of the last child.
- E. Notwithstanding the above, Agency may immediately terminate this Agreement upon delivery of a written notice of termination to the Provider under the following circumstances:
 - 1. Improper or inappropriate activities;
 - 2. Loss of required licenses;
 - 3. Actions, inactions or behaviors that may result in harm, injury or neglect of a child;
 - 4. Unethical business practices or procedures; and
 - 5. Any other event that Agency deems harmful to the well-being of a child; or
 - 6. Loss of funding as set forth in Article VIII.
- F. If the Agreement is terminated by Agency due to breach or default of any of the provisions, obligations, or duties embodied contained therein by the Provider, Agency may exercise any administrative, agreement, equitable, or legal remedies available, without limitation. Any extension of the time periods set forth above shall not be construed as a waiver of any rights or remedies the Agency may have under this Agreement.
- G. In the event of termination under this ARTICLE, both the Provider and the placing Agency shall make good faith efforts to minimize adverse effect on children resulting from the termination of the Agreement.

Article X. RECORDS RETENTION, CONFIDENTIALITY AND DATA SECURITY REQUIREMENTS

- A. The Provider agrees that all records, documents, writings or other information, including, but not limited to, financial records, census records, client records and documentation of legal compliance with Ohio Administrative Code rules, produced by the Provider under this Agreement, and all records, documents, writings or other information, including but not limited to financial, census and client used by the Provider in the performance of this Agreement are treated according to the following terms:
 - 1. All records relating to costs, work performed and supporting documentation for invoices submitted to the Agency by the Provider along with copies of all Deliverables, as defined in Article XXIX, submitted to the Agency pursuant to this Agreement will be retained for a minimum of three (3) years after reimbursement for services rendered under this Agreement.
 - 2. If an audit, litigation, or other action is initiated during the time period of the Agreement, the Provider shall retain such records until the action is concluded and all issues resolved or three (3) years have expired, whichever is later.
 - 3. All records referred to in Section A 1) of this Article shall be available for inspection and audit by the Agency or other relevant agents of the State of Ohio (including, but not limited to, the County Prosecutor, the Ohio Department of Job and Family Services (ODJFS), the Auditor of the State of Ohio, the Inspector General of Ohio, or any duly authorized law enforcement officials), and the United States Department of Health and Human Services within a reasonable period of time.
- B. The Provider agrees to keep all financial records in a manner consistent with Generally Accepted Accounting Principles.
- C. The Provider agrees to comply with all federal and state laws applicable to the Agency and the confidentiality of children and families. Provider understands access to the identities of any Agency's child and families shall only be

as necessary for the purpose of performing its responsibilities under this Agreement. No identifying information on child(ren) served will be released for research or other publication without the express written consent of the Agency. Provider agrees that the use or disclosure of information concerning the child for any purpose not directly related to the administration of this Agreement is prohibited. Provider shall ensure all the children's and families' documentation is protected and maintained in a secure and safe manner.

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

ODJFS
ATTN: Licensing
P.O. Box 183204
Columbus, OH 43218-3204

Article XI. PROVIDER ASSURANCES AND CERTIFICATIONS

- A. As applicable to the Provider's license and/or certification, the Provider certifies compliance with ORC 2151.86, ORC 5103.0328, ORC 5103.0319 and applicable OAC Sections as defined in Article XXII of this Agreement concerning criminal record checks, arrests, convictions and guilty pleas relative to foster caregivers, employees, volunteers and interns who are involved in the care for a child. Provider is responsible for any penalties, financial or otherwise, that may accrue because of noncompliance with this provision.
- B. To the extent that the Provider maintains a residential center or group home, the Provider agrees to comply with the provisions of their licensing Agency that relates to the operation, safety and maintenance of residential facilities. Specifically, Provider agrees that no firearm or other projectile weapon and no ammunition for such weapons will be kept on the premises.
- C. Provider certifies compliance with Drug Free Work Place Requirements as outlined in 45 C.F.R. Part 76, Subpart F.
- D. Provider certifies compliance with 45 C.F.R. Part 80, Non-Discrimination under programs receiving Federal assistance through the Department of Health and Human Services effectuation of Title VI of the Civil Rights Act of 1964.
- E. Provider certifies compliance with 45 C.F.R. Part 84, Non-Discrimination on the Basis of Handicap in Programs or Activities Receiving Federal Assistance.
- F. Provider certifies compliance 45 C.F.R. Part 90, Non-Discrimination on the Basis of Age in Programs or Activities Receiving Federal Assistance.
- G. Provider certifies compliance with the American with Disabilities Act, Public Law 101-336.
- H. Provider certifies that it will:
 - 1. Provide a copy of its license(s), certification, accreditation or a letter extending an expiring license, certification, or accreditation from the issuer to the Agency prior to the signing of the Agreement.
 - 2. Maintain its license(s), certification, accreditation and that upon receipt of the renewal of its license, certification, and/or accreditation or upon receipt of a letter extending an expiring license, certification, and/or accreditation from the issuer, a copy of the license, certification and/or accreditation will be provided to the Agency within five (5) business days.
 - 3. Provider shall immediately notify the Agency of any action, modification or issue relating to said licensure, accreditation or certification.
- I. Provider certifies that it will not deny or delay services to eligible persons because of the person's race, color, religion, national origin, gender, orientation, disability, or age.
- J. The Provider shall comply with Executive Order 11246, entitled Equal Employment Opportunity, as amended by Executive Order 11375, and as supplemented in Department of Labor regulation 41 CFR part 60.
- K. Provider further agrees to comply with OAC 5101:9-2-01 and OAC 5101:9-2-05(A)(4), as applicable, which require that assure that persons with limited English proficiency (LEP) can meaningfully access services. To the extent Provider provides assistance to an LEP Child through the use of an oral or written translator or interpretation services in compliance with this requirement, the LEP Child shall not be required to pay for such assistance.
- L. To the extent applicable, the Provider certifies compliance with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857 (h) Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency Regulations (40 C.F.R. Part 15).
- M. The Provider certifies compliance, where applicable, with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
- N. The Provider certifies that all approvals, licenses, or other qualifications necessary to conduct business in Ohio have been obtained and are current.
- O. Provider shall comply with the Small Business Job Protection Act (Public Law ("P.L.") 104-188), the Multiethnic

Placement Act of 1994 (P.L. 103-382), Titles IV-B (42 U.S.C. 620 et seq.) and IV-E (42 U.S.C. 670 et seq.) of the Social Security Act ("the Act"), the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (P.L. 104-193), Section 471(a) of Title IV-E of the Act (42 U.S.C. 671(a)), and 45 C.F.R. 1356, including all rules, regulations and guidelines issued by federal and state authorities, OAC 5101:9-4-07 and OAC 5101:2-47-23.1.

Article XII. INDEPENDENT CONTRACTOR

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

Article XIII. AUDITS AND OTHER FINANCIAL MATTERS

- A. Provider agrees to submit to Agency a copy of the independent audit it receives in accordance with ORC 5103.0323.
- B. Upon request from the Agency, Provider shall submit a copy of the most recent Federal income tax return and related schedules filed with the Internal Revenue Service (IRS).
- C. If Provider participates in the Title IV-E program, Provider agrees to timely file its Title IV-E cost report with all required items as outlined in OAC 5101:2-47-26.2 to ODJFS. Provider agrees that in the event a cost report cannot be timely filed, an extension shall be requested prior to the December 31st filing deadline.
- D. If a Provider participates in the Title IV-E program, an Agreed Upon Procedures engagement must be conducted by a certified public accountant for the Provider's cost report in accordance with OAC 5101:2-47-26.2. The procedures are conducted to verify the accuracy of costs used to establish reimbursement ceilings for maintenance and administration costs of child in care. Any overpayments or underpayment of federal funds to the Title IV-E Agency due to adjustments of cost report reimbursement ceiling amounts as a result of an audit, shall be resolved in accordance with ORC 5101.11, ORC 5101.14, and OAC 5101:2-47-01.
- E. Upon request from the Agency, the Provider shall submit a copy of the JFS 02911 and Agreed Upon Procedures.
- F. For financial reporting purposes and for Title IV-E cost reporting purposes, Provider agrees to follow the cost principles set forth in the following OAC Sections and publications:
 - 1. OAC 5101:2-47-11: "Reimbursement for Title IV-E foster care maintenance (FCM) costs for children's residential centers (CRC), group homes, maternity homes, residential parenting facilities, private foster homes, and substance use disorder (SUD) residential facilities".
 - 2. OAC 5101:2-47-26.1: "Public child services agencies (PCSA), private child placing agencies (PCPA), private noncustodial agencies (PNA), residential care facilities, substance use disorder (SUD) residential facilities: Title IV-E cost report filing requirements, record retention requirements, and related party disclosure requirements";
 - 3. OAC 5101:2-47-26.2: "Cost Report Agreed Upon Procedures Engagement".
 - 4. JFS 02911 Single Cost Report Instructions.
 - 5. For Private Agencies: 2 CFR part 225, Cost Principles for State, Local and Indian Tribal Government.
 - 6. For Public Agencies: 2 CFR part 230, Cost Principles for Non-Profit Organizations.
 - 7. 2 CFR part 200.501, Audit Requirements.

Article XIV. GRIEVANCE /DISPUTE RESOLUTION PROCESS

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

- 1. The party complaining of a dispute shall provide written notice of the nature of the dispute to the other party to this Agreement. A copy of the notice shall be sent to the Director or designee of the Agency and to the Executive Director or designee of the Provider. Within ten (10) business days of receiving the notice of a dispute, the parties involved in the dispute between the Agency and the Provider shall attempt to resolve the dispute.

2. If the parties are unable to resolve the dispute in (1 business day), the highest official or designee of the Agency shall make the final determination within twenty (20) business days, which will be non-binding.
3. Neither party will be deemed to have waived any other rights or remedies available to them by initiating, participating in or completing this process.

Article XV. AMENDMENTS

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

Article XVI. NOTICE

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

if to Agency, to	Warren County Children Services 416 S East St Lebanon, OH 45036
if to Provider , to	Choices Independent Living , OH 45036

Article XVII. CONSTRUCTION

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

Article XVIII. NO ASSURANCES

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

Article XIX. CONFLICT OF INTEREST

- A. Provider agrees that the Provider, its officers, members and employees currently have no, nor will they acquire any interest, whether personal, professional, direct or indirect, which is incompatible, in conflict with or which would compromise the discharge and fulfillment of Provider's functions, duties and responsibilities hereunder. If the Provider, or any of its officers, members or employees acquire any incompatible, conflicting, or compromising personal or professional interest, the Provider shall immediately disclose, in writing, such interest to the Agency. If any such conflict of interest develops, the Provider agrees that the person with the incompatible, conflicting, or compromising personal or professional interest will not participate in any activities related to this Agreement.
- B. Provider agrees: (1) to refrain from promising or giving to Agency employees anything of value to manifest improper influence upon the employee; (2) to refrain from conflicts of interest; and, (3) to certify that Provider complies with

ORC 102.03, ORC 102.04, ORC 2921.42, ORC 2921.43.

- C. The Provider further agrees that there is no financial interest involved on the part of the Agency or the respective county authority(ies) governing the agency. The Provider has no knowledge of any situation which would be a conflict of interest. It is understood that a conflict of interest occurs when an Agency employee or county official will gain financially or receive personal favors as a result of signing or implementation of this agreement. The Provider will report the discovery of any potential conflict of interest to the Agency. Should a conflict of interest be discovered during the term of this agreement, the Agency may exercise any right under the agreement, including termination of the agreement.

Article XX. INSURANCE

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

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

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

1. Additional insured endorsement;
2. Product liability;
3. Blanket contractual liability;
4. Broad form property damage;
5. Severability of interests;
6. Personal injury; and
7. Joint venture as named insured (if applicable).

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

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

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

General Liability, Business Auto Liability and Umbrella/Excess Liability when added together.

