

Resolution

Number 24-0899

Adopted Date July 16, 2024

APPROVING THE LATERAL TRANSFER OF AMANDA JOHNSON FROM PROTECTIVE SERVICES CASEWORKER II TO ADOPTION CASEWORKER I WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION

WHEREAS, the Director and Deputy Director of Children Services have requested the lateral transfer of Amanada Johnson from Protective Services Caseworker II, pay grade 16 to Adoption Caseworker I, pay grade 16.

NOW THEREFORE BE IT RESOLVED, to approve the lateral transfer of Amanda Johnson from Protective Services Caseworker II to Adoption Caseworker I within the Department of Job and Family Services, Children Services Division effective July 15, 2024.

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

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

Resolution adopted this 16th day of July 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

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

Resolution

Number 24-0900

Adopted Date July 16, 2024

**APPROVING THE RECLASSIFICATION OF MULTIPLE CASEWORKERS WITHIN THE
WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES CHILDREN
SERVICES DIVISION**

WHEREAS, the Director and Deputy Director have indicated several caseworkers have completed the required CORE training and should be reclassified to a Caseworker II position and several caseworkers are performing the essential duties of a Caseworker III and therefore request to reclassify the following staff to said position and wage:

| | | | |
|-------------------|------------------------------------|--------------|---------|
| Matthew Daniel | Protective Services Caseworker II | Pay Grade 16 | \$22.39 |
| Taylor Munn | Protective Services Caseworker II | Pay Grade 16 | \$22.39 |
| Myrissa Kelly | Protective Services Caseworker II | Pay Grade 16 | \$22.39 |
| Cayley Saunders | Protective Services Caseworker III | Pay Grade 18 | \$24.87 |
| Breanna Brunsmann | Protective Services Caseworker III | Pay Grade 18 | \$24.87 |
| Chelsea Fisco | Foster Care Caseworker II | Pay Grade 18 | \$24.87 |
| Samantha Pastrana | Adoption Caseworker II | Pay Grade 18 | \$24.87 |
| Joseph Staudt | Protective Services Caseworker III | Pay Grade 18 | \$24.87 |
| McKenna Hammonds | Screeners III | Pay Grade 18 | \$24.87 |
| Sydney Newell | Investigative Caseworker III | Pay Grade 18 | \$24.87 |
| Emily Gibson | Protective Services Caseworker III | Pay Grade 18 | \$24.87 |

NOW THEREFORE BE IT RESOLVED, to reclassify said staff to said positions within the Warren County Department of Job and Family Services, Children Services Division, effective pay period beginning July 13, 2024.

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

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

Resolution adopted this 16th day of July 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Children Services (file)
OMB – S. Spencer
Employees' Personnel files

Resolution

Number 24-0901

Adopted Date July 16, 2024

APPROVING THE END OF A 365-DAY PROBATIONARY PERIOD AND A PAY INCREASE FOR TIFFANY BALDWIN WITHIN THE EMERGENCY SERVICES DEPARTMENT

WHEREAS, Tiffany Baldwin, Emergency Communications Operator within the Emergency Services Department, has successfully completed a 365-day probationary period.

NOW THEREFORE BE IT RESOLVED, to approve Tiffany Baldwin's completion of 365-day probationary period and a pay increase to end of probationary rate of \$24.00 per hour effective pay period beginning July 11, 2024.

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

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

Resolution adopted this 16th day of July 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Emergency Services (file)
T. Baldwin's Personnel File
OMB – Sue Spencer

Resolution

Number 24-0902

Adopted Date July 16, 2024

APPROVING THE END OF A 365-DAY PROBATIONARY PERIOD AND A PAY INCREASE FOR QUENTIN COX WITHIN THE EMERGENCY SERVICES DEPARTMENT

WHEREAS, Quentin Cox, Emergency Communications Operator within the Emergency Services Department, has successfully completed a 365-day probationary period.

