

Resolution

Number 22-1809

Adopted Date November 29, 2022

APPROVE EMERGENCY PROCUREMENT FOR THE REPAIR OF A COLLAPSED SANITARY MAIN LOCATED ON MIAMI ST. IN WAYNESVILLE

WHEREAS, the Water & Sewer Department encountered a collapsed sanitary sewer main on Miami St. in Waynesville while doing routine televising; and

WHEREAS, the collapse, if left unrepaired, will cause potential backups and hinder the health of the public; and

WHEREAS, the Warren County Water and Sewer Department recommends immediate point repairs to the three collapsed section of pipe; and

NOW THEREFORE BE IT RESOLVED, to approve Purchase Order No. XXXXXX with Majors Enterprises, Inc in the amount of \$35,000 for the for the point repairs on Miami St in Waynesville.

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

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 29th day of November 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

caw

cc: Auditor
Water/Sewer (file)

Resolution

Number 22-1810

Adopted Date November 29, 2022

APPROVE THE AMENDMENT TO FOOD SERVICE CONTRACT WITH ARAMARK CORRECTIONAL SERVICES, LLC., ON BEHALF OF WARREN COUNTY JUVENILE COURT

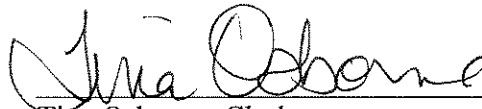
BE IT RESOLVED, to approve the amendment to the food service contract with Aramark Correctional Services, LLC and for food services at the Warren County Juvenile Justice Facility, as attached hereto and made a part of hereof.

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

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

Resolution adopted this 29th day of November 2022.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: c/a – Aramark Correctional Services, LLC
Juvenile Court (file)

Amendment No. 3 to Food Service Contract

THIS AMENDMENT NO. 3 (the "Amendment") is entered into this 29 day of November, 2022 by and between the **Warren County Board of Commissioners** ("COUNTY") and **Aramark Correctional Services, LLC**, a Delaware limited liability company having its principal place of business located at 2400 Market Street, Philadelphia PA 19103 ("VENDOR").

WHEREAS, COUNTY and VENDOR entered into an Amended and Restated Food Service Contract dated January 8, 2020 for the management of the food service operation at the Warren County Juvenile Justice Facility (the "Agreement"); and

WHEREAS, the parties desire to amend the provisions of the Agreement as follows, effective January 1, 2023.

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises in the Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as set forth below.

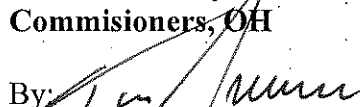
1. **Term:** In accordance with Paragraph 5 of the Agreement, the parties agree that the term of the Agreement shall be extended for a one (1) year period, effective January 1, 2023 through December 31, 2023.
2. **Price Adjustment:** In accordance with Paragraph 5(A) of the Agreement, the parties agree that the price per meal charged to the COUNTY by VENDOR shall be changed as set forth on Attachment A as a result of changes in the Consumer Price Index. This price shall be effective from January 1, 2023 through December 31, 2023, and shall supersede in all respects the price per meal set forth in Attachment A of the Agreement or in any other prior agreements between the parties.
3. Except as provided herein, the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be signed by their duly authorized representatives the day and year first written above.


Aramark Correctional Services, LLC

By: DocuSigned by:
Stephen Yarsinsky
8DD5AD02B0CD4AA
 Stephen Yarsinsky
 Vice President, Finance
 11/8/2022

Warren County Board of Commissioners, OH

By: 
 Name: Tom Grossmann
 Title: President

APPROVED AS TO FORM


 Adam M. Nice
 Asst. Prosecuting Attorney

Resolution

Number 22-1811

Adopted Date November 29, 2022

APPROVE ADDENDA TO AGREEMENT WITH HEALING PATHWAYS TRADITIONAL HOMES, INC. RELATIVE TO HOME PLACEMENT AND RELATED SERVICES ON BEHALF OF WARREN COUNTY CHILDREN SERVICES

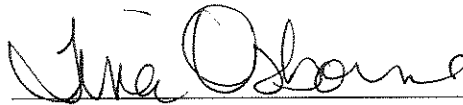
BE IT RESOLVED, to approve and authorize the Warren County Board of Commissioners to enter into the addenda to agreement with Healing Pathways Traditional Homes, Inc. relative to home placement and related services for calendar year 2022-2023, on behalf of Children Services as attached hereto and made a part hereof.

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

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

Resolution adopted this 29th day of November 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a – Healing Pathways Traditional Homes, Inc.
Children Services (file)

Ohio Department of Job and Family Services

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

ADDENDA TO AGREEMENT

The following addendum sets forth the terms and conditions between the parties for services for children involved with 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 Healing Pathways Transitional Homes, Inc. hereinafter "Provider," whose address is:

Healing Pathways Transitional Homes, Inc.
1667 State Ave
Cincinnati, OH 45204

Collectively the "Parties".

Contract ID: 19299314

Originally Dated: 03/01/2022 to 05/31/2023

Ohio Department of Job and Family Services

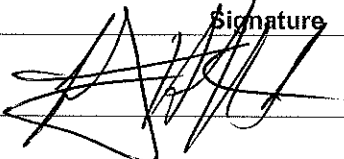
**AGREEMENT FOR TITLE IV-E AGENCIES AND PROVIDERS FOR
THE PROVISION OF CHILD PLACEMENT**

Addenda Number 2:


Addenda Reason:	Amount
Addenda Begin Date:	09/01/2022
Addenda End Date:	
Increased Amount:	\$100,000.00
Article Name:	
Addenda Reason Narrative:	
Need to increase contract amount.	

SIGNATURE OF THE PARTIES

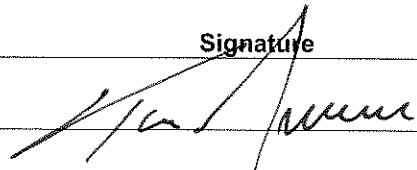
Provider: Healing Pathways Transitional Homes, Inc.

Print Name & Title	Signature	Date
LIDAIRIOUS HAFORD - DIRECTOR		11/10/2022

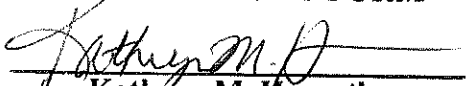
Agency: Warren County Children Services

Print Name & Title	Signature	Date
Shawna Jones, Director		11-15-22

Additional Signatures

Print Name & Title	Signature	Date
Tom Grossmann, President		11/29/22

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**

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 Healing Pathways Transitional Homes, Inc., hereinafter "Provider," whose address is:

Healing Pathways Transitional Homes, Inc.

Collectively the "Parties".

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RECITALS

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

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

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

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

Article I. SCOPE OF PLACEMENT SERVICES

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

Section 1.01 FOR AGREEMENTS COMPETITIVELY PROCURED

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

Section 1.02 FOR AGREEMENTS NOT COMPETITIVELY PROCURED

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

Section 1.03 EXHIBITS

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

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

Article II. TERM OF AGREEMENT

This Agreement is in effect from 03/01/2022 through 05/31/2023, unless this Agreement is suspended or terminated pursuant to Article VIII prior to the termination date.

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

Carman, Jennifer L

From: Healing Pathways <healingpathwaysinc@gmail.com>
Sent: Thursday, June 2, 2022 10:36 AM
To: Carman, Jennifer L
Subject: Re: Article II. Term of Agreement

Yes, I approve.

On Thu, Jun 2, 2022 at 10:32 AM Jennifer.Carman@jfs.ohio.gov <Jennifer.Carman@jfs.ohio.gov> wrote:

Good Morning,

After our Prosecutor reviewed our contract, she noticed that Article II. Term of Agreement of the contract was left blank and needs filled out. I have attached the page of the contract that I am referring too. I would like to put zeros in the three blank spaces, please let me know by responding to this email if it is okay that I do this before I send it back to our Prosecutor for approval.

Please let me know if you have any questions.

Thank you,

Jenny Carman

Business Manager/Admin Supervisor

Warren County Children Services

416 S. East Street

Lebanon, Ohio 45036

Desk - (513) 695-1520

Fax - (513) 695-1880

jennifer.carman@jfs.ohio.gov

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; and
 10. The filing of any law enforcement report involving the child.
- I. The Provider also agrees to notify the Agency within Twenty-four (24) hours, of any non-emergency situations. Non-emergency situations include but are not limited to the following:
1. When physical restraint is used/applied; and
 2. Medication lapses or errors.

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

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

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

- M. The Provider shall participate in a Placement Preservation meeting if requested by the Agency prior to issuing a notice of removal of a child. A placement Preservation meeting shall be held within seven (7) business days of said request. Unless otherwise mutually agreed upon a minimum of thirty (30) calendar days' notice shall be given if placement preservation is unable to be achieved. A Discharge Plan Summary shall be provided no later than fifteen (15) calendar days after the date of discharge in accordance with the applicable licensed or certified program. (OAC 5101:2-5-17, OAC 5122-30-22, OAC 5122-30-04, OAC 5123:2-3-05).
- N. The Provider shall work in cooperation and collaboration with the Agency to provide information for each child's Lifebook and will fully comply with the provision of OAC 5101:2-42-67 as applicable to private Providers. Provider's contribution to the Agency Lifebook for a child shall be for the episode of care with the Provider.
- O. The Provider agrees to provide Independent Living Services as set forth in accordance with OAC 5101:2-42-19 for all children age 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. The Agency acknowledges that clinical treatment decisions must be recommended by licensed clinical professionals. Agency and Provider acknowledge that disagreement with a treatment decision may be taken through the dispute resolution process contained in Article XIV of this Agreement.
- D. Agency agrees to visit with the child in accordance with rule OAC 5101:2-42-65 of the Ohio Administrative Code.
- E. Agency agrees to participate in periodic meetings with each child's treatment team for case treatment plan development, review, and revision. The Agency agrees to participate in the development of the treatment plan of each child placed with the Provider by the Agency.
- F. Agency certifies that it will comply with Every Student Succeeds Act (34 CFR part 200) and will work with local school districts in developing individualized plans to address the transportation needed for a child to remain in the school of origin. Agency agrees to arrange for the transfer of each child's school records to the child's new school upon placement but not later than ten (10) business days. The Agency agrees to work with the Provider for the timely enrollment of the child in the receiving school district. The Agency has the final responsibility to obtain the child's school records and to enroll the child in the receiving school district.
- G. The Agency shall provide an opportunity for the Provider to give input in the development, substantive Addendum or modification of case plans. The Agency agrees to notify the Provider of scheduling no less than seven (7) calendar days prior to of all formal meetings (e.g. SARs, court hearings, family team conferences, etc.).
- H. The Agency shall participate in a Placement Preservation meeting if requested by the Provider prior to issuing a notice of removal of a child. The Agency shall provide a minimum of thirty (30) calendar days' notice for planned removals, to the Provider for each child who is being terminated from placement with the Provider, unless so ordered by a court of competent jurisdiction.
- I. Agency agrees to provide the Provider with an emergency contact on a twenty-four (24) hour, seven (7) day per week basis.
- J. The Agency represents:
 1. It has adequate funds to meet its obligations under this Agreement; subject to the availability of funds as referenced in Article VIII (I);
 2. It intends to maintain this Agreement for the full period set forth herein and has no reason to believe that it will not have sufficient funds to enable it to make all payments due hereunder during such period; and

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

Article VII. INVOICING FOR PLACEMENT SERVICES

- A. The Provider agrees to submit a monthly invoice following the end of the month in which services were provided. The invoice shall be for services delivered in accordance with Article I of this Agreement and shall include:
1. Provider's name, address, telephone number, 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; and
 - f. Other costs - (any other cost the Title IV-E Agency has agreed to participate in); non-allowable/non-reimbursable cost.
- B. Provider warrants and represents claims made for payment for services provided are for actual services rendered and do not duplicate claims made by Provider to other sources of public funds for the same service.

Article VIII. REIMBURSEMENT FOR PLACEMENT SERVICES

- A. The maximum amount payable pursuant to this contract is **\$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 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 230, Cost Principles for Non-Profit Organizations.
 6. For Public Agencies: 2 CFR part 225, Cost Principles for State, Local and Indian Tribal Government.
 7. 2 CFR part 200.501, Audit Requirements.

Article XIV. GRIEVANCE/DISPUTE RESOLUTION PROCESS

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

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

Article XV. ADDENDA

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

Article XVI. NOTICE

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

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

if to Provider, to Healing Pathways Transitional Homes, Inc.