E. Workers' Compensation insurance at the statutory limits required by Ohio Revised code.

F. The Provider further agrees with the following provisions:

1. All policies, except workers' compensation and professional liability, will endorse as additional insured the Board of County Commissioners, and Agency and their respective officials, employees, agents, and volunteers, including their Board of Trustees if applicable. The additional insured endorsement shall be on an ACORD or ISO form.
2. The insurance endorsement forms and the certificate of insurance forms will be sent to the Agency Director or Designee. The forms must state the following: "Board of County Commissioners, and Agency and their respective officials, employees, agents, and volunteers are endorsed as additional insured as required by agreement on the commercial general, business auto and umbrella/excess liability policies."
3. Each policy required by this clause shall be endorsed to state that coverage shall not be canceled or materially changed except after thirty (30) calendar days prior written notice given to the Agency Director or Designee.
4. Provider shall furnish the Agency with original certificates and amendatory endorsements effecting coverage required by this clause. All certificates and endorsements are to be received by the Agency before the Agreement commences. The Agency reserves the right at any time to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.
5. Failure of the Agency to demand such certificate or other evidence of full compliance with these insurance requirements or failure of the Agency to identify a deficiency from evidence provided shall not be construed as a waiver of Provider's obligation to maintain such insurance.
6. Provider shall declare any self-insured retention to the Agency pertaining to liability insurance. Provider shall provide a financial guarantee satisfactory to the Agency guaranteeing payment of losses and related investigations, claims administration and defense expenses for any self-insured retention.
7. If Provider provides insurance coverage under a "claims-made" basis, Provider shall provide evidence of either of the following for each type of insurance which is provided on a claims-made basis: unlimited extended reporting period coverage, which allows for an unlimited period of time to report claims from incidents that occurred after the policy's retroactive date and before the end of the policy period (tail coverage), or; continuous coverage from the original retroactive date of coverage. The original retroactive date of coverage means original effective date of the first claim-made policy issued for a similar coverage while Provider was under Agreement with the County on behalf of the Agency.
8. Provider will require all insurance policies in any way related to the work and secured and maintained by Provider to include endorsements stating each underwriter will waive all rights of recovery, under subrogation or otherwise, against the County and the Agency. Provider will require of subcontractors, by appropriate written agreements, similar waivers each in favor of all parties enumerated in this section.
9. Provider, the County, and the Agency agree to fully cooperate, participate, and comply with all reasonable requirements and recommendations of the insurers and insurance brokers issuing or arranging for issuance of the policies required here, in all areas of safety, insurance program administration, claim reporting and investigating and audit procedures.
10. Provider's insurance coverage shall be primary insurance with respect to the County, the Agency, their respective officials, employees, agents, and volunteers. Any insurance maintained by the County or the Agency shall be excess of Provider's insurance and shall not contribute to it.
11. If any of the work or Services contemplated by this Agreement is subcontractors, Provider will ensure that any subcontractors comply with all insurance requirements contained herein.
12. If the Agreement provider is a government entity, insurance requirements will be fulfilled under the County Risk Sharing Authority (CORSA).

Article XXI. INDEMNIFICATION & HOLD HARMLESS

- A. To the fullest extent permitted by, and in compliance with, applicable law, Provider agrees to protect, defend, indemnify and hold harmless the Agency and the Board of County Commissioners, their respective members, officials, employees, agents, and volunteers (the "Indemnified Parties") from and against all damages, liability, losses, claims, suits, actions, administrative proceedings, regulatory proceedings/hearings, judgments and expenses, subrogation (of any party involved in the subject of this Agreement), attorneys' fees, court costs, defense costs or other injury or damage (collectively "Damages"), whether actual, alleged or threatened, resulting from injury or damages of any kind whatsoever to any business, entity or person (including death), or damage to property (including destruction, loss of, loss of use of resulting without injury damage or destruction) of whatsoever nature, arising out of or incident to in any way, the performance of the terms of this Agreement

including, without limitation, by Provider, its subcontractor(s), Provider's or its subcontractor(s) employees, agents, assigns, and those designated by Provider to perform the work or services encompassed by the Agreement. Provider agrees to pay all damages, costs and expenses of the Indemnified Parties in defending any action arising out of the aforementioned acts or omissions.

- B. Each Party agrees to be responsible for any personal injury or property damage caused solely by its negligent acts or omissions as determined by a court of competent jurisdiction, or as the parties may otherwise mutually agree in writing.
- C. This Article is not applicable to Agreements between governmental entities.

Article XXII. SCREENING AND SELECTION

A. Criminal Record Check

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

B. Transportation of Child

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

C. Rehabilitation

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

D. Verification of Job or Volunteer Application:

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

Article XXIII. PROHIBITION OF CORPORAL & DEGRADING PUNISHMENT

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

Article XXIV. FINDINGS FOR RECOVERY

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

Article XXV. PUBLIC RECORDS

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

Article XXVI. CHILD SUPPORT ENFORCEMENT

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

Article XXVII. DECLARATION OF PROPERTY TAX DELINQUENCY

After award of an Agreement, and prior to the time the Agreement is entered into, the successful Provider shall submit a statement in accordance with ORC 5719.042. Such statement shall affirm under oath that the person with whom the Agreement is to be made was not charged at the time the bid was submitted with any delinquent personal property taxes on the general tax list of personal property of any county in which the taxing district has territory, or that such person was charged with delinquent personal property taxes on any such tax list, in which case the statement shall also set forth the amount of such due and unpaid delinquent taxes any due and unpaid penalties and interest thereon. If the statement indicates that the taxpayer was charged with any such taxes, a copy of the statement shall be transmitted by the fiscal officer to the county treasurer within thirty days of the date it is submitted. A copy of the statement shall also be incorporated into the Agreement, and no payment shall be made with respect to any contract to which this section applies unless such statement has been so incorporated as a part thereof.

Article XXVIII. SUBCONTRACTING AND DELEGATION

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

Article XXIX. PROPERTY OF AGENCY

The Deliverable(s) and any item(s) provided or produced pursuant to this Agreement (collectively called "Deliverables") will be considered "works made for hire" within the meaning of copyright laws of the United States of America and the

State of Ohio. The Agency is the sole author of the Deliverables and the sole owner of all rights therein. If any portion of the Deliverables are deemed not to be a "work made for hire", or if there are any rights in the Deliverables not so conveyed to the Agency, then Provider agrees to, and by executing this Agreement hereby does, assign to the Agency all worldwide rights, title, and interest in and to the Deliverables. The Agency acknowledges that its sole ownership of the Deliverables under this Agreement does not affect Provider's right to use general concepts, algorithms, programming techniques, methodologies, or technology that have been developed by Provider prior to this Agreement or that are generally known and available. Any Deliverable provided or produced by Provider under this Agreement or with funds hereunder, including any documents, data, photographs and negatives, electronic reports/records, or other media, are the property of the Agency, which has an unrestricted right to reproduce, distribute, modify, maintain, and use the Deliverables. Provider shall not obtain copyright, patent, or other proprietary protection for the Deliverables. Provider shall not include in any Deliverable any copyrighted material, unless the copyright owner gives prior written approval for the Agency and Provider to use such copyrighted material. Provider agrees that all Deliverables will be made freely available to the general public unless the Agency determines that, pursuant to state or federal law, such materials are confidential or otherwise exempt from disclosure.

Article XXX. SEVERABILITY

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

Article XXXI. NO ADDITIONAL WAIVER IMPLIED

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

Article XXXII. COUNTERPARTS

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

Article XXXIII. APPLICABLE LAW AND VENUE

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

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of the signature of the parties.

SIGNATURES OF PARTIES:

Provider: <i>Jane Anderson</i>	2/24/21
Printed Name	Date
Choices Independent Living	
Agency: <i>Juan Wallace</i>	3/12/21
Printed Name	Date
Warren County Children Services	

APPROVED AS TO FORM

Kathryn M. Horvath
Kathryn M. Horvath
Asst. Prosecuting Attorney

Ohio Department of Job and Family Services
**AGREEMENT FOR TITLE IV-E AGENCIES AND PROVIDERS FOR THE PROVISION
OF
CHILD PLACEMENT**

ADDENDA TO AGREEMENT

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

This Agreement is between

a Title IV-E Agency, hereinafter "Agency," whose address is

hereinafter "Provider," whose address is:

IV-E Agency Name Warren County Children Services		
Street/Mailing Address 416 S East St		
City Lebanon	State OH	Zip Code 45036

and

Provider Choices Independent Living		
Street/Mailing Address		
City	State	Zip Code

Contract ID : 19239213

Originally Dated :02/01/2021 to 05/31/2022

Ohio Department of Job and Family Services
**AGREEMENT FOR TITLE IV-E AGENCIES AND PROVIDERS FOR
THE PROVISION
OF
CHILD PLACEMENT**

Amendment Number 1 :

Amendment Reason:

OTHER

Amendment Begin Date:

02/01/2021

Amendment End Date :

05/31/2022

Increased Amount:

\$0.00

Article Name:

Article I. Scope of Placement Services

Amendment Reason Narrative:

Addendum #1 attached. See Addendum #1 for details.

Title IV-E Schedule A Rate Information

Title IV-E Schedule A Rate Information
 Agency : Warren County Children Services
 Run Date: 02/18/2021
 Provider / ID : Choices Independent Living/ 28103801
 Contract Period : 02/01/2021 - 05/31/2022

Service Description	Service ID	Person	Person ID	Maintenance Per Diem	Administration Per Diem	Case Management Per Diem	Transportation / Administration Per Diem	Transportation / Maintenance Per Diem	Other Direct Services Per Diem	Behavioral Healthcare Per Diem	Other Per Diem Cost	Total Per Diem	Cost Begin Date	Cost End Date
Independent Living	3443663	,		\$42.65	\$49.10							\$91.75	02/01/2021	05/31/2022

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

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

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

AMENDMENT #1:

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

AMENDMENT #2:

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

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

AMENDMENT #3:

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

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

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

AMENDMENT #4:

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

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

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

IN WITNESS WHEREOF, the parties hereto have executed this Addendum to the Agreement by the President of the Warren County Board of Commissioners, pursuant to Resolution Number

21-0404, dated 3/23/21, and by the duly authorized
of _____ [Provider].

SIGNATURES OF PARTIES:

President
Warren County Board of Commissioners
Date 3/23/21

Jane Anderson
Provider
Date 2/24/21

Reviewed by:

Director
Warren County Children's Services

Approved as to Form:

Kathryn M. Horvath
Assistant Prosecuting Attorney

AFFIDAVIT OF NON COLLUSION

STATE OF Ohio
COUNTY OF Montgomery

I, Jane Anderson, holding the title and position of Executive Director at the firm CHOICES 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.

Jane Anderson
AFFIANT

Subscribed and sworn to before me this 24th day of February 20 21

Tina Miller
(Notary Public),

Warren County.

My commission expires January 27 20 21



TINA M. MILLER
NOTARY PUBLIC
STATE OF OHIO
Comm. Expires
01-27-2023

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

Resolution

Number 21-0405

Adopted Date March 23, 2021

APPROVE AND AUTHORIZE THE PRESIDENT OF THE BOARD TO ENTER INTO A NON-PROFIT BOOTH AGREEMENT ON BEHALF OF OHIOMEANSJOBS WARREN COUNTY

BE IT RESOLVED, to approve and authorize the President of the Board to enter into a Non-Profit Participation Contract for the Lebanon Expo with the following institution, as attached hereto and made part hereof:

Lebanon Area Chamber of Commerce
212 N. Broadway, Ste. 2
Lebanon, Ohio 45036

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 23rd day of March 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—OhioMeansJobs
OhioMeansJobs (file)



2021 LET'S LEBANON! A COMMUNITY AFFAIR REGISTRATION – CONTRACT

April 10, 2021 – 8:30 AM to 1:00 PM
NEW LOCATION: Warren County Fairgrounds Event Center
(665 N Broadway St, Lebanon, OH 45036)

Please send your registration via email to info@lebanonchamber.org. All Sponsors qualify for the opportunity to choose a premium booth location (on a first come-first serve basis) Registration opens Monday, January 25, 2021.

■ **Sponsorship Level (Choose a level below) Sponsor registration begins January 18, 2021.**

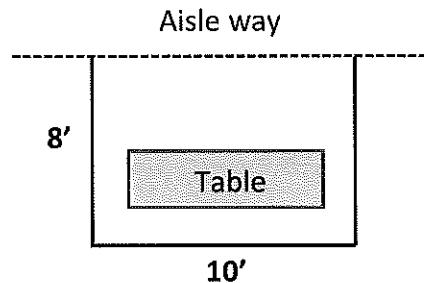
- _ \$1,000 Diamond Sponsor
- _ \$500 Platinum Sponsor

- _ \$300 Gold Sponsor
- _ \$150 Grand Prize Sponsor

- Sponsorship details can be found on the last page of the application or the Chamber website:
<https://www.lebanonchamber.org/events/lets-lebanon-a-community-affair>

■ **No Sponsorship (Select a booth type below) Open registration begins January 18th**

- **Exhibitor Booth with electric (10' x 8')**
 - Chamber Member - \$200
 - Non-Member - \$250
- **Exhibitor Booth no electric (10' x 8')**
 - Chamber Member - \$150
 - Non-Member - \$200
 - Non-Profit - \$75; *Limited number of spaces available.*



SAMPLE BOOTH LAYOUT

* Not a Chamber Member yet? Join the Chamber before April 1, 2021, and put your booth cost towards your Chamber Membership dues for 2021!