NOW THEREFORE BE IT RESOLVED, to approve Quentin Cox's completion of 365-day probationary period and a pay increase to end of probationary rate of \$24.00 per hour effective pay period beginning July 11, 2024.

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

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

Resolution adopted this 16th day of July 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Emergency Services (file)
Q. Cox's Personnel File
OMB – Sue Spencer

Resolution

Number 24-0903

Adopted Date July 16, 2024

APPROVING A TEMPORARY PAY SUPPLEMENT FOR JEFFERY STILGENBAUER,
FISCAL SPECIALIST, WITHIN THE OFFICE OF MANAGEMENT AND BUDGET

WHEREAS, due to the understaffing of Commissioner Departments, the Deputy County Administrator requests the pay supplement of \$1.00 per hour to be approved for Mr. Stilgenbauer, as he is providing services to the other departments outside the Office of Management and Budget.

NOW THEREFORE BE IT RESOLVED, to approve the pay supplement of \$1.00 per hour to Jeffery Stilgenbauer effective pay period beginning June 01, 2024; and

BE IT FURTHER RESOLVED, this pay supplement for Jeffery Stilgenbauer will remain in effect until further notice and he is relieved of outside duties.

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

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

Resolution adopted this 16th day of July 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: OMB (file)
J. Stilgenbauer's Personnel File
OMB-Sue Spencer

Resolution

Number 24-0904

Adopted Date July 16, 2024

HIRING JACOB MORRISON AS SENIOR ENGINEER WITHIN THE WARREN COUNTY WATER AND SEWER DEPARTMENT

BE IT RESOLVED, to hire Jacob Morrison as Senior Engineer within the Warren County Water and Sewer Department, classified, full-time, permanent, exempt status, Pay Range B, \$3,365.39 bi-weekly, effective August 12, 2024, subject to a negative drug screen and a 365-day probationary period.

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

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

Resolution adopted this 16th day of July 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

H/R

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

Resolution

Number 24-0905

Adopted Date July 16, 2024

APPROVING A PAY INCREASE AND RECLASSIFICATION OF KATHRYN GILBERT TO SENIOR ENGINEER, WITHIN THE WATER AND SEWER DEPARTMENT

WHEREAS, where the Sanitary Engineer indicated Kathryn Gilbert is performing the duties of a Senior Engineer and has requested a pay increase and reclassification of Kathryn Gilbert.


NOW THEREFORE BE IT RESOLVED, to approve a pay increase and reclassification of Kathryn Gilbert to Senior Engineer within the Water and Sewer Department pay grade B, \$3,673.08 bi-weekly, effective pay period beginning July 13, 2024.

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

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

Resolution adopted this 16th day of July 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Water and Sewer (file)
K. Gilbert's Personnel file
OMB – Sue Spencer

Resolution

Number 24-0906

Adopted Date July 16, 2024

AUTHORIZING THE POSTING OF A "CUSTODIAL WORKER I" POSITION, WITHIN THE FACILITIES MANAGEMENT DEPARTMENT, IN ACCORDANCE WITH THE WARREN COUNTY PERSONNEL POLICY MANUAL, SECTION 2.02(A)

WHEREAS, there exists one opening for a "Custodial Worker I" position within the Facilities Management Department.

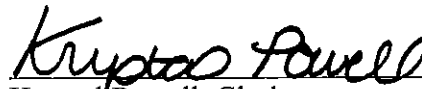
NOW THEREFORE BE IT RESOLVED, to authorize the posting of the position of "Custodial Worker I" in accordance with Warren County Personnel Policy Manual, Section 2.02(A); posting to occur for a period of at least seven (7) consecutive calendar days beginning July 10, 2024.