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

5. Failure of the Agency to demand such certificate or other evidence of full compliance with these insurance requirements or failure of the Agency to identify a deficiency from evidence provided shall not be construed as a waiver of Provider's obligation to maintain such insurance.
6. Provider shall declare any self-insured retention to the Agency pertaining to liability insurance. Provider shall provide a financial guarantee satisfactory to the Agency guaranteeing payment of losses and related investigations, claims administration and defense expenses for any self-insured retention.
7. If Provider provides insurance coverage under a "claims-made" basis, Provider shall provide evidence of either of the following for each type of insurance which is provided on a claims-made basis: unlimited extended reporting period coverage, which allows for an unlimited period of time to report claims from incidents that occurred after the policy's retroactive date and before the end of the policy period (tail coverage), or; continuous coverage from the original retroactive date of coverage. The original retroactive date of coverage means original effective date of the first claim-made policy issued for a similar coverage while Provider was under Agreement with the County on behalf of the Agency.
8. Provider will require all insurance policies in any way related to the work and secured and maintained by Provider to include endorsements stating each underwriter will waive all rights of recovery, under subrogation or otherwise, against the County and the Agency. Provider will require of subcontractors, by appropriate written agreements, similar waivers each in favor of all parties enumerated in this section.
9. Provider, the County, and the Agency agree to fully cooperate, participate, and comply with all reasonable requirements and recommendations of the insurers and insurance brokers issuing or arranging for issuance of the policies required here, in all areas of safety, insurance program administration, claim reporting and investigating and audit procedures.
10. Provider's insurance coverage shall be primary insurance with respect to the County, the Agency, their respective officials, employees, agents, and volunteers. Any insurance maintained by the County or the Agency shall be excess of Provider's insurance and shall not contribute to it.
11. If any of the work or Services contemplated by this Agreement is subcontractors, Provider will ensure that any subcontractors comply with all insurance requirements contained herein.
12. If the Agreement provider is a government entity, insurance requirements will be fulfilled under the County Risk Sharing Authority (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 Bureau of Criminal Investigation (BCI) criminal records check will sign a release of information to allow inspection and audit of the above criminal records transcripts or reports by the Agency or a private vendor hired by the Agency to conduct compliance reviews on their behalf.
2. Provider shall not assign any individual to work with or transport children until a BCI report and a criminal record transcript has been obtained.
3. Except as provided in Section C below, Provider shall not utilize an employee, foster caregiver or all of the above who has been convicted or plead guilty to any violations contained in ORC 5153.111(B)(1), ORC 2919.24, and ORC 2151.86, and OAC Chapters 5101:2-5, 5101:2-7, 5101:2-9, 5101:2-48.
4. Provider agrees to be financially responsible for any of the following requirements in OAC Chapters 5101:2-5, 5101:2-7, 5101:2-9 and 5101:2-48 resulting in financial penalty due to lack of compliance with the criminal records checks.

B. Transportation of Child

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

C. Rehabilitation

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

D. Verification of Job or Volunteer Application:

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

Article XXIII. PROHIBITION OF CORPORAL & DEGRADING PUNISHMENT

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

Article XXIV. FINDINGS FOR RECOVERY

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

Article XXV. PUBLIC RECORDS

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

Article XXVI. CHILD SUPPORT ENFORCEMENT

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

Article XXVII. DECLARATION OF PROPERTY TAX DELINQUENCY

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

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

Article XXVIII. SUBCONTRACTING AND DELEGATION

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

Article XXIX. PROPERTY OF AGENCY

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

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

Article XXX. SEVERABILITY

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

Article XXXI. NO ADDITIONAL WAIVER IMPLIED

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

Article XXXII. COUNTERPARTS

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

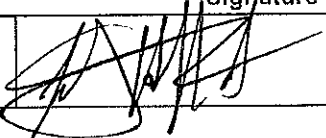
Article XXXIII. APPLICABLE LAW AND VENUE

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

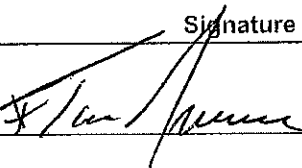
IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of the signature of the parties.

SIGNATURES OF PARTIES:

Provider: Healing Pathways Transitional Homes, Inc.

Print Name & Title	Signature	Date
LIDAIRIOUS HAFFORD - DIRECTOR		4/13/2022

Agency: Warren County Children Services

Print Name & Title	Signature	Date
Tom Grossmann, President		6.21.22

BY PROVIDER:

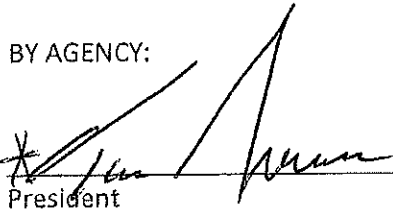
Signature _____

Date _____

Name: _____

Title: _____

BY AGENCY:



President

Date _____

Warren County Board of County Commissioners


Reviewed and recommended by:

Susan Walther
Executive Director

Date _____

Warren County Children Services

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 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 Healing Pathways Transitional Homes, Inc. hereinafter "Provider," whose address is:

Healing Pathways Transitional Homes, Inc.

Collectively the "Parties".

Contract ID: 19299314

Originally Dated: 03/01/2022 to 05/31/2023

Ohio Department of Job and Family Services

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

Addenda Number 1:

Addenda Reason: Other
Addenda Begin Date: 03/01/2022
Addenda End Date:
Increased Amount:
Article Name:

Addenda 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
 Provider / ID: Healing Pathways Transitional Homes, Inc. / 27985224

Run Date: 03/25/2022
 Contract Period: 03/01/2022 - 05/31/2023

Service Description	Service ID	Person 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	Cost Begin Date	Cost End Date
State Avenue Group Home (20954)	7637913			\$405.00	\$18.00							\$423.00	03/01/2022	03/31/2023

**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:

Z. 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.

AA. 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."

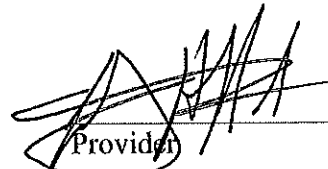
ALL TERMS AND CONDITIONS OF THE STANDARD AGREEMENT NOT SPECIFICALLY AMENDED, MODIFIED, ADDED, OR DELETED HEREBY SHALL REMAIN IN FULL FORCE AND EFFECT

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 22-0909, dated June 21, 2022, and by the duly authorized DIRECTOR of Healing Pathways Transitional Homes, Inc. [Provider].

SIGNATURES OF PARTIES:



President
Warren County Board of Commissioners



Provider

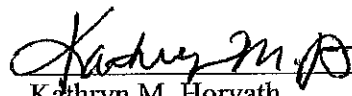
Date 6-21-22

Date 4/21/2022

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 HAMILTON

I, LIDAIRIOS HAFERD, holding the title and position of DIRECTOR at the firm HEALING PATHWAYS TRANSITIONAL CARE, INC, affirm that I am authorized to speak on behalf of the company, board directors and owners in setting the price on the contract, bid or proposal. I understand that any misstatements in the following information will be treated as fraudulent concealment of true facts on the submission of the contract, bid or proposal.

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

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

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

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

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

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

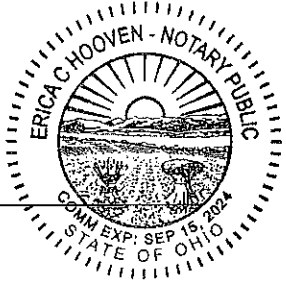
[Signature]
AFFIANT

Subscribed and sworn to before me this 21st day of April 20 22

Erica C. Hoover
(Notary Public),

Hamilton County.

My commission expires 09/15 20 24



Resolution

Number 22-1812

Adopted Date November 29, 2022

AUTHORIZE COUNTY ENGINEER TO APPROVE CHANGE ORDER #1 WITH RACK AND BALLAUER EXCAVATING CO., INC. FOR THE NORTHBOUND COLUMBIA ROAD RIGHT TURN LANE AT US 22/3 IMPORVEMENT PROJECT

WHEREAS, pursuant to Resolution #22-0484, adopted April 5, 2022, this Board awarded bid and entered into contract for the Columbia Road Turn Lane Project; and

WHEREAS, additional work must be performed in the completion of said project; and

NOW THEREFORE BE IT RESOLVED, to authorize the County Engineer to approve change order #1 with Rack and Ballauer Excavating Co., Inc. in the amount of \$32,778.84 resulting in an increase to purchase order #22001591, which is for a portion of the work, and a new contract price of \$446,781.39 for said purchase order. Copy of said change order is attached hereto and made a part thereof.

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

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

Resolution adopted this 29th day of November 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
c/a—Rack and Ballauer Excavating Co., Inc.
Engineer (file)



Warren County
 Engineer's Office
 210 W. Main Street
 Lebanon, Ohio 45036
 Phone: (513) 925-3301
 Fax (513) 695-7714

CHANGE ORDER

DATE: October 24, 2022

PO 22 001591

Contractor: Rack & Ballauer Excavating, Inc.
 Address: 11321 Paddy's Run Road
 Hamilton, Ohio 45013
 Change Order No.: 1
 Project Name: Columbia Road Turn Lane Project
 PO Number: 22001591
 PID Number: N/A

Ref. #	Item	DESCRIPTION	Diff. in QTY	Unit	UNIT PRICE	ADD	DELETE
202	Pavement Removed		326	SY	\$12.75	\$4,156.50	
202	Walk Removed		33	SY	\$1.55	\$51.15	
202	Curb and Gutter Removed		46	FT	\$7.00	\$322.00	
202	Pipe Removed, 24" and Under		29	FT	\$21.00		\$609.00
204	Subgrade Compaction		487	SF	\$6.50	\$3,165.50	
608	5" Concrete Walk		688.79	SF	\$7.25		\$4,993.73
608	Curb Ramp		440.77	SF	\$26.00	\$11,460.02	
Special	Undercutting Subgrade		339.45	CY	\$30.00		\$10,183.50
Special	Granular Repair of Subgrade		315.43	CY	\$45.00		\$14,194.35
659	Topsoil		38	CY	\$75.00	\$2,850.00	
659	Seeding and Mulching		617	SY	\$4.00	\$2,468.00	
659	Commercial Fertilizer		0.025	Ton	\$1,100.00		\$27.50
659	Water		1	Mgal	\$10.00		\$10.00
832	Erosion Control		1	Each	\$1,000.00		\$1,000.00
605	4" Shall Pipe Underdrains		24	FT	\$18.00		\$432.00
611	12" Conduit, Type B		32	FT	\$85.00		\$2,720.00
611	12" Conduit, Type C		1	FT	\$72.00	\$72.00	
611	Manhole Adjusted to Grade		1	Each	\$925.00		\$925.00
252	Full Depth Rigid Pavement Removal and Flexible Replacement		227	SY	\$88.00		\$19,976.00
254	Pavement Planing, Asphalt Course 1.5"		25	SY	\$3.25		\$81.25
302	Asphalt Concrete Base, PG64-22		262.17	Ton	\$105.00	\$27,527.85	
304	Aggregate Base		71.53	CY	\$80.00	\$5,722.40	
441	Asphalt Concrete Surface Course, Type 1		58.93	Ton	\$115.00	\$6,776.95	
441	Asphalt Concrete Intermediate Course, Type 2		64.39	Ton	\$115.00	\$7,401.85	
609	Combination Curb and Gutter, Type 2		42.5	FT	\$37.00	\$1,572.50	
609	Curb, Type 6		42	FT	\$37.00		\$1,554.00
638	8" Watermain Ductile Iron Pipe Class 52		21	FT	\$117.00	\$2,457.00	
638	3/4" Copper Service Branch		37	FT	\$98.00		\$3,626.00
638	1" Copper Service Branch		45.00	FT	\$103.00	\$4,635.00	

621	RPM	8	Each	\$74.13	\$593.04	
630	Ground Mounted Support, No. 3 Post	22	FT	\$15.00	\$330.00	
630	Removal of Ground Mounted Sign and Disposal	1	Each	\$25.00	\$25.00	
630	Sign Hanger Assembly, Span Wire	1	Each	\$215.00		\$215.00
630	Sign, Flat Sheet	5.75	SF	\$36.00		\$207.00
644	Edge Line, 4", Type 1	0.01	Mile	\$4,000.00		\$40.00
644	Channelizing Line, 8", Type 1	29	FT	\$1.60		\$46.40
644	Stop Line, Type 1	1	FT	\$6.50		\$6.50
644	Crosswalk Line, Type 1	27	FT	\$4.76		\$128.52
644	Removal of Pavement Markings	59	FT	\$7.98	\$470.82	
	Auxiliary Rack for Signal Box	1	LS	\$5,100.00	\$5,100.00	
	Rebuild Retaining Wall	1	LS	\$1,421.86	\$1,421.86	
	2" Copper Service with Meter Pit	1	LS	\$3,276.42	\$3,276.42	
	Additional Truncated Domes for Cross Walks	5	Each	\$300.00	\$1,500.00	
	Lower Gas Service	1	LS	\$395.73	\$395.73	

Sums of the ADDITIONS and 1 \$93,751.59 \$60,975.75

TOTALS FOR THIS CHANGE \$32,778.84

Original contract price (Not including water and sewer items)
 Current contract price adjusted by previous change orders:
 The Contract price due to this change order will be increased/decreased (circle one)
 The New contract price including this change order will be:
 The contract time will be increased by

\$	414,002.55
\$	414,002.55
	\$32,778.84
	\$446,781.39

increase total

0 calendar days.

All items are adjustments to plan quantity that are approved by the following signatures

I HEREBY AGREE TO PERFORM THE WORK AND TO THE NON-PERFORMANCE OF WORK AS LISTED IN ACCORDANCE WITH THE 2019 ODOT SPECIFICATIONS BOOK.

Contractor's Signature: *Paul Meyer*
 Date: 10-25-22
 Title within: PROJECT MANAGER

Warren County Engineer: *Neil F. Tunnison* 11/2/2022
 Date:

District Approval: _____
 Date:

Resolution

Number 22-1813

Adopted Date November 29, 2022

AUTHORIZE PRESIDENT OF BOARD TO SIGN THE TASK COMPLETION REPORT #1, SALES ORDER Q-109643 FOR CENTRAL SQUARE TECHNOLOGIES (FKA TRITECH SOFTWARE SYSTEMS) ON BEHALF OF WARREN COUNTY TELECOMMUNICATIONS

WHEREAS, Paul Kindell, Director of Telecommunications, has reviewed, verified, and recommended that the Board of County Commissioners sign the Central Square Technologies Task Completion Report #1, Sales Order Q-109643 for Enterprise CAD to ESO Standard Interface; and

NOW THEREFORE BE IT RESOLVED, to authorize President of the Board to sign the Central Square Technologies (FKA TriTech Software Systems) Task Completion Report #1, Sales Order Q-109643 for Enterprise CAD to ESO Standard Interface as attached hereto and made a part hereof.