* Note that all booths include: Pipe and drape, six-foot table, and two chairs.

Each business participating in the Expo must complete the entire contract and submit full payment at the time of registration.

Business Name: OH!oknews Jobs Main Contact Name: Matt Felty
 Phone No.: 513 695 3032 Mobile No: 513 535 9714 Email: feftmbed@lowellforce.com
 Contact Name Working the Booth: Tom Duffy Mobile No: 513-937-681-7664
 Please describe your exhibit: OMT resource booth

Please describe your electrical needs: None

NOTE: Exhibit booths with electricity will be assigned one outlet and 110-volt service only, no 220.
DOOR PRIZE: As an exhibitor, each business must provide at least one prize worth \$25 or more to be raffled at your booth by your business. The exhibitor is responsible for supplying everything needed for the raffle (i.e. entry forms, pens, etc.). The exhibitor draws a winner(s) at a time of his or her choosing and contacts the winner. Entry forms can be used for business leads after the event.

Door prize: Gift card (local)

EXHIBITOR RULES AND REGULATIONS

1. Exhibit ownership: Each booth is rented by and assigned to one business. Exhibitors are not permitted to sublet their booth or share their space with another business owner.
2. Expo Times: The Lebanon Expo will be held on **Saturday, April 10, 2021 from 8:30 AM to 1:00 PM at the Warren County Event Center**. All Exhibitors shall be present and operate their booth from **8:30 AM-1:00 PM**. This contract specifically prohibits the exhibitor from dismantling or removing items from his exhibit before 1:00 PM.
3. Set-Up Times: Exhibitors are required to set up on **Friday, April 9th between 4:30 PM – 7:00 PM. On Saturday, April 10th, doors will open to exhibitors at 7:30 AM for final preparations.**
4. Booth Supervision: All booths must be staffed by 8:00 AM and must have at least one person supervising the booth until 1:00 PM. Volunteers will be available throughout the day to give short breaks to solo booth owners.
5. Exhibits must be attractive and non-offensive. Please note the following conditions:
 - a. Direct sales are allowed only within the confines of your booth. No wandering sales.
 - b. Booths with electricity are assigned one socket only. Exhibitors may use one splitter.
 - c. Electricity may not be shared with other booths.
 - d. No hand-made signs are allowed. Signage must look professional.
 - e. Displays must be confined to the booth and may not infringe on your neighbors. This includes lighting and audio/visual elements as well.
 - f. All booths and materials must conform to fire code regulations.
 - g. Exhibits may not use water or fire or other materials that could damage flooring.
 - h. No live pets allowed in the building.
6. Warren County Event Center regulations must be followed: Please do not bring alcohol, tobacco products, drugs, weapons or any other items deemed unsuitable.
7. End of Event: Expo ends at 1:00 PM. This contract strictly prohibits dismantling booths before 1:00 PM. **All items must be completely removed by 3:00 PM.** Materials left behind will be discarded.
8. Cancellation by Exhibitor: Refunds are not available due to exhibitor cancellation. **Please note: Sponsorship dollars are not refundable.**
9. Cancellation by the Chamber: Should the Chamber need to cancel the Event for any reason beyond its control, such as but not limited to acts of God, fire, tornado, inclement weather and/or act of terrorism, the Chamber will not be held financially liable to the exhibitor.

The Lebanon Area Chamber of Commerce reserves the right to:

1. Remove any exhibit or part thereof that is not suitable for the family-friendly, professional event. No refund will be given.
2. Remove any exhibitor or his representative who is acting in a disruptive, disrespectful manner or not adhering to the rules and regulations.

EXHIBITOR AGREEMENT: I have read and understand the rules and regulations for the 2021 Let's Lebanon and agree to comply.

Signature: *Matt Feltz*

Date: 3/17/21

Print Name: Matt Feltz

* *David G Young* 3/23/21

FOR OFFICE USE ONLY:

Date Registered: _____

Booth # Requested: _____

Booth # Assigned: _____

Electric

Total Cost: _____

Payment Method:

- Check Number: _____
- Credit Card (processed online)
- Cash

APPROVED A.C. TO FORM

Keith W Anderson
Keith W. Anderson
Asst. Prosecuting Attorney

Chamber Event: Let's Lebanon! A Community Affair

Diamond Sponsor: (\$1,000)

- Recognized in event publicity and news releases, including Chamber emails promoting the event
- Large Logo posted on website event page & ALL Marketing Material
- Featured Business recognition in a Chamber E-Newsletter
- Social media recognition (Facebook, Instagram, Twitter, LinkedIn) including at least 2 boosted Event posts
- Premium booth location includes 16'x 8' size
- Special Signage on booth at event

Platinum Sponsor: (\$500)

- Recognized in event publicity and news releases, including Chamber emails promoting the event
- Large Logo posted on website event page & ALL Marketing Material
- Featured Business recognition in a Chamber E-Newsletter
- Social media recognition (Facebook, Instagram, Twitter, LinkedIn)
- Premium booth location includes 10'x 8' size
- Special Signage on booth at event

Gold Sponsor: (\$300)

- Recognized in event publicity and news releases, including Chamber emails promoting the event
- Medium Logo posted on website event page & marketing materials
- Featured Business recognition in a Chamber E-Newsletter
- Social media recognition (Facebook, Instagram, Twitter, LinkedIn)
- Premium booth location includes 10'x 8' size
- Special Signage on booth at event

Grand Prize Sponsor: (\$150)

- Recognized in event publicity and news releases, including Chamber emails promoting the event
- Small Logo posted on website event page & marketing materials
- Featured Business recognition in a Chamber E-Newsletter
- Social media recognition (Facebook, Instagram, Twitter, LinkedIn)
- Premium booth location includes 10'x 8' size
- Special Signage on booth at event

If you are interested in becoming a 2021 Let's Lebanon Sponsor, please contact us at info@lebanonchamber.org.

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

Resolution

Number 21-0406

Adopted Date March 23, 2021

ENTER INTO AGREEMENT WITH HEWLETT PACKARD ENTERPRISE ON BEHALF OF WARREN COUNTY TELECOMMUNICATIONS FOR RENEWAL OF BLADE INFRASTRUCTURE SUPPORT

BE IT RESOLVED, to authorize the board to enter into an agreement with Hewlett Packard Enterprise on behalf of Warren County Telecommunications, copy of said agreement attached hereto and made a part hereof.

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

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

Resolution adopted this 23rd day of March 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: c/a—Hewlett Packard Enterprise
Telecom (file)

Vickie Dariano
Hewlett Packard Enterprise Company
8000 Foothills Blvd
ROSEVILLE CA 95747

DUSTIN FLINT
WARREN COUNTY TELECOM
500 Justice Dr
Lebanon OH 45036-2379

12/19/2020

Support Account Reference: COUNTY5318592418
HPE Reference Number: 49830393

Dear DUSTIN FLINT:

Enclosed is a Hewlett Packard Enterprise support service quote for your products. Review the services, support items, coverage dates, addresses, and company contacts for accuracy. Please advise Hewlett Packard Enterprise of any changes prior to submitting your purchase order or authorization. To order support services detailed in this package, please return billing authorization by choosing one of the following convenient options. Subject to HPE Customer Terms - Support or purchase agreement with Hewlett Packard Enterprise and if applicable, Exhibit E24.

Option 1: Provide an open-ended purchase order. An open-ended purchase order allows Hewlett Packard Enterprise to add products to your agreement as necessary, as well as renew your support from year to year. Cancellation of the support service agreement requires a 30-day written notice.

Option 2: Provide a PO for the coverage dates specified in the enclosed referenced proposal.
Your PO must note at least one of the following, along with the support coverage period:

1. Hewlett Packard Enterprise Reference (quote) number(s),
2. Support Account Reference(s) (SAR)
3. Service Agreement ID(s) (SAID)
4. AMP ID(s)

* If there is an approval signature section on your PO then it should be signed/approved before sending to Hewlett Packard Enterprise. Please indicate if you are taxable or tax exempt. If your organization is Tax Exempt, please send a copy of your Tax Exemption Certificate with your PO. Include your billing frequency and current invoice-to address.

Option 3: Sign and return the attached Signature Authorization Form (SAM).

* If you provide authorization via the SAM form (Signature Authorization Method), please insure that all of the applicable boxes are checked on the form, along with the printed name and signature of the authorizing party.

Note: If the information in Options 1 through 3 is not included in your PO or SAM Form then Hewlett Packard Enterprise will need to contact you to collect this missing data, which will cause a delay in activating your support contract(s). Hewlett Packard Enterprise requires these details for audit purposes.

Hewlett Packard Enterprise values your business and looks forward to providing you with continued support. If you require further assistance, please contact your HPE Representative at 650-258-0069 . You can send your PO or SAM to your HPE Representative, or FAX it to .

Sincerely,
Vickie Dariano
HPE Representative

SIGNATURE AUTHORIZATION METHOD (SAM)

The Signature Authorization Method (SAM) may be used to order Hewlett Packard Enterprise (HPE) Support Services **ONLY IF A PURCHASE ORDER IS NOT REQUIRED TO AUTHORIZE SERVICE DELIVERY AND REMIT PAYMENT.** This SAM form, including the quotation(s) and governing terms referenced herein shall be referred to collectively as the "Support Agreement."

(1) Customer Information:

Company Name
WARREN COUNTY TELECOM

Invoice to Address
500 Justice Dr
Lebanon OH 45036-2379

(2) Contract Information: Unless otherwise notified all quotes under the AMP ID below will be renewed:

Initial Quote Number: 49830393 ** AMP ID: 500051852NBQ
Support Account Reference: COUNTY5318592418 Coverage Period: 05/01/2021 - 04/30/2022

***The enclosed Support Account Overview dated 12/19/2020 summarizes the quotes contained within the above AMP ID.

This quote bundle is valid until: 04/30/2021

Check as applicable if your authorization is open-ended.

The following term applies only to open-ended support agreements. This Support Agreement is for the period stated on Hewlett Packard Enterprise's quote. It will be extended without modification by consecutive terms of 12 months unless one of the parties gives written notice in accordance with the underlying business terms prior to the end of the respective 12 months. If modifications of the Support Agreement are necessary, Hewlett Packard Enterprise will notify Customer in writing 60 days before the modifications are effective. Customer may terminate this Support Agreement within 30 days from receipt of notice. If Customer does not exercise this right of termination, this Support Agreement will be continued to the end of the current term with the modifications, and extended by consecutive 12-month terms. Re-pricing will occur automatically without further authorization.

(3) REQUIRED- Tax Information:

Taxable OR Tax Exempt Exemption # _____ (Attach copy of exemption certificate)

(4) REQUIRED- Billing Frequency: Do not enclose Payment. Please select one of the following:

Please bill me:

- Pre-Pay up front for the entire coverage term
- Annually
- Quarterly (Total annual amount must exceed \$20,000)
- Semi-Annually (Total annual amount must exceed \$20,000)
- Monthly (Total annual amount must exceed \$20,000)
- Charge my credit card. Check one: Visa MasterCard American Express

For your protection, please call your HPE Sales Representative with the credit card number.

Cardholder Name (Print) _____
Cardholder's Signature _____
Credit Card Invoice-To Address _____

(5) REQUIRED- Service Authorization and Terms and Conditions:

Customer's signature on this form constitutes authorization for Hewlett Packard Enterprise to invoice Customer for the Hewlett Packard Enterprise support services represented in this Support Agreement. This support agreement will be governed by the following: i) The purchase agreement currently in effect between Customer and Hewlett Packard Enterprise that includes the delivery of Support Services, or if none, the Hewlett Packard Enterprise Customer Terms-Support (CTSP01), the Supplemental Data Sheet (CTDS01); and ii) any applicable Transaction Documents thereto.