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

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

Resolution adopted this 16th day of July 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

H/R

cc: Facilities Management (file)
S. Spencer - OMB

Resolution

Number 24-0907

Adopted Date July 16, 2024

AUTHORIZING THE POSTING OF A "BUSINESS MANAGER" POSITION, WITHIN THE FACILITIES MANAGEMENT DEPARTMENT, IN ACCORDANCE WITH THE WARREN COUNTY PERSONNEL POLICY MANUAL, SECTION 2.02(A)

WHEREAS, there exists one opening for a "Business Manager" position within the Facilities Management Department.

NOW THEREFORE BE IT RESOLVED, to authorize the posting of the position of "Business Manager" in accordance with Warren County Personnel Policy Manual, Section 2.02(A); posting to occur for a period of at least seven (7) consecutive calendar days beginning July 8, 2024.

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

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

Resolution adopted this 16th day of July 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

H/R

cc: Facilities Management (file)
S. Spencer - OMB

Resolution

Number 24-0908

Adopted Date July 16, 2024

AUTHORIZING THE POSTING OF AN "ELIGIBILITY REFERRAL SPECIALIST II" POSITION, WITHIN THE DEPARTMENT OF JOB AND FAMILY SERVICES, HUMAN SERVICES DIVISION, IN ACCORDANCE WITH THE WARREN COUNTY PERSONNEL POLICY MANUAL, SECTION 2.02(A)

WHEREAS, there exists one opening for an "Eligibility Referral Specialist II" position within the Department of Job and Family Services, Human Services Division.

NOW THEREFORE BE IT RESOLVED, to authorize the posting of the position of "Eligibility Referral Specialist II" in accordance with Warren County Personnel Policy Manual, Section 2.02(A); posting to occur for a period of at least seven (7) consecutive calendar days beginning July 10, 2024.

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

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

Resolution adopted this 16th day of July 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

H/R

cc: Human Services (file)
S. Spencer - OMB

Resolution

Number 24-0909

Adopted Date July 16, 2024

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

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

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

NOW THEREFORE BE IT RESOLVED, to authorize and direct the Clerk to publish a Notice of Public Review for Warren County's CAPER for Program Year 2023 relative to the Community Development Block Grant (CDBG) Entitlement Program; said publication to appear in Journal News newspaper on July 14, 2024.

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

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

Resolution adopted this 16th day of July 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

/sm

cc: OGA (file)

Resolution

Number 24-0910

Adopted Date July 16, 2024

AUTHORIZING THE WATER AND SEWER DEPARTMENT TO COMPLETE AND SIGN AN APPLICATION TO ACCESS FUNDING AWARDED FROM THE ONE TIME STRATEGIC COMMUNITY INVESTMENTS GRANT PROGRAM UNDER OHIO HOUSE BILL 2

WHEREAS, on June 28, 2024, Ohio Governor Mike DeWine signed House Bill 2 appropriating \$717.8 million for One Time Strategic Community Investments; and

WHEREAS, the Warren County Water and Sewer Department was awarded \$200,000 for the Warren County Ion Exchange Project under the One Time Strategic Community Investments Grant Program; and

WHEREAS, the application process to access funding for the One Time Strategic Community Investments Grant Program will commence in mid-July, with applications available on the Ohio Grants Partnership Funding Opportunities webpage.

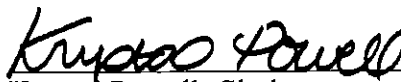
NOW THEREFORE BE IT RESOLVED, to authorize the Director of Fiscal Operations for the Water & Sewer Department to complete and sign the application to access funding for the \$200,000 awarded to the Water & Sewer Department for the Warren County Ion Exchange Project from the One Time Strategic Community Investments Grant Program under House Bill 2.