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

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

Resolution adopted this 29th day of November 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—Central Square Technologies (FKA TriTech Software Systems)
Telecom (file)



CENTRAL SQUARE TECHNOLOGIES

Warren County, OH Sales Order Q-109643 Task Completion Report #1

Reference: Enterprise CAD to ESO Standard Interface Q-104693 PO 22002360

Effective Date: 11/16/2022

The purpose of the Task Completion Report ("TCR") is to document the mutual agreement between CentralSquare and the Client on the items listed in this TCR, in reference to **Warren County, OH – Enterprise CAD to ESO Standard Interface Q-109643**

Completion of Project Deliverables:

1. Go-Live of Enterprise CAD to ESO interface annual subscription – 11/16/2022
2. Approval of Interface Configuration Document – 11/1/2022
3. Completion of testing – 11/16/2022
4. Technical services – 11/16/2022
5. Project management services – 11/16/2022

Acknowledgement: Upon receipt of this TCR, CentralSquare will provide an invoice for the following deliverables:

Description	Amount
100% due upon completion	
Public Safety Technical Services – Fixed Fee	\$975.00
Public Safety Project Management Services – Fixed Fee	\$4,680.00
Total	\$5,655.00

The Client is responsible for approving and executing this TCR within five (5) business days of receipt. If Client rejects this TCR, Client must provide written notice detailing the reason(s) why this TCR cannot be approved. If Client does not execute, or provide rejection notice, within five (5) business days, this TCR will be deemed accepted. Acceptance of this TCR will close out the deliverable(s), milestone(s), and/or project, as applicable. Any delays in the execution or acceptance of this Document may result in a project slowdown or stoppage.

Please sign and return this document to CentralSquare.

Approvals

Client Project Manager

Print Name: Tom Grossmann

Signature: 

Date: 11/29/22

CentralSquare Project
Manager

Print Name: William M. McClamrock

Signature: 

Date: 11/16/2022

Resolution

Number 22-1814

Adopted Date November 29, 2022

**AUTHORIZE ACCEPTANCE OF QUOTE ON BEHALF OF WARREN COUNTY
TELECOMMUNICATIONS FOR CENTRAL SQUARE LOCUTION AUTOMATED VOICE
DISPATCHING INTERFACE**

WHEREAS Central Square will provide support for the Central Square Locution AVD Interface per the attached quote# Q-111284 dated October 26, 2022, for Warren County Telecommunication; and

NOW THEREFORE BE IT RESOLVED, to accept above mentioned quote from Central Square on behalf of Warren County Telecommunications as attached hereto and a part hereof.

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

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

Resolution adopted this 29th day of November 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—Central Square
Telecom (file)



Quote prepared on:

October 26, 2022

Quote prepared by:

Kimberly Willis

kimberly.willis@centralsquare.com

Quote #: Q-111284

Primary Quoted Solution: PSJ Enterprise

Quote expires on: September 29, 2023

Quote prepared for:

Paul Bernard Telecom

Warren County

500 Justice Drive

Lebanon, OH 45036-1308

(513) 695-1810

Thank you for your interest in CentralSquare. CentralSquare provides software that powers over 8,000 communities. More about our products can be found at www.centralsquare.com.

WHAT SOFTWARE IS INCLUDED?

PRODUCT NAME	QUANTITY	UNIT PRICE	TOTAL
1. Standard USDD Station Alert Interface (OP) Annual Subscription Fee	1	8,600.00	8,600.00
		Software Total	8,600.00 USD

WHAT SERVICES ARE INCLUDED?

DESCRIPTION	TOTAL	
1. Public Safety Project Management Services - Fixed Fee	780.00	
2. Public Safety Technical Services - Fixed Fee	3,900.00	
	Services Total	4,680.00 USD

QUOTE SUMMARY

Software Subtotal 8,600.00 USD

Services Subtotal 4,680.00 USD

Quote Subtotal 13,280.00 USD

Quote Total 13,280.00 USD

WHAT ARE THE RECURRING FEES?

TYPE	AMOUNT
FIRST YEAR MAINTENANCE TOTAL	0.00
FIRST YEAR SUBSCRIPTION TOTAL	8,600.00

The amount totals for Maintenance and/or Subscription on this quote include only the first year of software use and maintenance. Renewal invoices will include this total plus any applicable uplift amount as outlined in the relevant purchase agreement.

The On Premise Subscriptions purchased under this Quote shall be governed by Exhibit A attached hereto.

BILLING INFORMATION

Fees will be payable within 30 days of invoicing.

Please note that the Unit Price shown above has been rounded to the nearest two decimal places for display purposes only. The actual price may include as many as five decimal places. For example, an actual price of \$21,37656 will be shown as a Unit Price of \$21.38. The Total for this quote has been calculated using the actual prices for the product and/or service, rather than the Unit Price displayed above.

Prices shown do not include any taxes that may apply. Any such taxes are the responsibility of Customer. This is not an invoice.

For customers based in the United States or Canada, any applicable taxes will be determined based on the laws and regulations of the taxing authority(ies) governing the "Ship To" location provided by Customer on the Quote Form.

PAYMENT TERMS

License Fees & Annual Subscriptions

- 100% Due Upon Contract Execution

Contract Startup

- 100% Due Upon Contract Execution

Hardware & Third-Party Software

- 100% Due Upon Contract Execution

Services

- Fixed Fee: 100% Due Upon Completion
- Time & Material: Due as Incurred
- Services Bundle: Fixed Fee, 100% Due Contract Execution

Third-Party Services

- Fixed Fee: 50% Due Upon Contract Execution; 50% Due Upon Completion

Travel & Living Expenses

- Due as Incurred

PURCHASE ORDER INFORMATION

Is a Purchase Order (PO) required for the purchase or payment of the products on this Quote Form? (Customer to complete)

Yes [] No []

Customer's purchase order terms will be governed by the parties' existing mutually executed agreement, or in the absence of such, are void and will have no legal effect.

PO Number: _____

Initials: _____

Warren County


Signature:  _____

Name: Tom Grossmann

Date: 11/29/22

Title: President

APPROVED AS TO FORM



Adam M. Nice

Asst. Prosecuting Attorney

EXHIBIT A

Terms and Conditions for On-Prem Subscriptions

BY INDICATING YOUR ACCEPTANCE, OR BY USING THE SOFTWARE, YOU ACCEPT THE TERMS AND CONDITIONS AS STATED HEREIN.

1. **Subscription Access.** Customer is purchasing subscription priced software under this Quote. So long as Client has paid the annual subscription fees and is current at all times with the subscription fees as stated herein, CentralSquare grants to Client a limited non-exclusive, non-transferable access to use the subscription software granted in this Quote. Client understands and acknowledges no ownership or any form of intellectual property rights transfer under the terms of this Quote.

If customer terminates this Quote in accordance with the termination for convenience provision below, customer shall be entitled to a pro-rata refund of the annual subscription fee, calculated by the remaining months in the applicable annual subscription.

2. **Termination for Convenience.** This Quote may be terminated without cause by either party by providing written notice to the other party thirty (30) days prior to the date of termination.
3. **Termination of Access Rights.** Upon termination of this Quote, (i) all rights granted herein shall terminate immediately and automatically upon the effective date of such termination; (ii) Customer's right to the accessed software granted herein shall terminate; and (iii) Customer will cease using such software and at CentralSquare's direction return or destroy the software and any supplemental confidential information or documentation.
4. **Right to Audit.** Customer shall maintain for a reasonable period, but in no event less than three (3) years after expiration or termination of this Quote, the systems, books and records necessary to accurately reflect compliance with software access and the use thereof under this Quote. Upon request, Customer shall permit CentralSquare and its directors, officers, employees, and agents to have on-site access at Customer's premises (or remote access as the case may be) during normal business hours to audit such systems, books, and records for the purpose of verifying Customer's use of the software to monitor compliance with this Quote no more than once per year. If an audit reveals that Customer has exceeded the restrictions on use or non-compliance with this Quote, Customer shall be responsible for the reimbursement of all costs related to the audit and prompt payment by Customer to CentralSquare of any underpayment.

Summary of Services

Project: Warren County, OH, Standard Station Alerting Interface, Q-111284

The parties mutually agree and acknowledge this Summary of Services is a high-level overview of the project requested, not a detailed requirements or design of solution.

Project Scheduling

Parties agree a schedule will be provided for services within sixty (60) days from the execution of the above quote number.

Change Requests

The parties may request a change to this summary of services, to increase hours or deliverables, through a written request to the CentralSquare project manager or resource.

Services Scope of Project

The project includes the following scope of services.

CentralSquare will install and configure the CAD Enterprise Standard Interfac: Standard Station Alerting in the Production CAD Enterprise system.

NOTE: In order to test the Interface in isolation from Production a Test System with Interface Server(s) may be required, depending on the nature of the interface.

CentralSquare Technical Services may provision a CAD\Records Enterprise Test Interface Server setup (Database and Application Servers may be required). Specifications will be conveyed during the project via the Installation Services Request (ISR) process.

Interface Deployment Process

The following are the significant tasks included in this implementation:

Major Task Description

<i>Major Task</i>	<i>Description</i>
Schedule	Central Square and the Client will schedule the Interface Implementation Tasks. Any required Code Tables, configurations and Templates must be built as a Pre-requisite for Interface testing to begin
Configuration Documentation	Central Square will provide a configuration document to the Client.
Review	An in-depth review between CentralSquare and the client SME will be held. This meeting can be recorded.
Third Party Requirements	Client will arrange Third Party meetings with Central Square and ensure provision of appropriate documentation.



Major Task Description

Setup	Central Square will configure any servers and systems needed for the Interface Deployment.
Installation & Configuration	Central Square will install the Interface, configure the interface and dry-run test the interface
Functional Testing	Central Square will test the Interface with the client and third parties.
Sign Off	Client Signs off on the Interface
Go Live	The Interface is brought live

Roles and Responsibilities

CentralSquare:

- Central Square consultants will install and configure the Interface.
- Central Square will gather the operational requirements for each of the Custom Interfaces and develop the Configuration Document.
- Central Square will Provide the Configuration Document to the Client for review and approval for custom interfaces only.
- Central Square will Develop Custom Interfaces based on the approved Configuration Document.
- CentralSquare will work with the Client on testing interfaces.
- While not the explicit responsibility of CentralSquare to work directly with third parties on behalf of the Client, CentralSquare may aid the Client to facilitate the communication with third parties where a partnership exists: this includes working with other vendors, state agencies, and local agencies that control products and/or databases with which CentralSquare products are to be integrated.
- CentralSquare will Install interfaces listed in the Purchase Order.
- CentralSquare will provide documentation or training for Client SMEs on functionality and maintenance of each interface as installed and configured.

Client:

- Client will share with CentralSquare the planning and tasks of creating the interfaces with all third parties.
- Client to provide underlying hardware and/or virtual infrastructure, Operating system and SQL licensing for any additional servers required for the deployment of the Interface(s).
- Client will act as the primary point of contact with third parties, including other vendors, state agencies, and local agencies that control products and/or databases with which CentralSquare products are to be interfaced/integrated.
- Client will provide detailed schema, protocol, query specifications, access to API as needed and available per interface.
- Client will ensure design decisions for custom interfaces are made conclusively and in a timely fashion.
- Client will provide a point of contact for each interface with knowledge and experience of the workflow and data.
- Client is responsible for validating all data transferred into or from CentralSquare Solutions to another application.



- Client will provide Subject Matter Experts (SMEs) familiar with existing data structures in the legacy system to assist with the interface process.
- Client will provide expertise in third-party data, data mapping, and data validation.
- Client will Participate in testing.
- Client will Sign off on the completed Interface.

Project Management

Even in smaller, less complex projects, there needs to be a point of contact and someone driving a project to successful completion. CentralSquare's Implementation Methodology ensures a project has the right amount of oversight needed to successfully complete the work, no more no less. A CentralSquare Project Manager will be your point of contact for the scoped work with you to develop a timeline to meet your needs, drive the timeline to completion, work to resolve any issues that may arise during the life of the project, all while keeping you up to date so you have the peace of mind your project is on track for a successful completion.

Professional Services

Throughout the course of the project, CentralSquare will use several types of services (defined herein) to complete the necessary steps for successful deployment of the contracted services. The overall services aligned to implementation include Consulting Services, Technical Services, Data Conversion Services, Training Services, and in some cases, Installation Services.

Resolution

Number 22-1815

Adopted Date November 29, 2022

ACKNOWLEDGE PAYMENT OF BILLS

BE IT RESOLVED, to acknowledge payment of bills from 11/17/22 and 11/22/22 as attached hereto and made a part hereof.