Authorized Signature and Date

David B. Young, President 513-695-1250
Printed Name, Title and Phone Number

(6) Completed form should be returned to:

Hewlett Packard Enterprise Company
Vickie Dariano
8000 Foothills Blvd
ROSEVILLE, CA 95747

TEL: 650-258-0069
FAX:

APPROVED AS TO FORM

Adam M. Nice
Asst. Prosecuting Attorney

Support Account Overview

AMP ID: 500051852NBQ
Special Terms and Conditions No: OA1067-14

Customer Address:
WARREN COUNTY TELECOM
500 Justice Dr
Lebanon OH 45036-2379

HPE Address:
Hewlett Packard Enterprise Company
8000 Foothills Blvd
ROSEVILLE CA 95747

Customer Contact:
DUSTIN FLINT
Tel: (513) 695-2812
Fax:
E-mail dustin.flint@wcoh.com

HPE Representative:
Vickie Dariano
Tel: 650-258-0069
Fax:
E-mail vickie.dariano@hpe.com

This quote is valid until 04/30/2021

This order is governed by the specific agreement referenced below in the comment section. If none is identified, then Hewlett Packard Enterprise's standard terms will apply. Either one is the "Agreement".
Multi-year support renewals are governed by the Exhibit E24 in addition to the Agreement unless otherwise specified.

- Standard Terms: www.hpe.com/docs/customerterms
- Datasheets: www.hpe.com/info/mktlibrary

Your Support Access Options for Service Agreement Customers:

- Manage your service agreement online, visit - <https://s360.hpe.com> / <https://esam.hpe.com>
- HPE Support Center - www.hpe.com/support/hpesc

Please have your Service Agreement ID and Product/Serial available to expedite your support experience.

For Support, please call: 1-800-633-3600

Support Account Reference	Service Agreement ID	Coverage Period From: To:	Description	Contract Total/USD
COUNTY5318592418	1047 3100 7737	05/01/2021 04/30/2022	Case 5318592418 / CSIF ID DAUS00-109781N	8,242.08
Total Excluding Taxes WARREN COUNTY TELECOM				8,242.08

Please refer to the payment schedule for prices to be invoiced yearly in advance.

Support Account Overview



AMP ID: 500051852NBQ

Customer Address:
WARREN COUNTY TELECOM
500 Justice Dr
Lebanon OH 45036-2379

HPE Address:
Hewlett Packard Enterprise Company
8000 Foothills Blvd
ROSEVILLE CA 95747

Support Account Reference	Coverage Period From: To:	Description	Contract Total/USD
---------------------------	------------------------------	-------------	--------------------

Summary of Charges	
Hardware Support	7,902.96
Software Helpdesk Services	339.12
Total Excluding Taxes	8,242.08

Total excludes all taxes. If applicable, taxes will be added at the time of invoicing at the current tax rate.
Total price includes all additions, deletions, warranties, discounts and adjustments if applicable.
Refer to the detail document for any applicable state & local tax

Please refer to the payment schedule for prices to be invoiced yearly in advance.

Support Account Detail



Special Terms and Conditions No: OA1067-14
 Your PO Reference:
 CCRN Number: 0473100774

Support Account Reference:
COUNTY5318592418

HPE Reference No.: 49830393

Equipment Address:
 WARREN COUNTY TELECOM
 500 Justice Dr
 Lebanon OH 45036-2379

Software Update Address:
 WARREN COUNTY TELECOM
 500 Justice Dr
 Lebanon OH 45036-2379

Hardware Contact:
 DUSTIN FLINT
 Tel: (513) 695-2812
 Fax:

Software Contact:
 DUSTIN FLINT
 Tel: (513) 695-2812
 Fax:

This quote is valid until 04/30/2021
Coverage from: 05/01/2021 to: 04/30/2022

Service Agreement ID: 1047 3100 7737 For Support, please call: 1-800-633-3600

Product No.	Description	Serial No.	Coverage Period	Qty	Price/USD
			from: to:		

Comment: Participating Addendum # OA1067-14 must be sited on Purchase Order

H7J35AC HPE Foundation Care 24x7 WDMR SVC
 *** Hardware Support ***

HPE Hardware Maintenance Onsite Support

- Hardware Problem Diagnosis
- Onsite Support
- Parts and Material provided
- 4 Hr Onsite Response
- 24 Hrs Std Office Days
- 24 hrs, Day 6
- 24 hrs, Day 7
- Holidays Covered
- Travel Zone 1
- Defective Media Retention

666157-B21	HP BL460c Gen8 E5-2670 2P 64GB Svr	MXQ3070327		1	60.37
666157-B21	HP BL460c Gen8 E5-2670 2P 64GB Svr	MXQ30701T1		1	60.37
666157-B21	HP BL460c Gen8 E5-2670 2P 64GB Svr	MXQ30701VB		1	60.37
666157-B21	HP BL460c Gen8 E5-2670 2P 64GB Svr	MXQ30701T3		1	60.37
666157-B21	HP BL460c Gen8 E5-2670 2P 64GB Svr	MXQ307032C		1	60.37
666157-B21	HP BL460c Gen8 E5-2670 2P 64GB Svr	MXQ30701SZ		1	60.37
507015-B21	HP BLc7000 1PH 6PS10Fan FI ROHS 16IC Kit	2S1312P18R		1	87.81
507015-B21	HP BLc7000 1PH 6PS10Fan FI ROHS 16IC Kit	2S1312P18P		1	87.81
666157-B21	HP BL460c Gen8 E5-2670 2P 64GB Svr	MXQ33908F5		1	60.37
666157-B21	HP BL460c Gen8 E5-2670 2P 64GB Svr	MXQ33908FL		1	60.37

HPE Collaborative Remote Support
 Basic Software Phone Support

Please refer to the payment schedule for prices to be invoiced yearly in advance.

Special Terms and Conditions No: OA1067-14

Your PO Reference:

CCRN Number: 0473100774

Product No.	Description	Serial No.	Coverage Period from: to:	Qty	Price/USD
	Collaborative Call Managemnt 24 Hours, Day 1-7 Phone Supp Standard Response Time				
666157-B21	HP BL460c Gen8 E5-2670 2P 64GB Svr	MXQ3070327		1	3.14
666157-B21	HP BL460c Gen8 E5-2670 2P 64GB Svr	MXQ30701T1		1	3.14
666157-B21	HP BL460c Gen8 E5-2670 2P 64GB Svr	MXQ30701VB		1	3.14
666157-B21	HP BL460c Gen8 E5-2670 2P 64GB Svr	MXQ30701T3		1	3.14
666157-B21	HP BL460c Gen8 E5-2670 2P 64GB Svr	MXQ307032C		1	3.14
666157-B21	HP BL460c Gen8 E5-2670 2P 64GB Svr	MXQ30701SZ		1	3.14
507015-B21	HP BLc7000 1PH 6PS10Fan FI ROHS 16IC Kit	2S1312P18R		1	1.57
507015-B21	HP BLc7000 1PH 6PS10Fan FI ROHS 16IC Kit	2S1312P18P		1	1.57
666157-B21	HP BL460c Gen8 E5-2670 2P 64GB Svr	MXQ33908F5		1	3.14
666157-B21	HP BL460c Gen8 E5-2670 2P 64GB Svr	MXQ33908FL		1	3.14

Discounts

Government Header Discount % -20%	175.20-
Pre Payment HdrDisc% -2%	13.96-

Summary of Charges

Hardware Support	658.58
Hardware Support Tax OH	0.00
Software Helpdesk Services	28.26
Software Helpdesk Services Tax OH	0.00
TOTAL INCLUDING TAX	686.84

Taxes have been added at current rate, however, tax rates will be those in effect at the time of invoicing.
Total price includes all additions, deletions, warranties, discounts and adjustments if applicable.

Please refer to the payment schedule for prices to be invoiced yearly in advance.

Payment Schedule as of 12/19/2020

MP ID: 500051852NBQ

Settlement Period from: 05/01/2021 to: 04/30/2022

Support Account Reference	05/01/2021	04/30/2022
---------------------------	------------	------------

COUNTY5318592418	8,242.08	
total for the period		8,242.08
WARREN COUNTY TELECOM		

Applicable tax to be added to the invoice.

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

Resolution

Number 21-0407

Adopted Date March 23, 2021

DECLARE VARIOUS ITEMS WITHIN BUILDING & ZONING, COMMON PLEAS COURT- GENERAL DIVISION, COUNTY COURT, INFORMATION TECHNOLOGY, DRUG TASK FORCE, ECONOMIC DEVELOPMENT, FACILITIES MANAGEMENT, GRANTS, SHERIFF OFFICE, TREASURER AND WATER & SEWER AUTHORIZE THE DISPOSAL OF SAID ITEMS


BE IT RESOLVED, to authorize disposal of various items from Building & Zoning, Common Pleas Court- General Division, County Court, Information Technology, Drug Task Force, Economic Development, Facilities Management, Grants, Sheriff's Office, Treasurer, and Water & Sewer in accordance with the Ohio Revised Code; list of said items 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 23rd day of March 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

/tg-
cc: 2021 Auction file
Facilities Management (file)
Brenda Quillen, Auditor's Office

Warren County Facilities Management

GovDeals #

B&Z21003

430 South East Street
513-695-1463

Michael D. Shadoan
Director

GovDeals Item Inspection Form

Building & Zoning

Date:

Mar 5, 2021

003

DESK



Select Item Type

Single Item

Category

Brand

Model #

Serial #

Date Removed From Service

3/5/21

Did Item Work When Removed?

Yes

No

Unknown

Additional Comments

(Click above to add additional picture)

(Click above to add additional picture)

(Click above to add additional picture)

Name: ANNA HELTON

Title: OFFICE ADMIN

Phone Number 513-695-1295

Location of Item: 3RD FLOOR

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

Warren County Facilities Management

GovDeals #

B&Z21002

430 South East Street
513-695-1463

Michael D. Shadoan
Director

GovDeals Item Inspection Form

Building & Zoning

Date:

Feb 24, 2021

002

MONITOR



Select Item Type

Single Item

Category

Computers, Parts and Supplies

Brand

DELL

Model #

Serial #

Date Removed From Service

2/15/21

Did Item Work When Removed?

Yes

No

Unknown

Additional Comments

(Click above to add additional picture)

(Click above to add additional picture)

(Click above to add additional picture)

Name: ANNA HELTON

Title: OFFICE ADMIN

Phone Number 513-695-1295

Location of Item: 3RD FLOOR

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

GovDeals provides services to government agencies allowing them to sell surplus assets via the Internet. Each agency has its own auction rules and may be subject to government ordinances.

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2003 Ford F-150 XL SuperCab 2WD

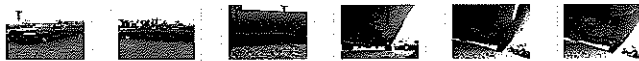
Auction Ends **ET**

Starting Bid **\$0.00**

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Year	Make/Brand	Model	VIN/Serial	Miles
2003	Ford	F-150	1FTRX17W73NB32697	114,970

Condition	Category	Inventory ID
Used/See Description	Trucks, Light Duty under 1 ton	<u>BLD21901</u>

2003 Ford F-150 XL SuperCab 2WD EXTENDED CAB PICKUP 4-DR, 4.6L V8 SOHC 16V. Automatic transmission. Major scratches, dents, and rust. Vehicle will run and drive. Starts and feels like it has a misfire. No check engine light or other warning lights on. Engine hours not available. Records not available.

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information



Seller Name Warren County, OH

Asset Contact Niccole Remenowsky (Phone: 513-695-1350)

Asset Location 430 Justice Dr
Lebanon, Ohio 45036-2384
[Map to this location](#)

Q Inspection

Most items offered for sale are used and may contain defects not immediately detectable. Bidders may inspect the property prior to bidding. Inspection is by appointment only. Please see the contact below to schedule an inspection.

\$ Payment

PAYMENT MUST BE MADE ONLINE– To make online payment, Log into your Liquidity Services account and select “My Bids”. Please follow the instructions there.

Payment in full is due not later than five (5) business days from the time and date of the close of the auction. Payment must be made electronically via the payment methods listed below.

TAX CALCULATION & EXEMPTIONS

TAX CALCULATION: Sale Tax, where applicable, will be calculated and added at the end of the auction.

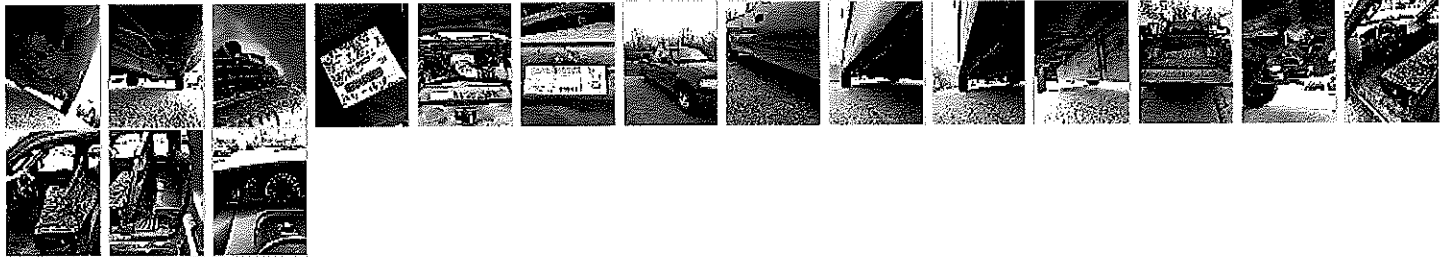
TAX EXEMPTION: Where taxes are applicable (see the Buyer's Certificate), Tax Exempt documents must be provided to Bidder Services at tax@govdeals.com within 24 hours of the auctions close and before payment is made. Bidders are encouraged to submit their Tax Exempt Documentation prior to the Auction's close to expedite this process. Please contact Bidder Services for all tax exemption questions.