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

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

Resolution adopted this 16th day of July 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

mbz

cc: Water/Sewer (file)

Resolution

Number 24-0911

Adopted Date July 16, 2024

AUTHORIZING THE PRESIDENT OF THE BOARD OF COMMISSIONERS TO SIGN CAD INTEROPERABILITY MEMORANDUM OF UNDERSTANDING WITH CINCINNATI EMERGENCY COMMUNICATIONS CENTER

BE IT RESOLVED, to authorize the President of the Board of Commissioners, on behalf of Emergency Services Department, to sign the CAD Interoperability Memorandum of Understanding with Cincinnati Emergency Communications Center; copy of said Memorandum of Understanding attached hereto and made a part hereof.

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

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

Resolution adopted this 16th day of July 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: c/a—City of Cincinnati
Emergency Services (file)

MEMORANDUM OF UNDERSTANDING
CAD INTEROPERABILITY

This memorandum of understanding ("MOU") is entered into this 16 day of July, 20 , by and between Cincinnati Emergency Communications Center, an agency of the City of Cincinnati, Ohio, and Warren County Communications, an agency of Warren County, Ohio, (herein individually as "Party" and collectively as "the Parties").

WHEREAS, The Parties each operate independent CAD systems under the authority granted by their respective governing entities; and

WHEREAS, each Party's CAD system is an automated Police, Fire, EMS call dispatch system utilizing computer access to share information; and

WHEREAS, the Parties wish to encourage cooperation amongst emergency services entities located in the City of Cincinnati and Warren County by developing and improving emergency communication procedures that allow the Parties to quickly respond to any person seeking police, fire, medical, rescue, and other emergency services; and

WHEREAS, the Southwest Ohio CAD-to-CAD Hub was created to facilitate the desired improvements in emergency communication procedures; and

WHEREAS, the Parties have each independently contracted with CentralSquare to enable proprietary CAD systems provided by different software companies to communicate with one another.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Warren County Telecommunications is the primary administrator of the Southwest Ohio CAD-to-CAD Hub ("Hub") and is responsible for overseeing all connections with and granting access to each agency participating in the Hub. Each agency's designated administrator will be granted access and will be responsible for maintaining and updating the agency's data in the Hub.
2. The Parties will negotiate with their respective CAD vendor to establish an interface and connection to the Southwest Ohio CAD-to-CAD HUB. Any agreement between a Party with their CAD vendor does not create any obligation of the other Party to this MOU.
3. The Parties will provide network access to CentralSquare so that CentralSquare can install the necessary software on their respective systems. Each Party controls the level of access based on the Party's policies and procedures for vendor access. Any access a Party provides to CentralSquare is limited to that Party only. Any access a Party provides to CentralSquare does not create any obligation of the other Party of this MOU.

4. Each Party will designate an information technology specialist or appropriate CAD administrator to work with CentralSquare in coordinating the software implementation.
5. Each Party shall be responsible for its own costs, including connection fees and ongoing costs, such as annual maintenance; and neither Party shall be required to reimburse the other for any expenses related to activities under this MOU.
6. The Parties shall abide by the rules provided in the document *Sharing, Use, and Release of CAD and RMS Info by Outside Agencies*, which is attached to this MOU as Exhibit 1.
7. A Party electing to terminate or to not renew its agreement with CentralSquare, shall immediately provide written notice to the other Party.
8. The Parties acknowledge they are each governed by Ohio Public Records Law and records (as defined by Ohio Revised Code §§ 149.011 and 149.43) related to this MOU and may be subject to disclosure under the Ohio Public Records Laws. The Parties acknowledge that the CentralSquare system does not retain data and, therefore, cannot be used to retrieve data. Should either Party receive a public records request regarding any record subject to the MOU, that Party shall respond to that request in compliance with Ohio law including any record created and/or transmitted by the other Party. Neither Party shall have a duty to defend the rights of the other Party or any of the other Party's agents or affiliates in any records requested to be disclosed.

Upon receipt of a public records request for records that were not originally generated by the Party receiving the request (the "Receiving Party"), the Receiving Party will notify the Party which originally generated the records (the "Originating Party") of its intent to release records to the person requesting the records (the "Requestor"). The Originating Party shall have a maximum of five (5) business days beginning with the date it receives the notification to respond to the Receiving Party by either (a) providing the requested record to the Requestor; or (b) pursuing legal remedies to stop the Receiving Party's release of the requested records.