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

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 29th day of November 2022.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

/tao

cc: Auditor

Resolution

Number 22-1816

Adopted Date November 29, 2022

APPROVE VARIOUS RECORD PLATS

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

- Centerville Forest Section 3 Replat - Clearcreek Township

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

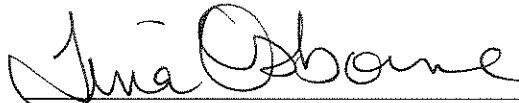
Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 29th day of November 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Plat File
RPC

Resolution

Number 22-1817

Adopted Date November 29, 2022

AMEND RESOLUTION #22-0350 TO APPROVE APPROPRIATION ADJUSTMENTS AND AN OPERATIONAL TRANSFER FOR COUNTY COMMISSIONERS' FUND #11011110

WHEREAS, an Operational Transfer and appropriation adjustments were necessary in order to process payment for interest and principal for the Radio System debt; and

WHEREAS, the original amount approved pursuant to Resolution #22-0350 was incorrect: and

NOW THEREFORE BE IT RESOLVED, to amend Resolution #22-0350 to approve the following operational transfer and appropriation adjustments to process payment for interest and principal for the Radio Systems debt:

Appropriation Adjustments

\$ 14,253.75 from 11011110-5511 (Commissioners - Interest)
into 11011110-5997 (Commissioners – Operational Transfer)

\$905,000.00 from 11011110-5512 (Commissioners – Principal)
into 11011110-5997 (Commissioners – Operational Transfer)

Operational Transfer

\$919,253.65 from #11011110-5997 (Commissioners - Operational Transfer)
into #3368-49000 (Radio Bond - Distributions/Transfers)

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

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

Resolution adopted this 29th day of November 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: B Quillen ✓
D Gray ✓
Appropriation Adj. file
Operational Trans. File
OMB

Resolution

Number 22-1818

Adopted Date November 29, 2022

APPROVE SUPPLEMENTAL APPROPRIATION INTO GENERAL FUND #11011110 AND
APPROVE OPERATIONAL TRANSFER INTO FUND #4492

BE IT RESOLVED, to approve the following supplemental appropriation for Fund #11011110:

\$ 835,463.72 into #11011110-5997 (Commissioner – Operational Transfers)

BE IT ALSO RESOLVED, to approve the following operational transfer:

\$ 835,463.72 from #11011110-5997 (Commissioner – Operational Transfers)
Into #4492-49000 (Community Project – Distributions & Transfers)

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


Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 29th day of November 2022.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor
Supplemental App. File
Operational Transfer
OMB (file)

Resolution

Number 22-1819

Adopted Date November 29, 2022

APPROVE SUPPLEMENTAL APPROPRIATIONS INTO LOCAL FISCAL RECOVERY FUND #2211

BE IT RESOLVED, to approve the following supplemental appropriations for Sheriff's Office payroll:

\$372,000.00	into	#22111110-5102	(Loc Fiscal Rec – Regular Salaries)
\$ 53,000.00	into	#22111110-5811	(Loc Fiscal Rec – PERS)
\$ 52,000.00	into	#22111110-5820	(Loc Fiscal Rec – Health & Life Ins)
\$ 6,000.00	into	#22111110-5871	(Loc Fiscal Rec – Medicare)

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

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

Resolution adopted this 29th day of November 2022.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor
Supplemental Appropriation file
OMB (file)

Resolution

Number 22-1820

Adopted Date November 29, 2022

APPROVE SUPPLEMENTAL APPROPRIATION INTO OHIOMEANSJOBS FUND #2254

BE IT RESOLVED, to approve the following supplemental appropriation:

\$6,000.00 into #22545800-5820 (Health and Life Insurance)

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


Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 29th day of November 2022.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor
Supplemental Appropriation file
OhioMeansJobs (file)

Resolution

Number 22-1821

Adopted Date November 29, 2022

APPROVE APPROPRIATION ADJUSTMENT WITHIN COMMON PLEAS COURT
GENERAL FUND #11011220

BE IT RESOLVED, to approve the following appropriation adjustment:

\$ 3,000.00 from #11011220-5400 (Purchased Services)
into #11011220-5317 (Non-Capital Purchases)

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

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

Resolution adopted this 29th day of November 2022.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

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

Resolution

Number 22-1822

Adopted Date November 29, 2022

APPROVE REQUISITIONS AND AUTHORIZE COUNTY ADMINISTRATOR TO SIGN DOCUMENTS RELATIVE THERETO

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

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

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 29th day of November 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/tao

cc:

Commissioners' file

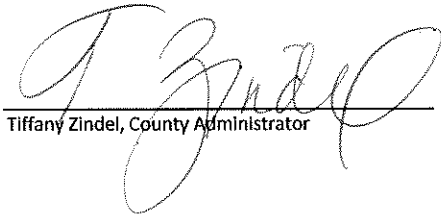
REQUISITIONS

Department	Vendor Name	Description	Amount
FAC	72 HR LLC	FORD F250 PICK UP TRUCK	\$ 51,609.86
TEL	TRITECH SOFTWARE SYSTEMS	TEL CENTRAL SQUARE LOCUTION AV	\$ 13,280.00
WAT	MAJOR ENTERPRISES INC	SEW EMERGENCY REPAIR OF A COLL	\$ 35,000.00

PO CHANGE ORDERS

Department	Vendor Name	Description	Amount
ENG	RACK & BALLAUER EXCAVATING CO INC	COLUMBIA RD TURN LANE PROJECT	\$ 32,778.84 INCREASE

11/29/2022 APPROVED:



Tiffany Zindel, County Administrator

Resolution

Number 22-1823

Adopted Date November 29, 2022

APPROVE ANNEXATION OF 1.003 ACRES TO THE CITY OF SOUTH LEBANON, JAMES SMITH, AGENT, PURSUANT TO OHIO REVISED CODE SECTION 709.023 [A.K.A. EXPEDITED TYPE 2 ANNEXATION]

WHEREAS, this Board is in receipt of an annexation petition from James Smith, Agent to annex 1.003 acres (Lenig Property Annexation) to the City of South Lebanon filed on the 19th day of October 2022; and

WHEREAS, said petition for annexation was filed pursuant to and specifically requests that the Board follow ORC §709.023 [a.k.a. Expedited Type 2 Annexation]; and,

WHEREAS, said petition has been determined to contain the following matters required by law:

- The petition meets all the requirements set for in, and was filed in the manner provided in, ORC 709.021, ORC 709.023(E)(1)
- The person who signed the petition are owners of property located in the territory proposed to be annexed, and they constitute all owners in the territory, ORC 709.023 (E)(2)
- The territory proposed to be annexed does not exceed 500 acres, ORC 709.023 (E)(3)
- The territory proposed to be annexed shares a contiguous boundary with the municipality for a continuous length of at least 5% of the perimeter of the territory proposed to be annexed, ORC 709.023 (E)(4)
- The annexation will not create an unincorporated area of the township that is surrounded by the territory proposed to be annexed, ORC 709.023 (E)(5)
- The municipality has agreed to provide the territory proposed to be annexed the services specified in the municipal services statement, ORC 709.023 (E)(6)
- If a street or highway will be divided or segmented by the boundary line between the municipality and township as to create a road maintenance problem, the municipality has agreed as a condition of annexation to assume maintenance of that street or highway or to otherwise correct the problem. (ORC 709.023 (E) (7)

NOW THEREFORE BE IT RESOLVED, that the prayer of said petition be approved.

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

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

Resolution adopted this 29th day of November 2022.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: James Smith, Agent
RZC
Auditor _____
City of South Lebanon
Catherine Cunningham, Attorney for agent

RPC
Map Room
Annexation file
Union Township

Resolution

Number 22-1824

Adopted Date November 29, 2022

APPROVE AND AUTHORIZE COUNTY ADMINISTRATOR TO ENT INTO MULTI-USE PATH AND PUBLIC UTILITIES EASEMENT AND AGREEMENT WITH THE CITY OF LEBANON

BE IT RESOLVED, to approve and authorize the County Administrator to enter into a Multi-Use Path and Public Utilities Easement & Agreement; said agreement attached hereto and made a part hereof.

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

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

Resolution adopted this 29th day of November 2022.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

/tao

cc: C/A—City of Lebanon
Easement file
Engineer (file)
City of Lebanon

Multi-Use Path and Public Utilities Easement & Agreement

This Multi-Use Path and Public Utilities Easement & Agreement (the “Agreement”), is made and entered into as of the date(s) stated below, and effective upon it’s recording of public record, by and between the WARREN COUNTY BOARD OF COUNTY COMMISSIONERS, an Ohio county and political subdivision (the “County”), and the CITY OF LEBANON, an Ohio municipal corporation (the “City”). Both the County and City may be referred to jointly as the “Parties.”

RECITALS

A. The City desires to construct a sanitary sewer main along the north side of West Main Street (“SR 63) in the City of Lebanon, and a multi-use path as part of future road improvement plans for the corridor (the “Project”); and,

B. In order to complete the Project, it is necessary for the City to acquire a Multi-Use and Public Utility Easement across a part of the lands owned by the County known as the County Engineer’s Office & Garage; and,

C. The County Engineer’s Office and Garage consists of a 52.7183 acre parcel titled to the County by virtue of a deed recorded 8/3/2012, in O.R. Vol. 5602, Pg. 832 of the Warren County, Ohio Recorder’s Office (the “County’s Parcel”); and,

D. The County supports the City in the construction of the Project and desires to grant the necessitated easement over the County’s Parcel to the City for the construction, use and maintenance in perpetuity of a multi-use path and public utilities as such will benefit the County, City and the general public.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants, restrictions and agreements contained herein, the sum of ONE DOLLAR (\$1.00) and other good and valuable consideration recited herein, the receipt and sufficiency of which are hereby stipulated, the Parties hereto agree and declare as follows with the intent of being legally bound:

1. **Grant of Easement for Multi-Use Path Purposes.** County grants, for the benefit of the City a perpetual and non-exclusive easement over and across that limited part of County's Parcel as particularly described on the metes and bounds description attached hereto as Exhibit "A" and further illustrated on the Survey drawing attached hereto as Exhibit "B" (referenced thereon as the "Multi-Use Trail & Utility Easement"), for the purpose of the City and its agents, employees, contractors and subcontractors, to survey, construct as part of the future road improvements to the West Main Corridor (SR 63) as shown on the preliminary alignment plans on file with the City, restore, use, operate, inspect, maintain and keep in repair thereon, replace and remove as needed, a multi-use path, subject to the applicable terms of this Agreement.

2. **Grant of Non-exclusive Utility Easement.** County grants, for the benefit of the City a perpetual and non-exclusive public utilities easement over, on, across and through that limited part of County's Parcel as particularly described on the metes and bounds description attached as Exhibit "A" and further illustrated on the Survey drawing attached as Exhibit "B," for the City and its agents, employees, contractors and subcontractors to survey, construct in accordance with the construction plans on file with the City, use, operate, inspect, maintain and keep in repair thereon, replace, and remove, a sanitary sewer main, facilities and appurtenances thereto, subject to the applicable terms of this Agreement.

3. **City's Obligations.**

a) All improvements and appurtenances shall be constructed as shown on the construction plans for the Project on file with the City, a copy of which the County acknowledges has been provided prior to the execution of this Agreement.

b) The City shall be solely responsible for any costs of surveying, engineering, recordation of this Agreement, constructing, using, operating, inspecting, maintaining and keeping in repair thereon, replacing and removing the multi-use path and public utilities, and all improvements and appurtenances thereto.

c) At all times, the City, at its sole expense, shall maintain or cause to be

maintained general public liability insurance against claims of personal injury or death and property damage occasioned by any accident occurring in or on the Multi-Use Path and Public Utility Easement. The said insurance shall have a limit of not less than One Million Dollars (\$1,000,000) per person and Two Million Dollars (\$2,000,000) in the aggregate, in respect to personal injury or death, and One Million Dollars (\$1,000,000) property damages, and such policy shall name County as an additional insured. The City shall provide to County evidence of the additional insured rider prior to the recording of this Agreement. Such insurance shall further provide that the County shall be given notice in writing at least 30 days prior to termination of such coverage.

d) With the exception of any natural features shown on the construction plans to be removed during construction and the existing dilapidated farm fence which shall not be replaced, the City shall be responsible for restoration of the easement area to a condition as good as reasonably possible if any event necessitating restoration is caused by the City or its agents, contractors or employees, or any third party, but not better than existed prior to disturbing the easement area. Restoration includes without limitation compacting fill in the event of settling, seeding, and strawing, removing construction equipment and materials, mud and other debris from the easement area.

e) The City shall be responsible for performing all due diligence as to the title and physical conditions of the County's Parcel, and acknowledges the County has made no representations and warranties relating thereto or in granting the easement interest herein.

f) The City shall cause the signage identifying the County Engineer's Office and Garage located on the County's Parcel within the easement area to be relocated to the satisfaction of the County Engineer.

4) **Modifications.** Any or all provisions of this Agreement may be amended, terminated, rescinded, released or otherwise modified, in whole or in part, at any time and from time to time, only by a written document executed and acknowledged by both Parties or their respective successor and assigns. Any modifications must be recorded in the Recorder's Office of Warren County, Ohio.

5) **Injunctive Relief.** In the event of any breach, violation, threatened or anticipated breach of violation of any easement rights granted or obligations created under this Agreement, the Parties shall, in addition to any and all other remedies available, be entitled to enforce the provisions of this Agreement by injunctive relief.

6) **No Dedication.** Nothing contained in this Agreement is intended nor shall it be construed as a dedication or conveyance of the multi-use path or public utilities easement, or any part thereof, to the City.

7) **Covenants to Run With Land.** The easements and the rights granted and obligations created by this Agreement are intended to create benefits, servitudes, rights, obligations and restrictions with respect to the Parties and they shall run with the land in perpetuity (unless and until modified or terminated in writing by both parties); and they shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

8) **Non-Merger.** The easements, rights granted and obligations created by this Agreement are for the mutual benefit and protection of the Parties; and if there should at any time be common ownership of any or all of the Property, then it is the intention of the Parties hereto that there be no merger (by deed or estoppel) of such easements, rights and benefits and such obligations, restrictions and burdens into the respective fee estate, but rather that such easements, rights, benefits and such obligations, restrictions and burdens shall be separately preserved for the benefit of the Parties' successors and assigns.