🗑 Removal

Property may be removed by appointment only and appointments must be made at least 24 hours in advance. All items must be removed within ten (10) business days from the time and date of issuance of the Buyer's Certificate.

The Buyer will make all arrangements and perform all work necessary, including packing, loading and transportation of the property. No Assistance will be provided. A daily storage fee of \$10.00 may be charged for any item not removed within the 10 business days allowed and stated on the Buyer's Certificate.

 Media



 **Special Instructions**

NOTICE: If you are the winning bidder and default by failing to adhere to this sellers terms and conditions your account with Liquidity Services WILL BE LOCKED.

Guaranty Waiver. All property is offered for sale "AS IS, WHERE IS." (Seller) makes no warranty, guaranty or representation of any kind, expressed or implied, as to the merchantability or fitness for any purpose of the property offered for sale. Please note that upon removal of the property, all sales are final.

Description Warranty. Seller warrants to the Buyer that the property offered for sale will conform to its description. Any claim for misdescription must be made prior to removal of the property. If Seller confirms that the property does not conform to the description, Seller will keep the property and refund any money paid. The liability of the seller shall not exceed the actual purchase price of the property.

Quick Asset Lookup (QAL) #: 3051-3974 (GD)



Help Desk Hours: Monday - Friday, 8 am - 7 pm ET.
Contact us with any questions, comments or concerns.

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 Surplus Auctions

GoIndustry DoveBid
 Equipment Auctions

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 Retail Supply Chain

Machinio.com
 Heavy Equipment

Warren County Facilities Management

GovDeals # CCT21101

430 South East Street
513-695-1463

Michael D. Shadoan
Director

GovDeals Item Inspection Form

County Court

Date:

Mar 9, 2021

101

monitors

Select Item Type

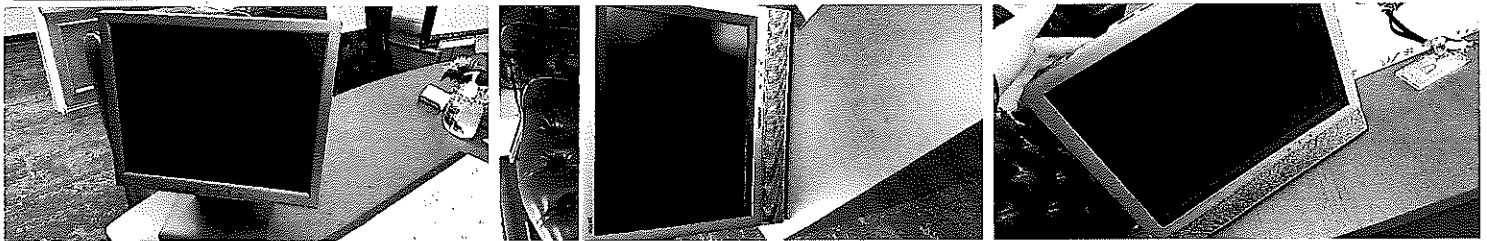
Lot of Multiple Items



Qty	Brand	Model	Working Condition Y/N	Description
1	DELL		?	
1	PRINGETON		?	
2	SHARP		?	one with stand /one without

Additional Comments

Empty box for additional comments.



(Click above to add additional picture)

(Click above to add additional picture)

(Click above to add additional picture)

Name: Melissa Moubray

Title: Court Administrator

Phone Number 513-695-2411

Location of Item: Warren County Court- Court Admin office

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

Warren County Facilities Management

GovDeals #

DAT21000

430 South East Street
513-695-1463

Michael D. Shadoan
Director

GovDeals Item Inspection Form

Data Processing

Date:

000

Samsung 40" Monitor/TV



Select Item Type

Single Item

Category

Audio/Visual Equipment

Brand

Samsung

Model #

ED40D

Serial #

Date Removed From Service

2/15/21

Did Item Work When Removed?

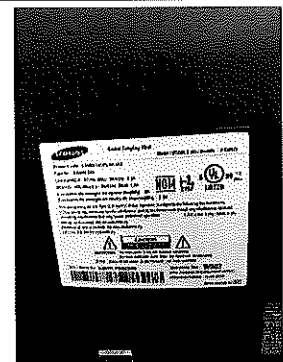
Yes

No

Unknown

Additional Comments

Snowy screen



(Click above to add additional picture)

(Click above to add additional picture)

(Click above to add additional picture)

Name: Dawn Johnson

Title: GIS Coordinator

Phone Number 513-695-2511

Location of Item: Room 318

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

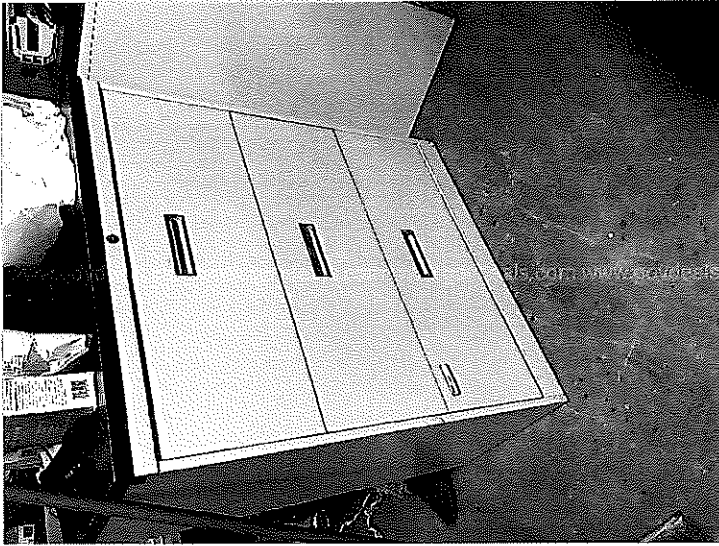
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2 - 3 DRAWER FILING CABINETS

Auction Ends **ET**

Starting Bid **\$0.00**

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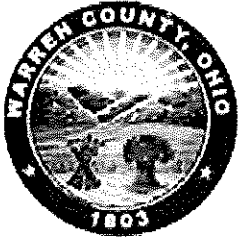
Condition	Category	Inventory ID
Used/See Description	Office Equipment/Supplies	<u>CPC21024</u>

2 - 3 DRAWER FILING CABINETS.

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information



Seller Name Warren County, OH

Asset Contact [Traci Guthrie](#) (Phone: 513-695-2008)

Asset Location 430 Justice Dr
Lebanon, Ohio 45036-2384
[Map to this location](#)

🔍 Inspection

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💡 Special Instructions

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Quick Asset Lookup (QAL) #: 3051-3979 (GD)



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2007 Lexus IS 250 AWD

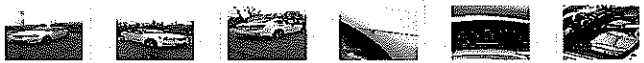
Auction Ends **ET**

Starting Bid **\$0.00**

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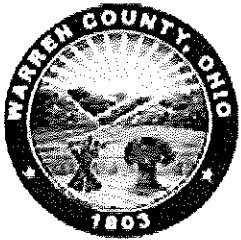
Year	Make/Brand	Model	VIN/Serial	Miles
2007	Lexus	IS	JTHCK262272011767	215,874
Condition	Category		Inventory ID	
Used/See Description	Automobiles		<u>DTF21900</u>	

2007 Lexus IS 250 AWD SEDAN 4-DR, 2.5L V6 24V DOHC. Automatic Transmission. Minor scratches and dings. Vehicle was seized and never in our fleet, no service records available. Vehicle does start and drive. No warning lights on except low tire light. Vehicle has slight valvetrain rattle at cold starts but goes away within seconds. We know nothing about how this car performs other than it starts and was driven to our facility. Engine hours not available.

? Questions and Answers

There are currently no questions posted for this asset.

>> Seller Information



Seller Name	Warren County, OH
Asset Contact	<u>Niccole Remenowsky</u> (Phone: 513-695-1350)
Asset Location	430 Justice Dr Lebanon, Ohio 45036-2384 <u>Map to this location</u>

Q Inspection

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\$ Payment

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TAX CALCULATION & EXEMPTIONS

TAX CALCULATION: Sale Tax, where applicable, will be calculated and added at the end of the auction.

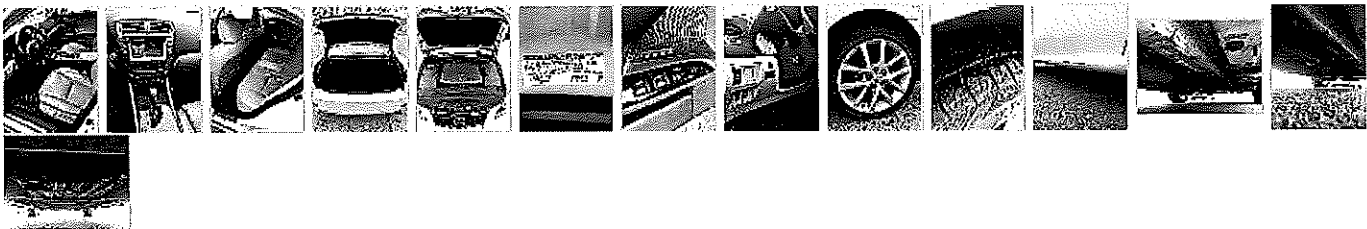
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Media



Special Instructions

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Quick Asset Lookup (QAL) #: 3051-3973 (GD)



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Warren County Facilities Management

GovDeals #

DTF21100

430 South East Street
513-695-1463

Michael D. Shadoan
Director

GovDeals Item Inspection Form

Drug Task Force

Date:

Feb 24, 2021

100

Labels & Ink Cartridges



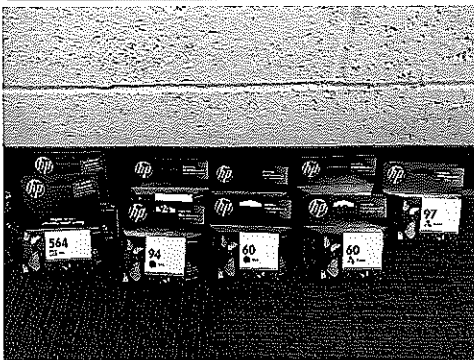
Select Item Type

Lot of Multiple Items

Qty	Brand	Model	Working Condition Y/N	Description
7			Y	Misc Label Cassettes
8	Dymo	30258	Y	Large White Shipping Labels
19	HP		Y	Misc Ink Cartridges, Various Colors and Sizes

Additional Comments

Misc labels, label cassettes, and ink cartridges



(Click above to add additional picture)



(Click above to add additional picture)



(Click above to add additional picture)

Name: Nicki Bishop

Title: WCSO - Fiscal

Phone Number X1285

Location of Item: Warren Co Sheriff's Office 822 Memorial Dr. Lebanon, Oh 45036

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

Warren County Facilities Management

430 South East Street
513-695-1463

GovDeals

XX21001

Michael D. Shadoan
Director

GovDeals Item Inspection Form

SELECT DEPARTMENT THAT INITIALLY PURCHASED ITEM *Econ/Dev*

Date:

Feb 22, 2021

001

Black Leather Desk Chair



Select Item Type

Single Item

Category

Furniture/Furnishings

Brand

NA

Model #

NA

Serial #

NA

Date Removed From Service

2/22/21

Did Item Work When Removed?

Yes

No

Unknown

Additional Comments

This desk chair has been decommissioned from use because there is a wheel broken and the majority of support the chair used to offer is gone.



(Click above to add additional picture)



(Click above to add additional picture)

(Click above to add additional picture)

Name: Rebekah Brigano

Title: Admin Assistant

Phone Number 513.695.2090

Location of Item: Economic Development Office, 406 Justice Drive, Suite 301, Lebanon, OH 45036

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

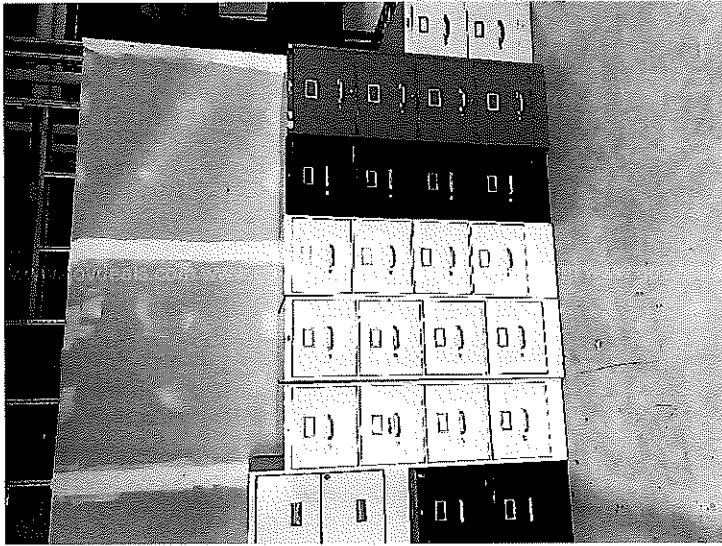
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LOT OF FILING CABINETS

Auction Ends **ET**

Starting Bid **\$0.00**

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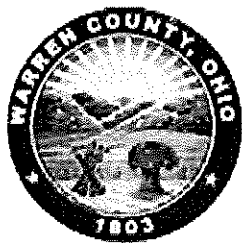
Condition	Category	Inventory ID
Used/See Description	Office Equipment/Supplies	<u>FAC210030</u>

LOT OF FILING CABINETS: 5 - 4 DRAWER FILING CABINETS, VARIOUS COLORS. 3 - 2 DRAWER FILING CABINETS, VARIOUS COLORS.

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information



Seller Name Warren County, OH

Asset Contact [Traci Guthrie](#) (Phone: 513-695-2008)

Asset Location 430 Justice Dr
Lebanon, Ohio 45036-2384
[Map to this location](#)

🔍 Inspection

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Quick Asset Lookup (QAL) #: 3051-3981 (GD)



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LOT - FILING CABINETS

Auction Ends **ET**

Starting Bid **\$0.00**

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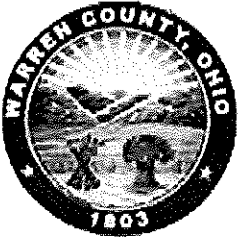
Condition	Category	Inventory ID
Used/See Description	Furniture/Furnishings	<u>FAC210029</u>

FILING CABINETS: 7 - 4 DRAWER FILING CABINETS, VARIOUS COLORS 3 - 2 DRAWER FILING CABINETS, BLACK IN COLOR

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information



Seller Name Warren County, OH

Asset Contact [Traci Guthrie](#) (Phone: 513-695-2008)

Asset Location 430 Justice Dr
Lebanon, Ohio 45036-2384
[Map to this location](#)

Inspection

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Quick Asset Lookup (QAL) #: 3051-3980 (GD)



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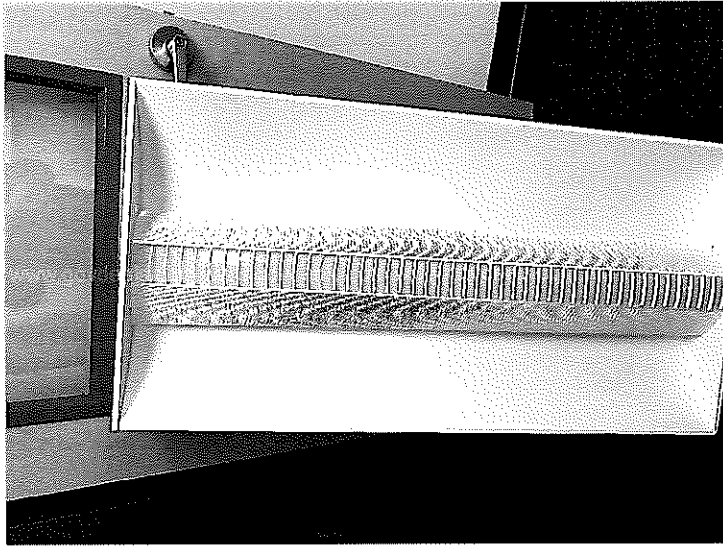
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RECESSED LIGHTING

Auction Ends **ET**

Starting Bid **\$0.00**

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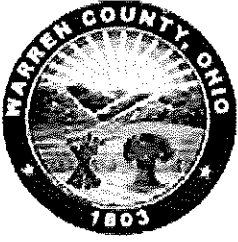
Condition	Category	Inventory ID
Used/See Description	Electrical Supplies	<u>FAC210028</u>

RECESSED LIGHTING: 2 X 4 RECESSED LIGHTING. 1 SKID - 16 TOTAL LIGHTS.

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information



Seller Name Warren County, OH

Asset Contact [Traci Guthrie](#) (Phone: 513-695-2008)

Asset Location 430 Justice Dr
Lebanon, Ohio 45036-2384
[Map to this location](#)

🔍 Inspection

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Quick Asset Lookup (QAL) #: 3051-3978 (GD)



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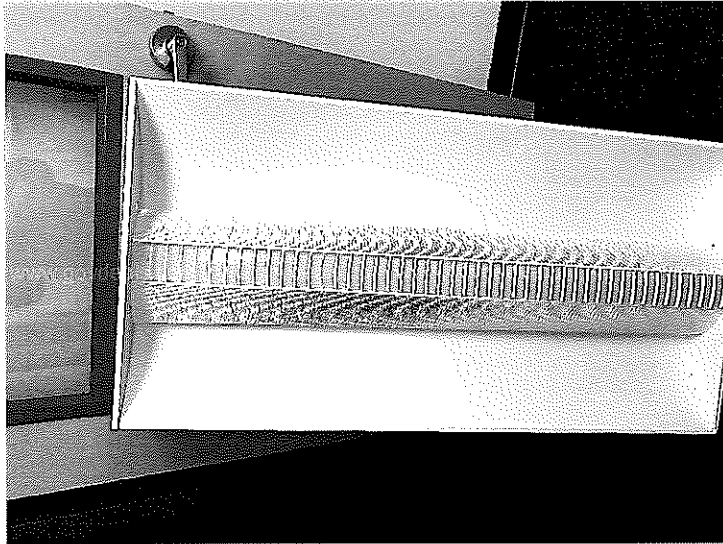
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RECESSD LIGHTING

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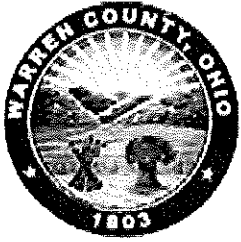
Condition	Category	Inventory ID
Used/See Description	Electrical Supplies	<u>FAC210027</u>

RECESSED LIGHTING: 2 X 4 RECESSED LIGHTING. 1 SKID, TOTAL OF 16 LIGHTS.

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information



Seller Name Warren County, OH

Asset Contact [Traci Guthrie](#) (Phone: 513-695-2008)

Asset Location 430 Justice Dr
Lebanon, Ohio 45036-2384
[Map to this location](#)

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OWOFAN FAUCET

Auction Ends **ET**

Starting Bid **\$0.00**

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Condition	Category	Inventory ID
Used/See Description	Plumbing Equipment and Supplies	FAC210026
OWOFAN FAUCET.		

? Questions and Answers

There are currently no questions posted for this asset.

>> Seller Information



Seller Name Warren County, OH

Asset Contact [Traci Guthrie](#) (Phone: 513-695-2008)

Asset Location 430 Justice Dr
Lebanon, Ohio 45036-2384
[Map to this location](#)

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Quick Asset Lookup (QAL) #: 3051-3976 (GD)



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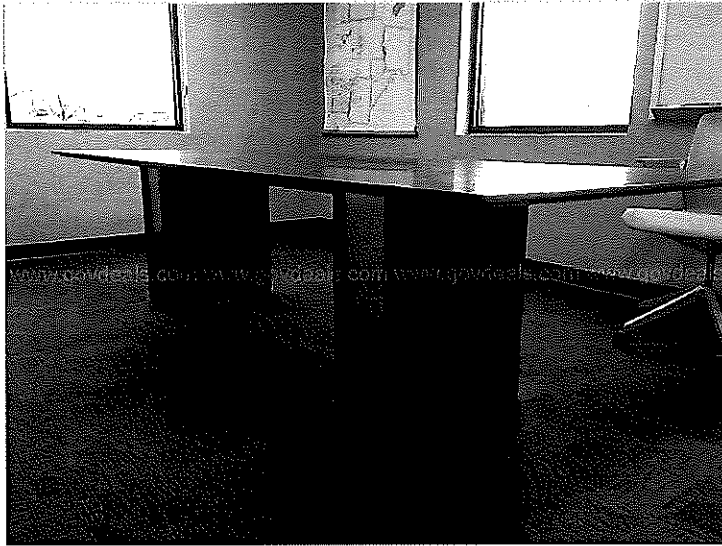
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Condition

Category

Inventory ID

Used/See Description

Furniture/Furnishings

FAC210025

CONFERENCE TABLE LENGTH: 10' WIDTH: 44" HEIGHT: 29"

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information



Seller Name Warren County, OH

Asset Contact [Traci Guthrie](#) (Phone: 513-695-2008)

Asset Location 430 Justice Dr
Lebanon, Ohio 45036-2384
[Map to this location](#)

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Quick Asset Lookup (QAL) #: 3051-3975 (GD)



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Michael D. Shadoan
Director

GovDeals Item Inspection Form

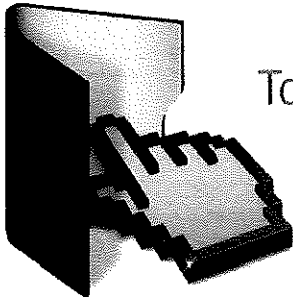
Grants

Date:

Mar 15, 2021

001

Ford Startrans E350 Bus #303



Click Here
To Upload Your
First Image

Select Item Type

Vehicle

Vin #

1FDEE3FL6BDB12383

Title restriction?

Yes No

Odometer Reading

194,223

Accurate?

Yes No Unknown

Year

2011

Make

FORD

Model

Startrans E350

Does it Start?

Yes No With Boost

Does it run?

Yes No

Color

White

Exterior Condition?

Good Minor Dents, Dings
Scratches or rust

Severe dents, Dings
Scratches or Rust

Interior

Cloth Leather Other

Interior Condition?

Good Fair Poor

Additional Comments



(Click above to add additional picture)

(Click above to add additional picture)

(Click above to add additional picture)

Name: Susanne Mason

Title: Director

Phone Number 513-695-1210

Location of Item: 220 Senate Drive, Monroe, Ohio

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

Warren County Facilities Management

GovDeals #

GRA21002

430 South East Street
513-695-1463

Michael D. Shadoan
Director

GovDeals Item Inspection Form

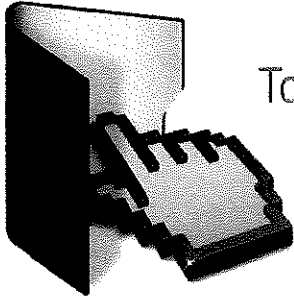
Grants

Date:

Mar 15, 2021

002

Ford Startrans E350 Bus #304



Click Here
To Upload Your
First Image

Select Item Type

Vehicle

Vin #

1FDEE3FL8BDB12384

Title restriction?

Yes No

Odometer Reading

235,572

Yes

Accurate?

No Unknown

Year

2011

Make

FORD

Model

Startrans E350

Does it Start?

Yes No With Boost

Does it run?

Yes No

Color

White

Exterior Condition?

Good Minor Dents, Dings
Scratches or rust

Sever dents, Dings
Scratches or Rust

Interior

Cloth Leather Other

Interior Condition?

Good Fair Poor

Additional Comments



(Click above to add additional picture)

(Click above to add additional picture)

(Click above to add additional picture)

Name: Susanne Mason

Title: Director

Phone Number 513-695-1210

Location of Item: 220 Senate Drive, Monroe, Ohio

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

Warren County Facilities Management

430 South East Street
513-695-1463

GovDeals # GRA21003

Michael D. Shadoan
Director

GovDeals Item Inspection Form

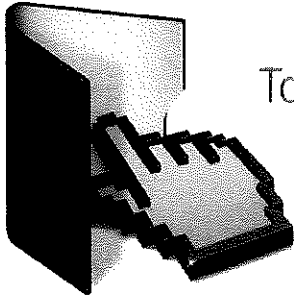
Grants

Date:

Mar 15, 2021

003

Ford Startrans E350 Bus #305



Click Here
To Upload Your
First Image

Select Item Type

Vehicle

Vin #

1FDEE3FLXBDB12385

Title restriction?