9) **Notices.** Any notice required or desired to be given shall be deemed given when:

a. delivered personally, or mailed by certified or registered mail, return receipt requested, addressed to the following:

To the County: Attn. Warren County Administrator
406 Justice Drive
Lebanon, OH 45036

To the City: Attn. City Manager
50 S. Broadway Street
Lebanon, OH 45036

10) **Severability.** If any provision of this Agreement is determined to be void and unenforceable by any court of competent jurisdiction, that determination shall not affect the remaining provisions of this Agreement, which shall remain in full force and effect.

11) **Interpretation, Disputes and Litigation.** This Agreement is entered into in the State of Ohio and shall be interpreted in accordance with the laws of the State of Ohio regardless of choice of law rules, and all disputes and litigation arising from this Agreement shall be brought

or removed to a court of competent jurisdiction in Warren County, Ohio, unless the Parties mutually agree in writing to alternative dispute resolution.

12) **Exhibits.** Each exhibit referred to in this Agreement is hereby incorporated herein by reference and made a part hereof.

13) **Execution by County.**

IN EXECUTION WHEREOF, the County has caused this Agreement to be executed by the County Administrator, on the date stated below, in accordance with Resolution No.

22-1824, dated 11/29/22

SIGNATURE: Tiffany Zindel
NAME: Tiffany Zindel
TITLE: County Administrator
DATE: 11/29/22

Approved as to form by:

DAVID P. FORNSHELL
PROSECUTING ATTORNEY
WARREN COUNTY, OHIO

By: Bruce A. McGary
Bruce A. McGary, Asst. Pros.

14) **Execution by the City.**

IN EXECUTION WHEREOF, the City has caused this instrument to be executed by its City Manager, in accordance with City Council Resolution No. _____, dated _____.

SIGNATURE: _____
NAME: Scott Brunka
TITLE: City Manager
DATE: _____

Approved as to form by:

By: _____
Mark S. Yurick, City Attorney

DESCRIPTION OF A MULTI-USE TRAIL & UTILITY EASEMENT
WEST OF MARKEY ROAD
NORTH SIDE OF STATE ROUTE 63
LEBANON, OHIO

Situated in the State of Ohio, County of Warren, Township of Turtlecreek, City of Lebanon, Section 12, Town 4, Range 3, being a strip of land located in that 52.7183 acre tract described in a deed to the Warren County Board of County Commissioners of record in Official Record Volume 5602, Page 832, all records referenced herein being to those located in the Recorder's Office, Warren County, Ohio and being more particularly described as follows:

Beginning **FOR REFERENCE** at a point in the centerline of Sate Route 63 at the southwesterly corner of said 52.7183 acre tract and at the southeasterly corner of that 1.0038 acre tract as described in a deed to Maria Catherine Heiselman aka Maria Catherine Loge of record in Document Number 2021-035759; thence North 06°16'22" East, along the easterly line of said 1.0038 acre tract and the westerly line of said 52.7183 acre tract, a distance of 30.00 feet to a point in the northerly right of way line of State Route 63 and the **TRUE PLACE OF BEGINNING**;

Thence North 06°16'22" East, along said easterly and westerly lines, a distance of 30.00 feet to a point;

Thence South 84°10'38" East, through said 52.7183 acre tract, a distance of 1,303.72 feet to a point;

Thence South 86°28'05" East, continuing through said 52.7183 acre tract, a distance of 485.97 feet to a point in the westerly right of way line of Markey Road;

Thence South 07°41'51" East, along said westerly right of way line, a distance of 20.39 feet to a point;

Thence North 86°28'05" West, through said 52.7183 acre tract, a distance of 490.05 feet to a point;

Thence South 05°49'22" West, continuing through said 52.7183 acre tract, a distance of 10.00 feet to a point in the northerly right of way line of State Route 63;

Thence North 84°10'38" West, along said northerly right of way line, a distance of 1,304.65 feet to the **TRUE PLACE OF BEGINNING** and containing 1.122 acres of land.

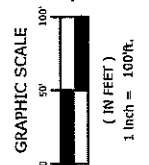
Bearings herein are based on the Ohio State Plane Coordinate System, South Zone.

This description was prepared by IBI Group Survey, Columbus, Ohio,



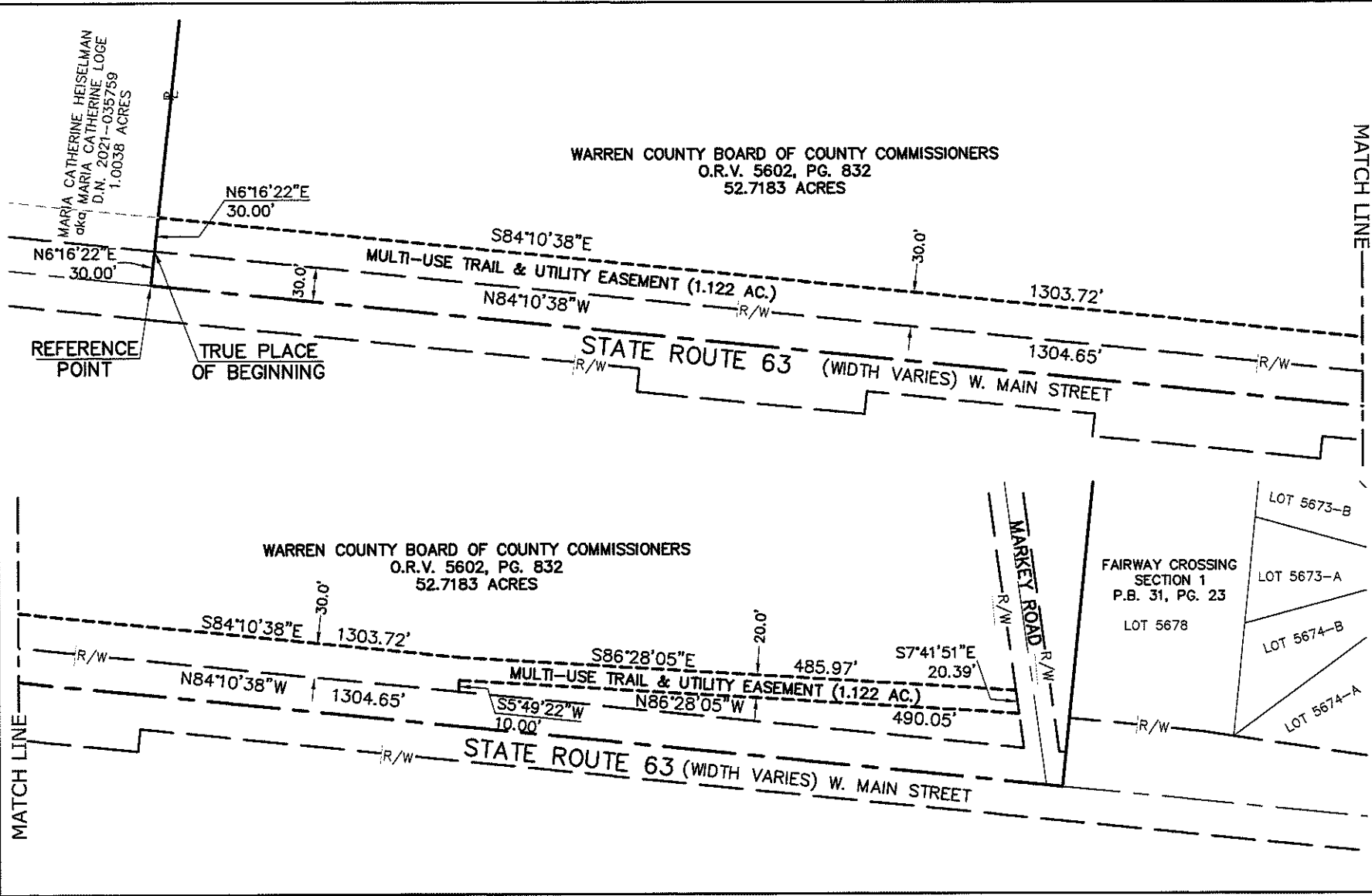
IBI Group Survey
Columbus, Ohio

By David L. Chiesa
David L. Chiesa 11/01/22 date
Registered Surveyor No. 7740



**MULTI-USE TRAIL &
UTILITY EASEMENT
EXHIBIT**
WARREN COUNTY BOARD
OF COUNTY COMMISSIONERS
U.S. ROUTE 63
LEBANON, OHIO




IBI GROUP
8101 North High Street, Suite 100
Columbus OH 43235 USA
tel 614 818 4900 fax 614 818 4901
ibigroup.com

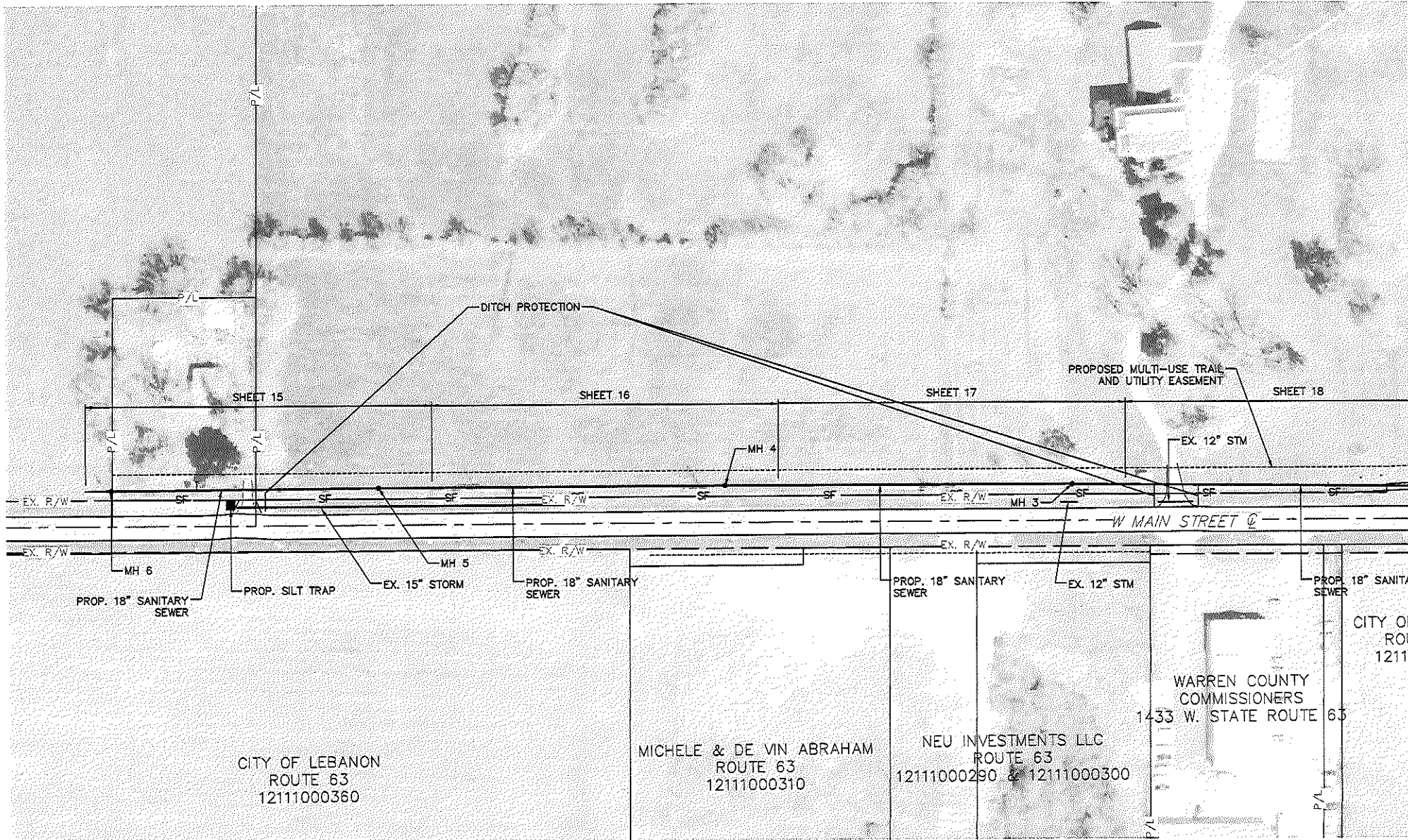


MATCH LINE

MATCH LINE

IBI GROUP, 8101 NORTH HIGH STREET, SUITE 100, COLUMBUS, OHIO 43235, TEL: 614 818 4900, FAX: 614 818 4901, WWW.IBIGROUP.COM