Yes No

Odometer Reading

262,779

Yes

Accurate?

No Unknown

Year

2011

Make

FORD

Model

Startrans E350

Does it Start?

Yes No With Boost

Does it run?

Yes No

Color

White

Exterior Condition?

Good Minor Dents, Dings
Scratches or rust

Severe dents, Dings
Scratches or Rust

Interior

Cloth Leather Other

Interior Condition?

Good Fair Poor

Additional Comments



(Click above to add additional picture)

(Click above to add additional picture)

(Click above to add additional picture)

Name: Susanne Mason

Title: Director

Phone Number 513-695-1210

Location of Item: 220 Senate Drive, Monroe, Ohio

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

Warren County Facilities Management

GovDeals# **GRA21004**

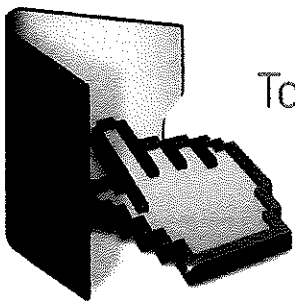
430 South East Street
513-695-1463

Michael D. Shadoan
Director

GovDeals Item Inspection Form

Grants: _____ Date: **Mar 15, 2021** 004

Ford Startrans E350 Bus #306



Click Here
To Upload Your
First Image

Select Item Type: **Vehicle**

Vin # **1FDEE3FL1BDB12386** Title restriction? Yes No

Odometer Reading **233,754** Accurate? Yes No Unknown

Year **2011** Make **FORD**

Model **Startrans E350** Does it Start? Yes No With Boost Does it run? Yes No

Color **White** Exterior Condition? Good Minor Dents, Dings, Scratches or rust Severe dents, Dings, Scratches or Rust

Interior Cloth Leather Other Interior Condition? Good Fair Poor

Additional Comments



(Click above to add additional picture)

(Click above to add additional picture)

(Click above to add additional picture)

Name: **Susanne Mason**

Title: **Director**

Phone Number **513-695-1210**

Location of Item: **220 Senate Drive, Monroe, Ohio**

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

Warren County Facilities Management

GovDeals #

SHF21103

430 South East Street
513-695-1463

Michael D. Shadoan
Director

GovDeals Item Inspection Form

Sheriff

Date:

Feb 22, 2021

103

2014 Ford Taurus



Select Item Type

Vehicle

Vin #

1FAHP2MT5EG155100

Title restriction?
 Yes No

Odometer Reading

97840

Accurate?
 Yes No Unknown

Year

2014

Make

FORD

Model

Taurus

Does it Start?

Yes No With Boost

Does it run?

Yes No

Color

Black

Exterior Condition?

Good Minor Dents, Dings
Scratches or rust

Sever dents, Dings
Scratches or Rust

Interior

Cloth Leather Other

Interior Condition?

Good Fair Poor

Additional Comments

Engine type: 3.5L V6 gas, Vehicle was maintained every 4000 miles-Records are available. Automatic Transmission. Tire good condition T/D: 9/32nds. Major Damage: Crashed in front right side fender and door damage. Decals have been removed there are holes in the exterior from police equipment. Interior color Grey Cloth and Vinyl. Holes from police equipment in dash and floor. Stock radio AM/FM, AC, Cruise Control, Tilt Steering, Remote mirror, Power Steering, windows, door lock and seats.



(Click above to add additional picture)



(Click above to add additional picture)



(Click above to add additional picture)

Name: Nicki Bishop

Title: WCSO - Fiscal

Phone Number X1285

Location of Item: Warren County Garage 1433 W. Main Street Lebanon Ohio 45036

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

Warren County Facilities Management

GovDeals # SHF21104

430 South East Street
513-695-1463

Michael D. Shadoan
Director

GovDeals Item Inspection Form

Sheriff _____ Date: Feb 22, 2021 _____ 104

2012 GMC Savannah 2500 Van



Select Item Type:

Vin #: Title restriction? Yes No

Odometer Reading: Accurate? Yes No Unknown

Year: Make:

Model: Does it Start? Yes No With Boost Does it run? Yes No

Color: Exterior Condition? Good Minor Dents, Dings Scratches or rust Sever dents, Dings Scratches or Rust

Interior: Cloth Leather Other Interior Condition? Good Fair Poor

Additional Comments

Engine type: 4.8L V8 gas, maintained every 4000 miles, records available. Repairs needed: Rusted Exhaust. Automatic Transmission, 2 Wheel drive, Exterior: minor scratches/dents, decals have been removed, tire good condition T/D: 10/32nds Interior: Grey in color, driver seat is ripped, holes in dash/floor from police equipment. Radio is stock AM/FM, AC, dual airbags, cruise control, tilt steering, power steering, windows, door locks.



(Click above to add additional picture)



(Click above to add additional picture)



(Click above to add additional picture)

Name: Nicki Bishop Title: WCSO - Fiscal Phone Number x1285

Location of Item: Warren County Garage 1433 W. Main Street Lebanon Ohio 45036

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

Warren County Facilities Management

GovDeals #

TRE21003

430 South East Street
513-695-1463

Michael D. Shadoan
Director

GovDeals Item Inspection Form

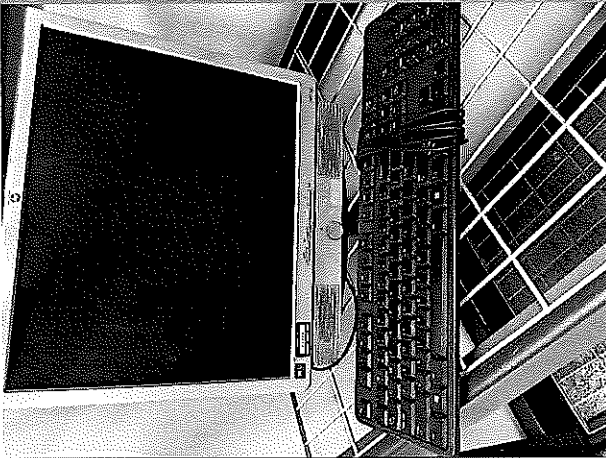
Treasurer

Date

Mar 9, 2021

003

1HP SCREEN AND KEYBOARD



Select Item Type

Single Item

Category

Office Equipment/Supplies

Brand

HP

Model #

Serial #

Date Removed From Service

3/9/21

Did Item Work When Removed?

Yes

No

Unknown

Additional Comments

(Click above to add additional picture)

(Click above to add additional picture)

(Click above to add additional picture)

Name: DEBBIE PARSON

Title: LEGAL ASSISTANT/DEPUTY TREA

Phone Number 5136951300

Location of Item: TREA OFFICE STORE ROOM

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

Warren County Facilities Management

GovDeals #

TRE21002

430 South East Street
513-695-1463

Michael D. Shadoan
Director

GovDeals Item Inspection Form

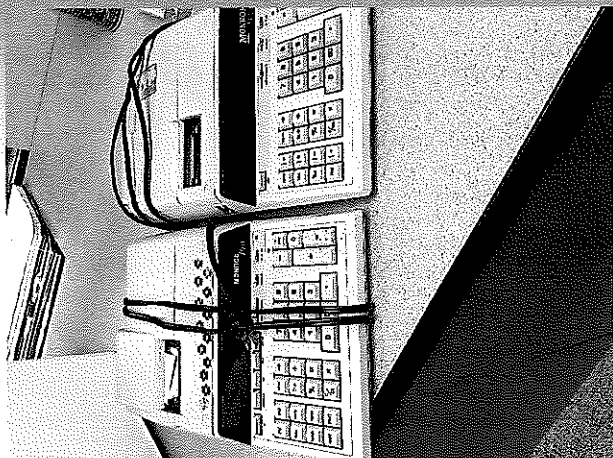
Treasurer

Date

Mar 9, 2021

002

2 MONROE ADDING MACHINES



Select Item Type

Single Item

Category

Office Equipment/Supplies

Brand

MONROE

Model #

Serial #

Date Removed From Service

3/9/21

Did Item Work When Removed?

Yes

No

Unknown

Additional Comments

(Click above to add additional picture)

(Click above to add additional picture)

(Click above to add additional picture)

Name: DEBBIE PARSON

Title: LEGAL ASSISTANT/DEPUTY TREA

Phone Number 5136951300

Location of Item: TREA OFFICE STORE ROOM

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

Warren County Facilities Management

GovDeals # TRE21001

430 South East Street
513-695-1463

Michael D. Shadoan
Director

GovDeals Item Inspection Form

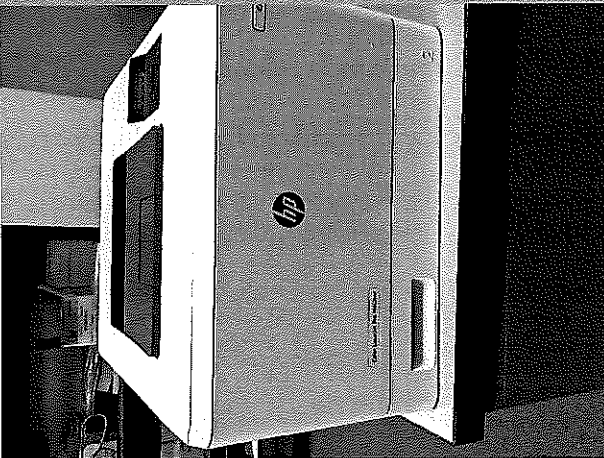
Treasurer

Date:

Mar 9, 2021

001

HP COLOR LASER JET PRO M452 NW



Select Item Type

Single Item

Category

Office Equipment/Supplies

Brand

HP

Model #

JET PRO M452NW

Serial #

Date Removed From Service

3/9/21

Did Item Work When Removed?

Yes

No

Unknown

Additional Comments

(Click above to add additional picture)

(Click above to add additional picture)

(Click above to add additional picture)

Name: Debbie Parson

Title: Legal Assistant/Deputy Trea

Phone Number 695-1300

Location of Item: Treasurer Store Room

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

Warren County Facilities Management

GovDeals #

WAT21001

430 South East Street
513-695-1463

Michael D. Shadoan
Director

GovDeals Item Inspection Form

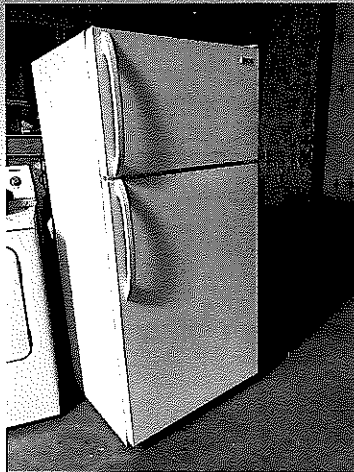
Water & Sewer - Water

Date:

3/3/2021

001

(Kelvinator Refrigerator)



Select Item Type

Single Item

Category

Cafeteria and Kitchen Equipment

Brand

Kelvinator

Model #

125A

Serial #

218888800

Date Removed From Service

2/11/21

Did Item Work When Removed?

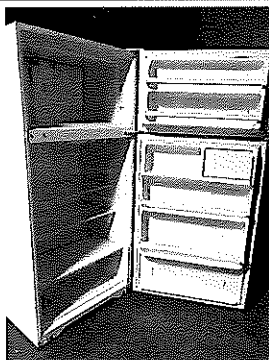
Yes

No

Unknown

Additional Comments

Not sure of what year this refrigerator was manufactured. I would estimate sometime in 1990's. Was taken out of service due to age and an issue with the refrigerator freezing food and liquid regardless of thermostat setting.



(Click above to add additional picture)



(Click above to add additional picture)



(Click above to add additional picture)

Name: Michael B. Zeiher

Title: Business Manager

Phone Number 513-695-1642

Location of Item: Facilities Garage

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

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

Resolution

Number 21-0408

Adopted Date March 23, 2021

ACKNOWLEDGE PAYMENT OF BILLS

BE IT RESOLVED, to acknowledge payment of bills from 3/16/21 and 3/18/21 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 23rd day of March 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/tao

cc: Auditor _____

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

Resolution

Number 21-0409

Adopted Date March 23, 2021

APPROVE A SUBDIVISION PUBLIC IMPROVEMENT PERFORMANCE AND MAINTENANCE SECURITY RELEASE WITH HOPEWELL VALLEY DEVELOPMENT, LLC FOR THE VILLAGES OF HOPEWELL VALLEY, SECTION FIVE SITUATED IN HAMILTON TOWNSHIP

BE IT RESOLVED upon recommendation of the Warren County Sanitary Engineer to approve the following security release.

RELEASE

Bond Number	:	17-022 (W/S)
Development	:	Villages of Hopewell Valley, Section Five
Developer	:	Hopewell Valley Development, LLC
Township	:	Hamilton
Amount	:	\$9,252.23
Surety Company	:	Cincinnati Insurance Companies

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 23rd day of March 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cgb

cc: Hopewell Valley Dev, LLC, 1252 Goshen Pike, Milford, OH 45150
Cincinnati Insurance Companies 6200 South Gilmore Road, Fairfield, OH 45014
Water/Sewer (file)
Bond Agreement File

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

Resolution

Number 21-0410

Adopted Date March 23, 2021

APPROVE VARIOUS RECORD PLATS

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

- First National Subdivision, Phase III – Turtlecreek Township

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

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

Resolution adopted this 23rd day of March 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Plat File
RPC

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

Resolution

Number 21-0411

Adopted Date March 23, 2021

APPROVE AN OPERATIONAL TRANSFER FROM COMMISSIONERS FUND #11011112 INTO HUMAN SERVICES FUND #2203

WHEREAS, the Department of Human Services has requested that the ninth disbursement of their mandated share for SFY 2021 be transferred into the Human Services Public Assistance Fund #2203; and

NOW THEREFORE BE IT RESOLVED, to approve the following operational transfer from Commissioners Fund #1101 into Human Services Fund #2203:

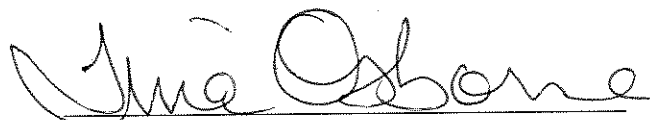
\$ 15,933.00 from #11011112-5742 (Commissioners Grants - Public Assistance)
into #2203-49000 (Human Services - Public Assistance)

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 23rd day of March 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor ✓
Operational Transfer file
Human Services (file)
OMB

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

Resolution

Number 21-0412

Adopted Date March 23, 2021

APPROVE APPROPRIATION ADJUSTMENT WITHIN TREASURER'S OFFICE FUND
#11011130

BE IT RESOLVED, to approve the following appropriation adjustment:

\$ 10,000.00 From #11011130-5114 (Overtime)
 Into #11011130-5400 (Purchased Services)

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

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

Resolution adopted this 23rd day of March 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

/cs

cc: Auditor
Appropriation Adj. file
Treasurer (file)

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

Resolution

Number 21-0413

Adopted Date February 23, 2021

APPROVE APPROPRIATION ADJUSTMENT WITHIN ENGINEER FUND 2202

BE IT RESOLVED, to approve the following appropriation adjustments for vacation payouts for Jeffrey Hawkins and Carlos Fox retirements:

\$21,000.00	from	#22023130-5210	(Regular Salaries)
	into	#22023130-5882	(Vacation Payouts)

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 23rd day of March 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Appropriation Adj. file
Engineer (file)

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

Resolution

Number 21-0414

Adopted Date March 23, 2021

APPROVE APPROPRIATION ADJUSTMENT WITHIN CHILDREN SERVICES FUND
#2273

BE IT RESOLVED, to approve the following appropriation adjustment:

\$130,000.00 from #22735100-5447 (Child Placement Specialized)
into #22735100-5410 (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 23rd day of March 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

jc/

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

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

Resolution

Number 21-0415

Adopted Date March 23, 2021

APPROVE APPROPRIATION ADJUSTMENTS WITHIN SHERIFF'S OFFICE FUND #6630

BE IT RESOLVED, to approve the following appropriation adjustments within Warren County Sheriff's Office Fund #6630:

\$6,141.98 from 66302258-5830 (Workers Compensation)
 into 66302258-5881 (Sick Leave Payout)

\$9,147.22 from 66302258-5114 (Overtime Pay)
 into 66302258-5881 (Sick Leave Payout)


\$21,754.83 from 66302258-5114 (Overtime Pay)
 into 66302258-5882 (Vacation Leave Payout)

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

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

Resolution adopted this 23rd day of March 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

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

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

Resolution

Number 21-0416

Adopted Date March 23, 2021

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.

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

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

Resolution adopted this 23rd day of March 2021.

BOARD OF COUNTY COMMISSIONERS

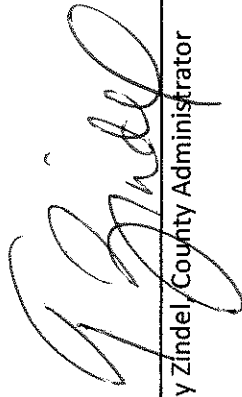

Tina Osborne, Clerk

cc: Commissioners' file

REQUISITIONS

Department	Vendor Name	Description	Amount
TEL	HEWLETT PACKARD ENTERPRISE COMPANY	HP BLADE SUPPORT RENEWAL	\$ 8,242.08
WAT	STANTEC CONSULTING SERVICES INC	HUNTER SEWER SYSTEM IMPROVEMENTS	\$ 244,000.00

3/23/2021 APPROVED:



Tiffany Zindel, County Administrator

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

Resolution

Number 21-0417

Adopted Date March 23, 2021

APPROVE LEASE AGREEMENTS WITH OHIO DEPARTMENT OF PUBLIC SAFETY
RELATIVE TO 19 DAVE AVENUE LEBANON OHIO AND AUTHORIZE COUNTY
ADMINISTRATOR TO SIGN DOCUMENTS RELATIVE THERETO


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

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

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

Resolution adopted this 23rd day of March 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

/to

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

ADDENDUM NO. 2 TO LEASE

It is hereby mutually agreed by and between

Warren County Board of Commissioners

as **Lessor**, and

Ohio Department of Public Safety

as **Lessee**, that effective July 1, 2021, a certain lease entered into as of July 1, 2017, covering 1,638 square feet of office space and described as:

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

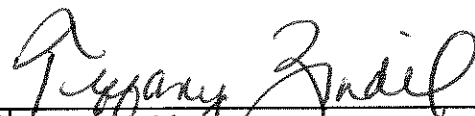
be amended as follows:

Article II.	<u>Add:</u>	The lease will extend for an additional term beginning July 1, 2021 through June 30, 2023.
		The annual rental rate will remain at \$13,923.00 or \$1,160.25 a month during the next renewal period.



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

LESSOR

Warren County Board of Commissioners

By: 
 Name: Tiffany Zindel (1)
 Title: County Administrator
 Date: 8/23/21

Witnesses:


 Name Linda Lander

 Name Tina Osborne

By: _____ (2)
 Name: _____
 Title: _____
 Date: _____

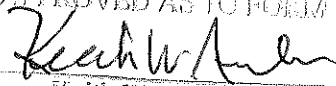
 Name

 Name

By: _____ (3)
 Name: _____
 Title: _____
 Date: _____

 Name

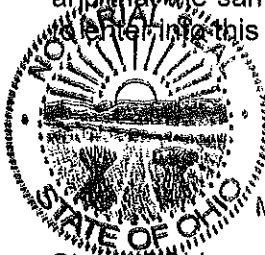
 Name

APPROVED AS TO FORM

 Keith W. Anders Page 1 of 2
 Asst. Prosecuting Attorney

ACKNOWLEDGMENT BY THE LESSOR

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

On this 23 day of March, 2021, before me personally appeared Tiffany Zindel known to be the authorized individual to act on behalf of the Lessor, who acknowledged that (s)he executed the foregoing Lease on behalf of the Lessor and that the same is his (her) free and voluntary act and deed, and that (s)he is duly authorized to enter into this Lease.



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

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

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

On this ____ day of _____, 20__, before me personally appeared _____ known to be the authorized individual to act on behalf of the Lessor, who acknowledged that (s)he executed the foregoing Lease on behalf of the Lessor and that the same is his (her) free and voluntary act and deed, and that (s)he is duly authorized to enter into this Lease.

Notary Public, State of: _____
My Commission Expires: _____

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

On this ____ day of _____, 20__, before me personally appeared _____ known to be the authorized individual to act on behalf of the Lessor, who acknowledged that (s)he executed the foregoing Lease on behalf of the Lessor and that the same is his (her) free and voluntary act and deed, and that (s)he is duly authorized to enter into this Lease.

Notary Public, State of: _____
My Commission Expires: _____

LESSEE:
Ohio Department of Public Safety

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

Date: _____

ADDENDUM NO. 2 TO LEASE

It is hereby mutually agreed by and between

Warren County Board of Commissioners

as **Lessor**, and

Ohio Department of Public Safety

as **Lessee**, that effective July 1, 2021, a certain lease entered into as of July 1, 2017, covering 1,419 square feet of office space and described as:

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

be amended as follows:

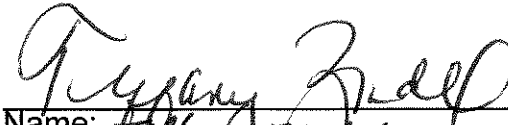
Article II.	<u>Add:</u>	The lease will extend for an additional term beginning July 1, 2021 through June 30, 2023.
		The annual rental rate will remain at \$12,061.50 during the next renewal period.


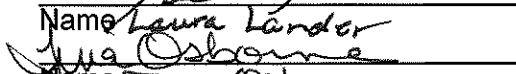
Renewal Period	Cost per Sq. Ft.	Yearly Rent	1 st Quarter Rental Amount	2 nd , 3 rd and 4 th Quarters Rental Amount
7-1-2021 to 6-30-2023	\$8.50	\$12,061.50	\$3,015.39	\$3,015.37

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

LESSOR:
Warren County Board of Commissioners

Witnesses:

By: 
 Name: Tiffany Zindel (1)
 Title: County Administrator
 Date: 3/23/21


 Name: Laura Lander

 Name: Tina Osborne

By: _____ (2)
 Name: _____
 Title: _____
 Date: _____

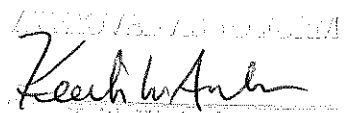
 Name

 Name

By: _____ (3)
 Name: _____
 Title: _____
 Date: _____

 Name

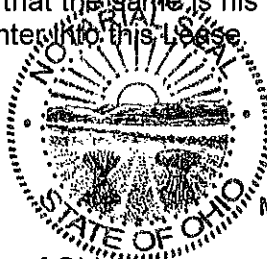
 Name


 Keith W. Anderson
 Asst. Prosecutor

ACKNOWLEDGMENT BY THE LESSOR

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

On this 23 day of March, 2021, before me personally appeared Tiffany Zindel known to be the authorized individual to act on behalf of the Lessor, who acknowledged that (s)he executed the foregoing Lease on behalf of the Lessor and that the same is his (her) free and voluntary act and deed, and that (s)he is duly authorized to enter into this Lease.



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

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

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

On this ____ day of _____, 20____, before me personally appeared _____ known to be the authorized individual to act on behalf of the Lessor, who acknowledged that (s)he executed the foregoing Lease on behalf of the Lessor and that the same is his (her) free and voluntary act and deed, and that (s)he is duly authorized to enter into this Lease.

Notary Public, State of: _____
My Commission Expires: _____

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

On this ____ day of _____, 20____, before me personally appeared _____ known to be the authorized individual to act on behalf of the Lessor, who acknowledged that (s)he executed the foregoing Lease on behalf of the Lessor and that the same is his (her) free and voluntary act and deed, and that (s)he is duly authorized to enter into this Lease.

Notary Public, State of: _____
My Commission Expires: _____

LESSEE:
Ohio Department of Public Safety

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

Date: _____

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

Resolution

Number 21-0418

Adopted Date March 23, 2021

AUTHORIZE THE WARREN COUNTY VETERANS SERVICE COMMISSION TO ACCEPT THE DONATION OF AN M114A2 HOWITZER STATIC DISPLAY FOR THE VETERANS MEMORIAL PARK

WHEREAS, the US Army Tank- Automotive and Armaments Command is donating an M114A2 Howitzer static display to the Warren County Veterans Commission to display at the Veterans memorial site located at 320 E. Silver Street; and

WHEREAS, the M114A2 Howitzer is fully inoperable as per U.S. Military regulation and for display only; and

NOW THEREFORE BE IT RESOLVED, to authorize the Warren County Veteran Service Commission to accept the donation of an M114A2 Howitzer Static Display for the Veterans Memorial Park.

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

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

Resolution adopted this 23rd day of March 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Commissioners' (file)
Veterans (file)