- LEGEND**
-  SILT FENCE
 -  STRAW BALE BARRIER
 -  INLET PROTECTION



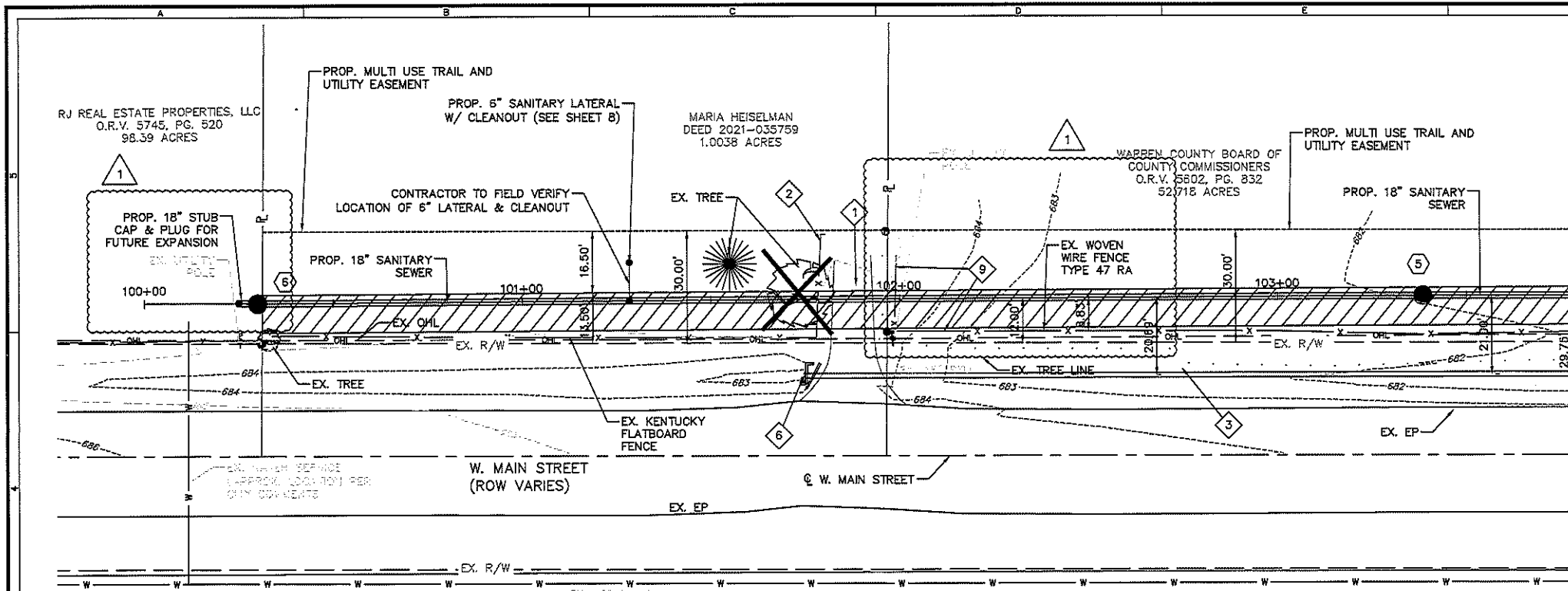
CITY OF LEBANON
ROUTE 63
12111000360

MICHELE & DE VIN ABRAHAM
ROUTE 63
12111000310

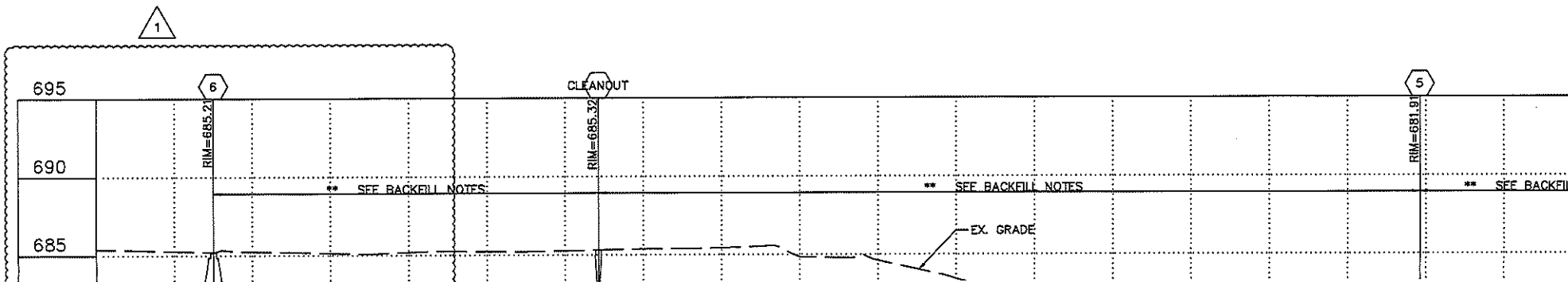
NEU INVESTMENTS LLC
ROUTE 63
12111000290 & 12111000300

WARREN COUNTY COMMISSIONERS
1433 W. STATE ROUTE 63

CITY OF
ROU
1211



CITY OF LEBANON
 ROUTE 63
 12111000360



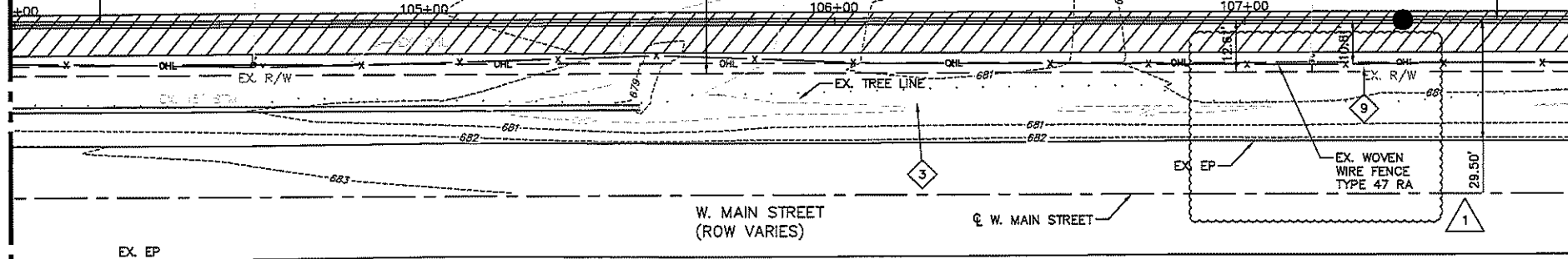
MATCH LINE STA. 104+00

PROP. 18" SANITARY SEWER

WARREN COUNTY BOARD OF COUNTY COMMISSIONERS
O.R.V. 5602, PG. 832
52.718 ACRES

PROP. MULTI USE TRAIL AND UTILITY EASEMENT

PROP. 18" SEWER



W. MAIN STREET
(ROW VARIES)

CL W. MAIN STREET

CITY OF LEBANON
ROUTE 63
12111000360

MICHELE & DE VIN ABRAHAM
ROUTE 63
12111000310

695

690

685

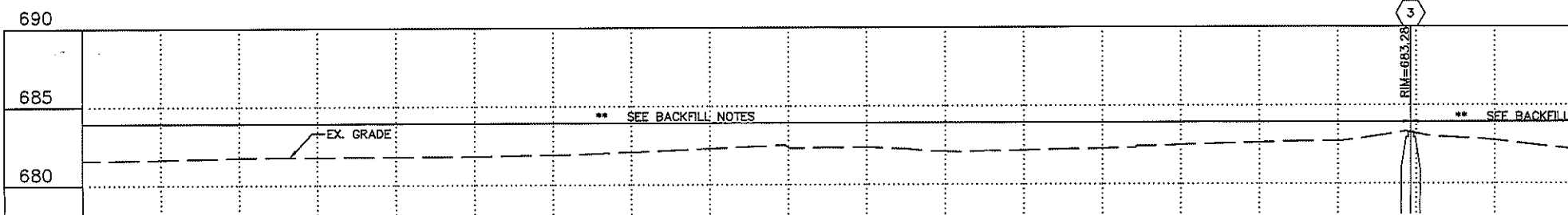
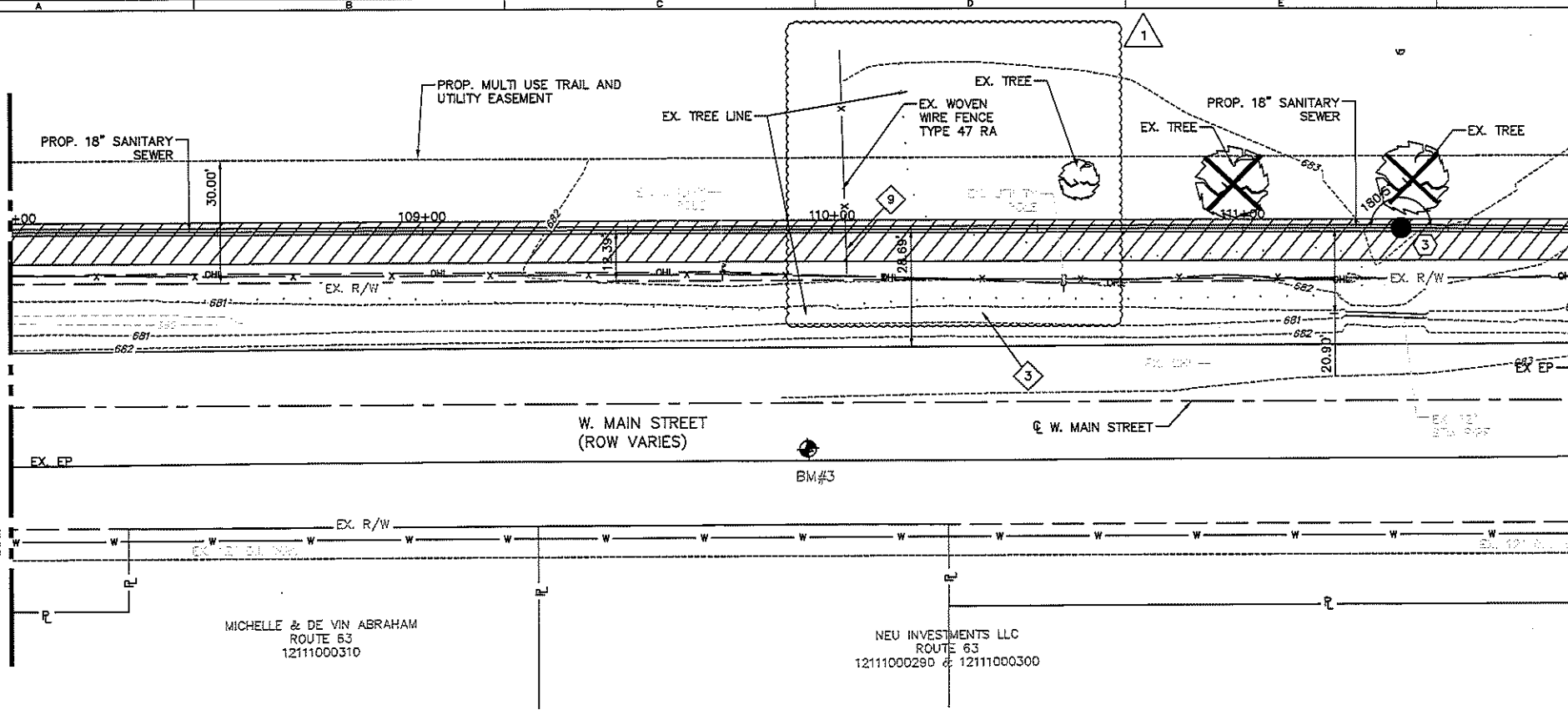
** SEE BACKFILL NOTES

** SEE BACKFILL

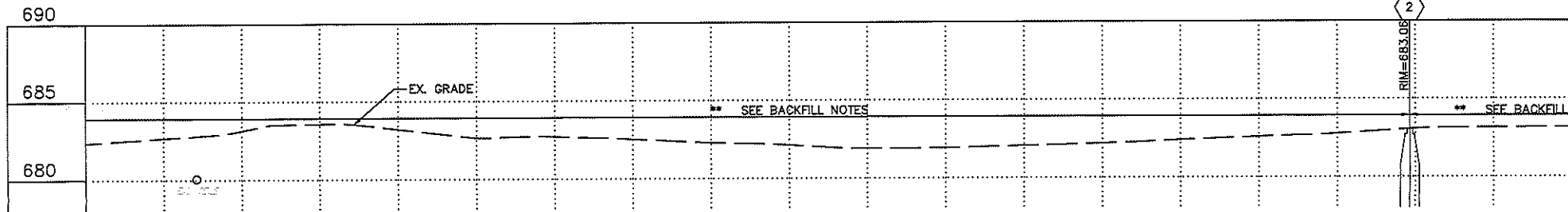
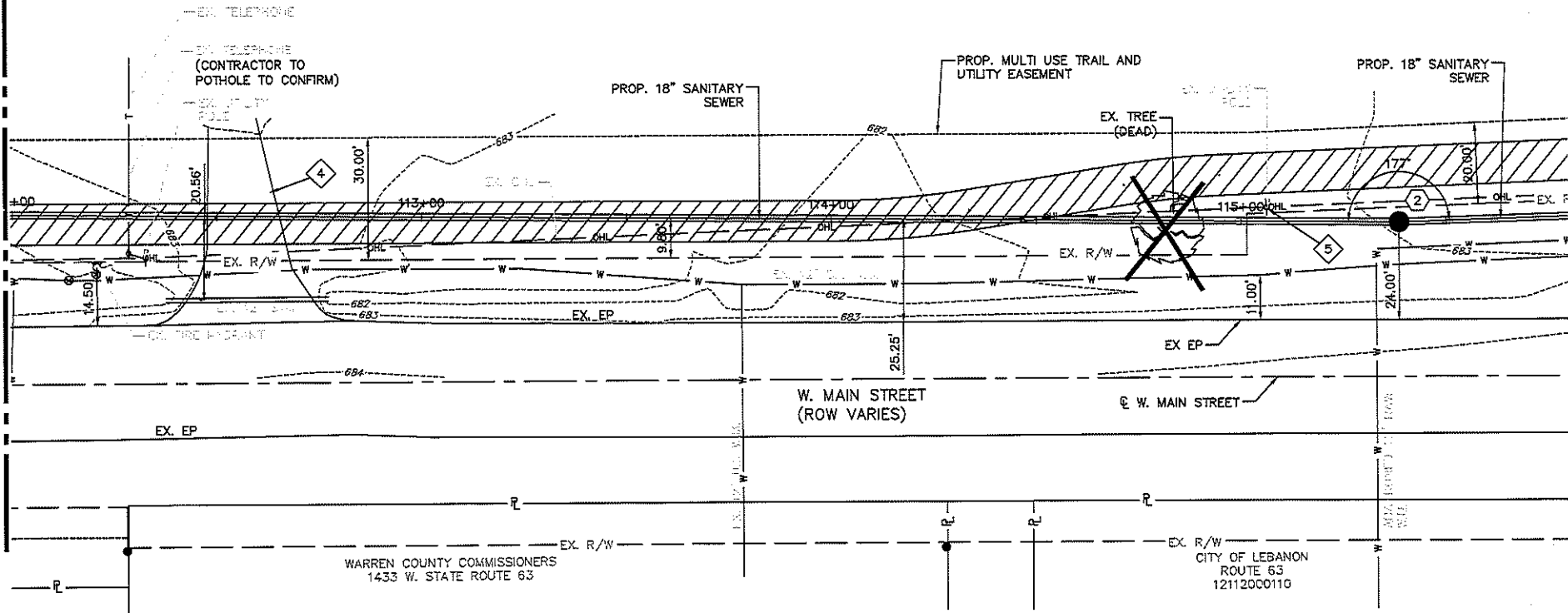
EX. GRADE

4
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MATCH LINE STA. 108+00



MATCH LINE STA. 112+00

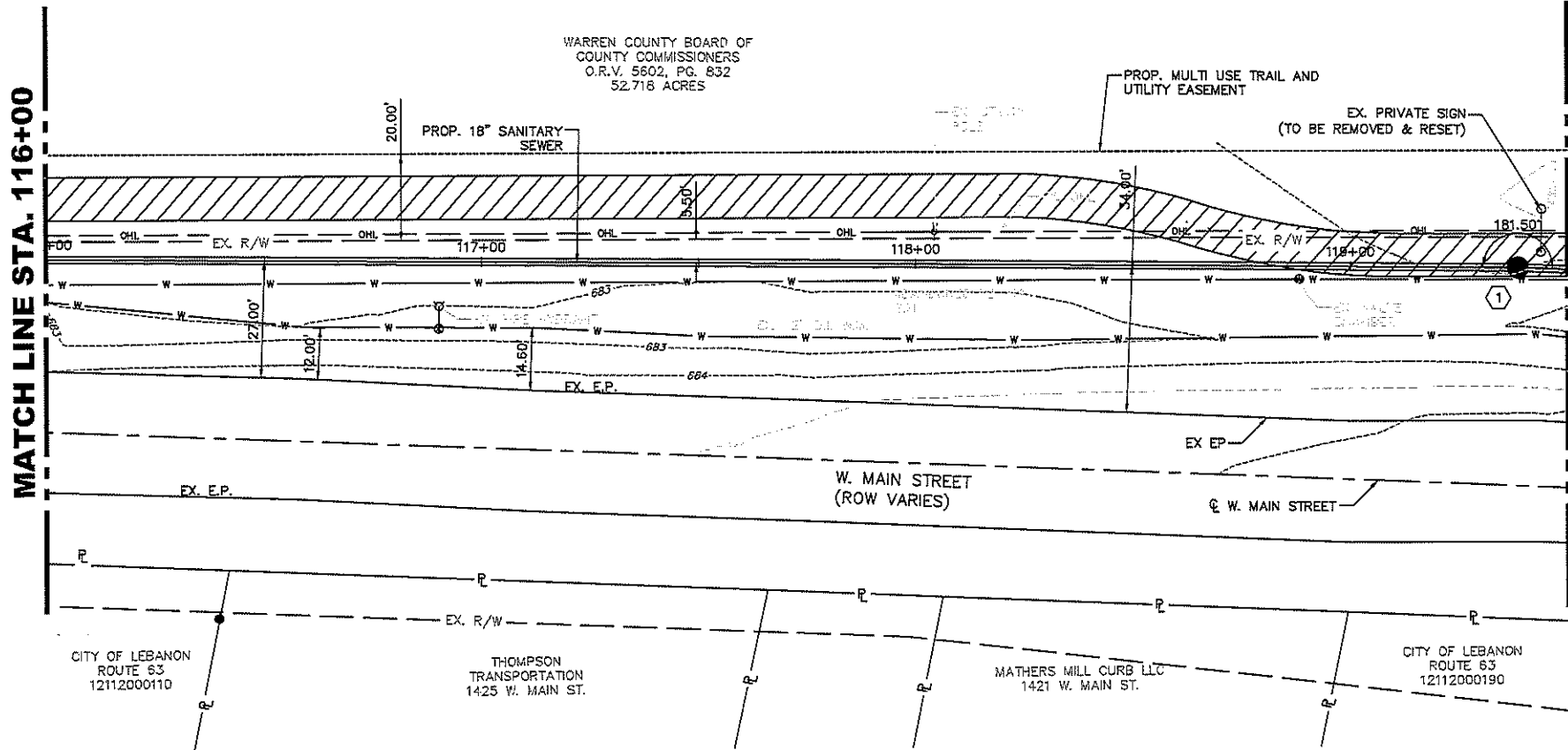


A B C D E

MATCH LINE STA. 116+00

MATCH LINE STA. 119+50

WARREN COUNTY BOARD OF
COUNTY COMMISSIONERS
O.R.V. 5602, PG. 832
52.716 ACRES



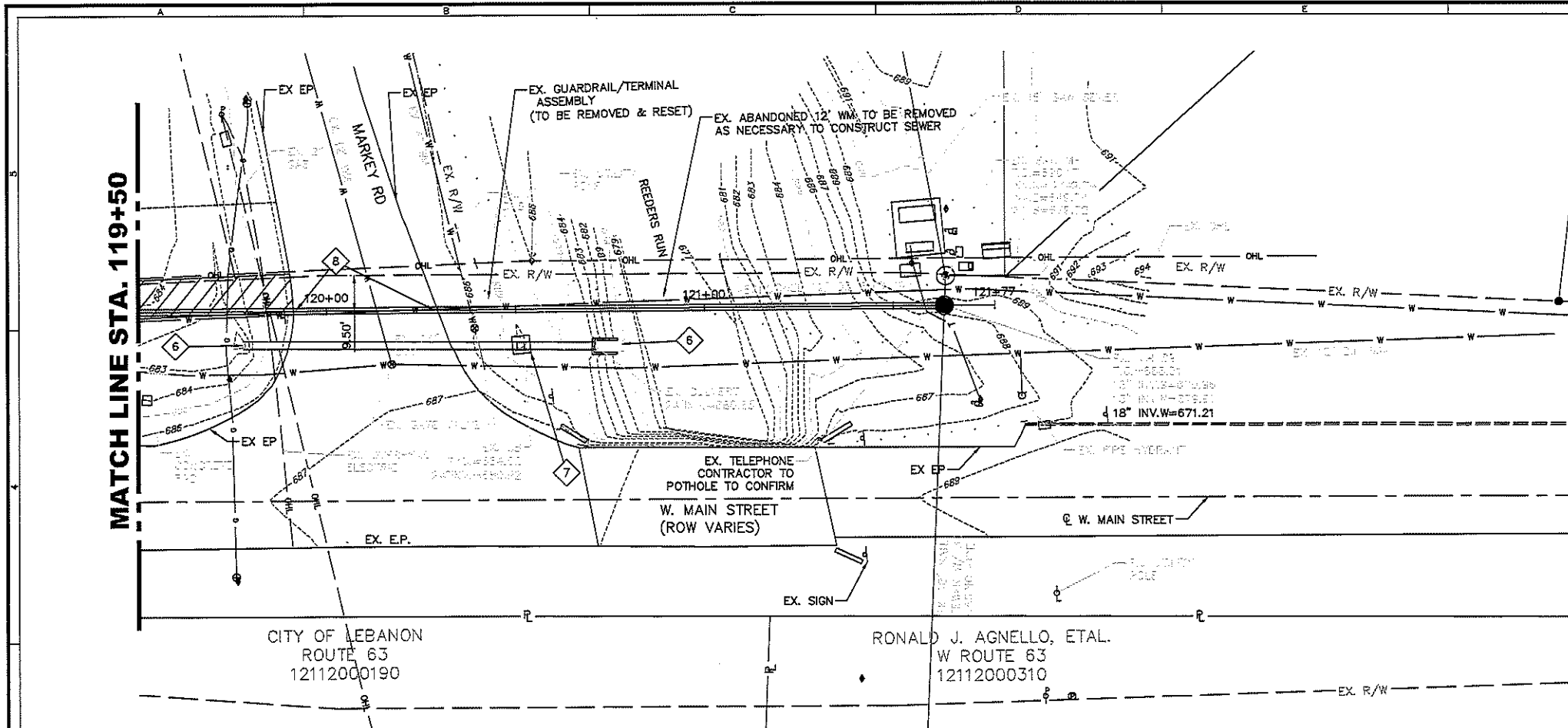
690													690
685													685
680													680

EX. GRADE ** SEE BACKFILL NOTES

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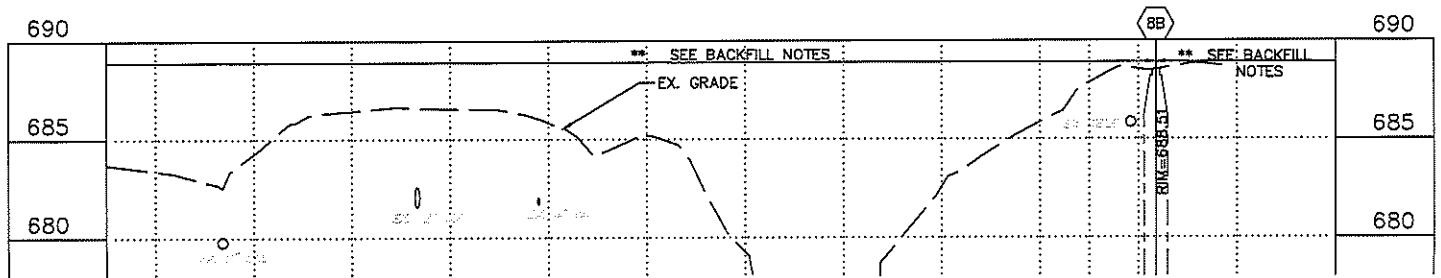
1

SEE BACKFILL NOTES



CITY OF LEBANON
ROUTE 63
12112000190

RONALD J. AGNELLO, ETAL.
W ROUTE 63
12112000310



Resolution

Number 22-1825

Adopted Date November 29, 2022

APPROVE AND ENTER INTO AMENDMENT NO. 7 TO THE INTERGOVERNMENTAL AGREEMENT BETWEEN THIS BOARD AND THE WARREN COUNTY TRANSPORTATION IMPROVEMENT DISTRICT, DESIGNATING ADDITIONAL PROJECTS AND A CHANGE IN FUNDING AMOUNTS FOR PROJECTS

WHEREAS, the Warren County Board of Commissioners has created the Warren County Transportation Improvement District (the "WCTID") in an effort to further enhance and promote transportation improvements and capital improvements within Warren County (the "County") and the region, and to participate in a cooperative county-wide coalition to take advantage of the opportunities and benefits made available only through a TID to plan, construct and improve highways, roads, bridges, interchanges and accompanying capital improvements and development throughout the County and its surrounding counties, such as Hamilton County specifically regarding the I-71/Fields Ertel area improvements; and

WHEREAS, the WCTID is authorized by ORC Chapter 5540 (1) to finance, construct, maintain, repair and operate street, highway, and other transportation projects; and (2) to construct, reconstruct, improve, alter, and repair roads, highways, public places, buildings, and other infrastructure, and to implement and effect a regional approach to transportation improvements; and

WHEREAS, the transportation projects undertaken by the WCTID pursuant to ORC Chapter 5540 are essential and will contribute to the improvement of the prosperity, health, safety, and welfare of the people of the County, and local political subdivisions within the County, including, but not limited to, the Cities of Mason and Springboro (the "Cities") and Deerfield Township (the "Township"), and of the State and are essential governmental functions; and the exercise by the WCTID of the authority granted by ORC Chapter 5540 is necessary for the prosperity, health, safety, and welfare of the County and the State and their people and is consistent with and will promote industry, commerce, distribution, and research activity in the County and the State; and

WHEREAS, the County and the WCTID, to further develop, facilitate, enhance, fund and promote transportation improvements within the County, the Cities and the Township and the region, through intergovernmental cooperation and coordination by the WCTID and to advance the WCTID Program of Projects, entered into an intergovernmental agreement, referred to as "Intergovernmental Agreement 2011-01", per Resolution No. 11-1228, and as further amended February 2, 2016, per the COUNTY'S Resolution No. 16-0138 (hereinafter referred to as "Amendment No. 1"), and further amended per COUNTY'S Resolution No. 16-1689 (hereinafter referred to as "Amendment No. 2"), and further amended per COUNTY'S Resolution No. 17-1176 (hereinafter referred to as "Amendment No. 3"), and as further amended per COUNTY'S Resolution 17-1499 (hereinafter referred to as "Amendment No. 4), and further amended per COUNTY'S Resolution 19-1682 (hereinafter referred to as "Amendment No. 5), and further amended per COUNTY'S Resolution No. 21-0227 (hereinafter referred to as Amendment No.6); and

WHEREAS, the County and the WCTID, in furtherance of these goals, intend, pursuant to Section 1.02 (a) of the Agreement, to confirm, approve and ratify the updated and amended Exhibit A *Warren County TID Program List - December 2022* showing new projects named I-75 and SR 73 Interchange Improvements – WAR 73 3.66 – (PID 113717); US 22/SR 3 at Old 3C Hwy/Creekwood Drive Intersection Improvements; King Avenue – Kings Court to Miami Avenue; Kings Mill Road (CR 31) / Kings Island Drive (CR 110) Improvements 2023; Channel Maintenance Projects – various locations and Exhibit B “*Warren County TID Pledged Revenue Summary – December 2022*”, attached hereto and referred to as “Exhibit A” and “Exhibit B” to the agreement; and

NOW THEREFORE, BE IT RESOLVED, that the Board of County Commissioners does hereby agree, approve, ratify and further authorize the President or Vice-President of the Board to execute Amendment No. 7 to the Intergovernmental Agreement between this Board and the Warren County TID, a copy of which is attached hereto and made part hereof.

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

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

Resolution adopted this 29th day of November 2022.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: c/a—Warren County Transportation Improvement District
Warren County TID (file)
Engineer (file)
Matt Nolan, Auditor

AMENDMENT NO. 7

**TO THE INTERGOVERNMENTAL AGREEMENT BETWEEN WARREN COUNTY,
OHIO AND THE WARREN COUNTY TID RELATING TO UPDATING THE TID
PROGRAM LIST AND PLEDGED REVENUE SUMMARY AS OF DECEMBER, 2022**

THIS AMENDMENT No. 7 (hereinafter "Amendment No. 7") to the Intergovernmental Agreement (hereinafter the "initial IGA") is entered by and between the BOARD OF COMMISSIONERS OF WARREN COUNTY, OHIO, a county organized and acting under the laws of the State of Ohio (hereinafter the "COUNTY"), acting on behalf of WARREN COUNTY, OHIO, and the BOARD OF TRUSTEES OF THE WARREN COUNTY TRANSPORTATION IMPROVEMENT DISTRICT (hereinafter the "WCTID") organized and operating under Chapter 5540 of the Ohio Rev. Code, acting on behalf of the WARREN COUNTY TRANSPORTATION IMPROVEMENT DISTRICT, and shall be effective immediately upon execution by all the Parties.

WITNESSETH:

WHEREAS, the COUNTY created the WCTID in an effort to further enhance and promote transportation improvements and capital improvements within Warren County, Ohio and the region, and to participate in a cooperative county-wide coalition to take advantage of the opportunities and benefits made available only through a TID to plan, construct and improve highways, roads, bridges, interchanges and accompanying capital improvements and development throughout Warren County and its surrounding counties, such as Hamilton County specifically regarding the I-71/Fields-Ertel area improvements; and,

WHEREAS, the WCTID is authorized by ORC Chapter 5540 (1) to finance, construct, maintain, repair and operate street, highway, and other transportation projects; and (2) to construct, reconstruct, improve, alter, and repair roads, highways, public places, buildings, and other infrastructure, and to implement and effect a regional approach to transportation improvements; and,

WHEREAS, the transportation projects undertaken by the WCTID pursuant to ORC Chapter 5540 are essential and will contribute to the improvement of the prosperity, health, safety, and welfare of the people of Warren County, and local political subdivisions within Warren County, including, but not limited to, the Cities of Mason and Springboro (the "Cities") and Deerfield Township (the "Township"), and of the State and are essential governmental functions; and the exercise by the WCTID of the authority granted by ORC Chapter 5540 is necessary for the prosperity, health, safety, and welfare of Warren County and the State and their people and is consistent with and will promote industry, commerce, distribution, and research activity within Warren County and the State; and,

WHEREAS, the COUNTY and the WCTID, to further develop, facilitate, enhance, fund and promote transportation improvements within Warren County, the Cities and the Township, and the region, through intergovernmental cooperation and coordination by the WCTID, and to advance the WCTID Program of Projects, entered into the initial IGA referred to as

“Intergovernmental Agreement 2011-01,” per the COUNTY’s Resolution No. 11-1228 dated August 30, 2011, and as further amended:

June 25, 2013, per the COUNTY’s Resolution No. 13-0950 (“Amendment”);
December 9, 2014, per the COUNTY’s Resolution No. 14-1938 (“Amendment”);
May 5, 2015, per the COUNTY’s Resolution No. 15-0638 (“Amendment”);
September 8, 2015, per the COUNTY’s Resolution No. 15-1399 (“Amendment”);
February 2, 2016, per the COUNTY’s Resolution No. 16-0138 (“Amendment”);
November 22, 2016, per the COUNTY’s Resolution No. 16-1819 (“Amendment No. 2”);
August 1, 2017, per the COUNTY’s Resolution No. 17-1176 (“Amendment No. 3”);
September 26, 2017, per the COUNTY’s Resolution No. 17-1499 (“Amendment No. 4”);
December 26, 2019, per the COUNTY’s Resolution No. 19-1682 (“Amendment No. 5”);
February 6, 2021, per the COUNTY’s Resolution No. 21-0227 (“Amendment No. 6”);
and,

WHEREAS, the County and the WCTID, in furtherance of these goals, intend, pursuant to Section 1.02 (a) of the Agreement, to approve, confirm, and ratify exhibits “A” and “B” of the Agreement with the attached updated and amended Exhibit A “*Warren County TID Program List – December 2022*”, and the attached Exhibit B “*Warren County TID Pledged Revenue Summary – December 2022*”; and,

NOW, THEREFORE, in consideration of the promises and the mutual covenants set forth herein, the COUNTY and WCTID, hereby agree that Exhibits A and B of the IGA and Amendment No. 6, are hereby replaced and amended, as follows:

1. On behalf of the Warren County Engineer, the COUNTY does hereby confirm, approve, and ratify the updated and amended Exhibit A “*Warren County TID Program List – December 2022*”, and Exhibit B “*Warren County TID Pledged Revenue Summary – December 2022*”; attached hereto and referred herein as “Exhibit A” and “Exhibit B” to the Agreement.

2. All other terms, provisions and obligations of the initial IGA, shall remain the same and in full force and effect, except as provided for herein. In the event any conflict or dispute arises between the initial IGA, Amendment Numbers 1, 2, 3, 4, 5, 6 and this Amendment No. 7, such conflict or dispute shall be resolved in accordance with the terms and obligations set forth in this Amendment No. 7, no exceptions.

WCTID:

IN EXECUTION WHEREOF, the WARREN COUNTY TRANSPORTATION IMPROVEMENT DISTRICT, has caused this AMENDMENT No. 7 to be executed by Neil F. Tunison, Secretary-Treasurer, on the date stated below, pursuant to Resolution No. 2022-35, adopted by majority vote of the Board of Trustees on December 2, 2022, copies of which are attached hereto.

**WARREN COUNTY TRANSPORTATION
IMPROVEMENT DISTRICT**

SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____

DATE: _____

Approved as to form by
Legal Counsel on behalf of
WARREN COUNTY TRANSPORTATION
IMPROVEMENT DISTRICT:

By: Rusty Schuermann, Esq.
DATE: _____

COUNTY:

IN EXECUTION WHEREOF, the BOARD OF COUNTY COMMISSIONERS of Warren County, Ohio has caused this AMENDMENT No. 7 to be executed by Tom Grossmann, its President or Vice-President, on the date stated below, pursuant to Resolution No. 22-1825, dated November 29, 2022, a copy of which is attached hereto.

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

SIGNATURE: _____

PRINTED NAME: Tom Grossmann

TITLE: President

DATE: 11/29/22

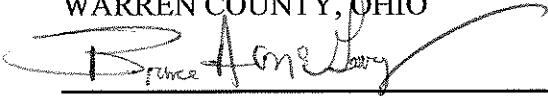
RECOMMENDED BY:

NEIL F. TUNISON,
COUNTY ENGINEER
WARREN COUNTY, OHIO

By: Neil F. Tunison, County Engineer
DATE: _____

APPROVED AS TO FORM
ON BEHALF OF:
BOARD OF COMMISSIONERS
OF WARREN COUNTY, OHIO:

DAVID P. FORNSHELL
PROSECUTING ATTORNEY
WARREN COUNTY, OHIO



By: Bruce A. McGary, Asst. Prosecutor
DATE: 11/29/22

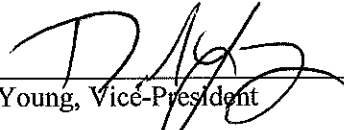
Warren County Transportation
Improvement District

Warren County
Board of County Commissioners

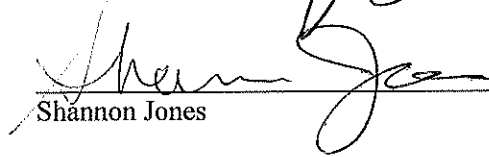
Neil F. Tunison
Secretary-Treasurer



Thomas Grossmann, President



David G. Young, Vice-President



Shannon Jones

EXHIBIT A**WARREN COUNTY TID PROGRAM LIST – December 2022**

<u>I-71 Corridor</u>		
SB Entrance Ramp at I-71/Mason-Montgomery Road (PID 104844)	Warren	Ongoing
I-71 & SR 48 Interchange Phase 1 - WAR-48-9.94 (PID 116865) Phase 2	Warren	Ongoing
<u>I-75 Corridor</u>		
I-75 and SR 73 Interchange Improvements - WAR SR 73 3.66 – (PID 113717)	Warren	New
<u>SR 63 Corridor</u>		
SR 63 and Gateway Blvd/Union Road Intersections	Warren	Ongoing
SR 63 Widening - Union Road to SR 741 – WAR SR 63 0.83 (PID 112121 fka 105399)	Warren	Ongoing
<u>SR 48 Corridor</u>		
SR 48 Widening - Willow Pond Blvd to Ridgeview Ln – WAR SR48 7.01 (PID 112909)	Warren	Ongoing
SR 48 Widening – Ridgeview Ln to I-71 Interchange (incl. Little Miami River Bridge)	Warren	Ongoing
<u>SR 741 Corridor</u>		
SR 741 and Greentree Road Intersection Improvements	Warren	Ongoing
<u>US 22/SR 3 Corridor</u>		
US 22/SR 3 Widening – Little Miami River to Willow Pond Boulevard	Warren	Ongoing
US 22/SR 3 Widening – Willow Pond Boulevard to West Road	Warren	Ongoing
US 22/SR 3 at Old 3C Hwy/Creekwood Drive Intersection Improvement	Warren	New
<u>Socialville-Fosters Road (CR 32) Corridor</u>		
Ph 2 – Mason Corp Limit to Innovation Way	Warren	On-Hold
<u>Wilkens Boulevard (CR610) Corridor</u>		
Wilkens Boulevard Widening – Bardes Road to Socialville-Fosters Road	Warren	On-Hold
Wilkens Boulevard Extension	Warren	On-Hold
Wilkens Blvd/Bardes Road/Escort Drive Realignment (Roundabouts)	Warren	Ongoing
<u>Columbia Road (CR 15) Corridor</u>		
Columbia Road Widening from Fields-Ertel to Montgomery Road	Warren	On-hold
Columbia Road and Davis Road Intersection Improvement	Warren	Ongoing
Columbia Road at Mason-Morrow-Millgrove Road Roundabout	Warren	Ongoing
<u>King Avenue Corridor</u>		
King Avenue and King Court Roundabout	Warren	Ongoing
King Avenue – Kings Court to Miami Avenue	Warren	New
<u>Kings Mill Road Corridor</u>		
Kings Mill Road (CR 31) / Kings Island Drive (CR 110) Improvements 2023	Warren	New
<u>Fields-Ertel Corridor</u>		
Fields-Ertel Road Widening – Snider Road to Wilkens Boulevard (PID 114606)	Warren	Ongoing
<u>Union Road Corridor</u>		
Union Road and Manchester Road Intersection Improvements	Warren	On-hold
<u>William Good Boulevard</u>		
Wm Good Boulevard Extension/Scholl Road Improvements	Warren	Ongoing
<u>Channel Maintenance Projects</u>		
Various Locations	Warren	New

EXHIBIT B

WARREN COUNTY TID PLEGDED REVENUE SUMMARY - December 2022

COUNTY PLEDGED AMOUNT	
County Fund #4484 (P&G TIF)	
Total To Date	\$38,029,368
County Fund #4451 (Roadway Infrastructure Improvements)	
2011	\$ 1,000,000
2015	\$ 287,865
2020	\$ 7,000,000
2021	\$ 10,000,000
2022	\$ 10,000,000
2023	\$ 10,000,000**
County Fund #4485 (Racino TIF)	
2013	\$ 750,000*
2016	\$ 3,100,000*
2017	\$ 150,000*
County Engineer Fund #2202	
2016	\$ 925,231
2017	\$ 600,000
2019	\$ 150,000
2023	\$ 100,000**
County Fund #7757 (Mercy Health Pass-Thru)	
2023	\$ 7,500,000**

*Any portion of the County Pledged Amount fom County Fund #4485 (Racino TIF Fund) shall be allocated only to those TID Projects and purposes that are eligible for the use of Racino Tax Increment Financing Revenues established by Resolution Numbers 12-1391 and 12-1604 and related actions and agreements on file with the County.

**Any funds held in the County Fund #7757 (Mercy Health Pass-Thru Fund) shall be allocated only to those project costs incurred by the TID for the Kings Mills Road/ Kings Island Drive 2023 Improvements Project. In the event of a timing issue, in receiving funds from County Fund #7757 for said improvements, funds from County Fund #4451 may be cash advanced to cover project costs. The cash advance shall be immediately repaid upon receipt of the funds from County Fund #7757.

**THE WARREN COUNTY
TRANSPORTATION
IMPROVEMENT DISTRICT**

By: _____
Neil F. Tunison, Secretary-Treasurer

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

By: _____
Thomas Grossmann, Commissioner

By: _____
David G. Young, Commissioner

By: _____
Shannon Jones, Commissioner