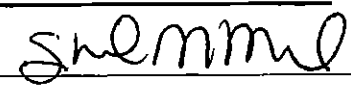
The Originating Party's response will relieve the Receiving Party of any further obligation to provide responsive records to the Requestor. The Originating Party and its agents and affiliates shall have the right to pursue legal and/or equitable remedies to stop or limit provision of the records at their sole expense.

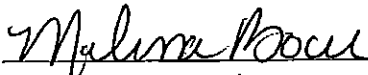
9. **Termination.** Either Party may terminate this agreement with or without cause upon 90 days' written notice of termination.
10. This MOU is subject to, will be governed by, and construed in accordance with the substantive laws in force of the County of Warren, State of Ohio which shall have exclusive jurisdiction over any disputes except in matters of conflict of laws.
11. Each Party to this MOU agrees to be liable for the negligent acts or negligent omissions, intentional or wrongful acts or omissions, by or through itself, its employees and agents. Each Party further agrees to defend itself and pay any judgments and costs arising out of such

negligent, intentional, or wrongful acts or omissions, and nothing in this MOU shall impute or transfer any such liability from one Party to the other.

12. **Amendments.** This MOU may only be amended, modified, or supplemented by an agreement in writing signed by each Party.
13. **Unenforceability.** This MOU sets forth the mutual desires and expectations of the Parties, but is not intended to be legally enforceable or binding on either Party in a court of law. Any disputes arising under this MOU shall be resolved solely through good faith negotiation and compromise between the Parties. The Parties hereby waive any right to pursue legal action against the other Party for any alleged breach or non-performance of this MOU.
14. **Effective Date and Term.** This MOU shall become effective on the date when it has been executed by all the Parties (the "Effective Date"). This MOU is executed when each Party has signed and delivered to the other Party an original copy of this MOU. The initial term of this MOU shall terminate on January 1, 2026 at 12:00 a.m. Upon expiration of the initial term, this MOU will automatically renew every year for one (1) year. The automatic renewal shall be upon the terms and conditions set forth herein, unless either party terminates the MOU by providing at least ninety (90) days advance written notice of termination prior to the expiration of the then current term or amends the MOU as stated in Paragraph 12. This MOU may be automatically renewed up to three (3) times. Should this MOU be renewed all three (3) times, this MOU shall expire on December 31, 2029 at 11:59:59 p.m. Upon that date and time should the Parties wish to continue their relationship, a new MOU must be agreed to and signed by both Parties.

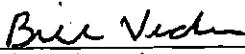
Signed:

City of Cincinnati
Signature: 
Print Name: Sheryl M. M. Long
Title: City Manager
Date: 6/25/2024

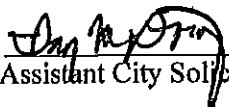
WARREN COUNTY COMMUNICATIONS
Signature: 
Print Name: Melissa Bour
Title: Director
Date: 7/10/24

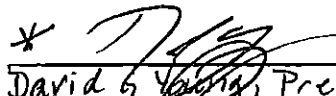
Additional City signatures:

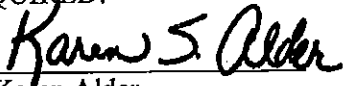
RECOMMENDED BY:

By: 
Bill Vedra, Director
Emergency Communications
Center

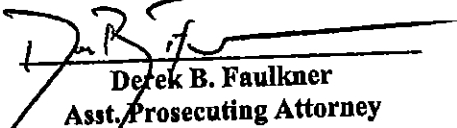
APPROVED AS TO FORM:

By: 
Assistant City Solicitor

 President
NO CERTIFICATION REQUIRED: Warren Co. Commission

By: 
Karen Alder
Finance Director

APPROVED AS TO FORM


Derek B. Faulkner
Asst. Prosecuting Attorney

—Exhibit 1—

Sharing, Use and Release of CAD and RMS Information by Outside Agencies

I. POLICY

Through the Southwest Ohio CAD-to-CAD Hub ("Hub") and the CAD Interoperability Memorandum Of Understanding ("MOU"), Warren County supports the interoperability of the various data communications and information management systems employed by public safety agencies in and around Warren County for the purposes of providing a more efficient response to public safety needs and to better protect the lives and property of the citizens of Warren County and its surrounding areas.

All participants in the Hub and MOU ("Participating Agencies") shall comply with this Policy and all rules and regulations established by Federal, State, and local authorities regarding the access, use, storage, and release of confidential information obtained through various electronic means.

II. PURPOSE

The purpose of this policy is to set forth guidelines for the sharing of public safety related information between Participating Agencies in and around the Warren County area and to provide for the protection of sensitive and protected information from access by unauthorized parties.

III. DEFINITIONS

A. CAD to CAD Product

A system of providing the ability to share information regarding active calls for service between CAD systems through the use of a specially designed integration system and various data communications methods.

B. CAD System

The Computer Aided Dispatch System funded by a Participating Agency, which maintains information on public safety incidents handled by Participating Agencies.

[Handwritten signature]

ALBROKER WZ JACOBZ

Warren County
John R. England

IV. Data Sharing

A. Subject Matter

Pursuant to the requirements and restrictions outlined in this Policy, Participating Agencies agree to provide shared access to current and historical information regarding unit activity, CAD incidents, Geo-spatial and address-specific locations managed through their respective Computer Aided Dispatch Systems and/or interfaces.

Shared access includes, but is not limited to, the following:

- CAD interoperability using one or more CAD Products
- Current CAD incident status and detail information
- Historical CAD incident detail information
- Real-time map-based CAD incident and unit activity

Any and all information shared between Participating Agencies shall solely be used to carry out the Participating Agency's official public safety duties.

Each Participating Agency determines what level of access is shared with the other Participating Agencies.

B. Requirements

Prior to the implementation of any information sharing system between Participating Agencies and any public safety entity that is not a party to the Hub and MOU, the following procedures must be completed:

- Execution of the CAD Interoperability Memorandum of Understanding ("MOU") by the public safety entity requesting information sharing; and
- Notification of all Participating Agencies of the intent to share data with an additional public safety entity.
- As Warren County is primary administrator of the Southwest Ohio CAD-to-CAD Hub, Warren County is the sole Participating Agency that may create access for a public safety entity to the Southwest Ohio CAD-to-CAD Product. Any CAD Interoperability MOU Warren County enters into with a public safety entity shall permit all Participating Agencies to share information with that public safety entity through the Southwest Ohio CAD-to-CAD Product. No other Participating Agency may create access to the Southwest Ohio CAD-to-CAD Product by entering into an MOU or other agreement with a public safety entity.

C. Conflict Resolution and Termination

Any disputes arising out of a conflict between Participating Agencies' policies shall be resolved solely through good faith negotiation and compromise between the Participating Agencies.

In the event of a verifiable, serious breach of information security, any Participating Agency may elect to immediately withdraw permission to access its data systems until an acceptable problem resolution is achieved.

V. Restrictions on Access

A. Unauthorized Use

Participating Agencies, and their employees, are specifically prohibited from accessing any shared information gathered under this Policy for any purpose other than as required to carry out their official public safety duties or for the purpose of administrating, managing or maintaining the Participating Agency's CAD system.

B. Release of Information

Participating Agencies are specifically prohibited from releasing any shared information accessed under this Policy to any person, individual or organization except in the following circumstances:

- Release to any Participating Agency's own or another Participating Agency's personnel as required to carry out the Participating Agencies' official public safety duties; or
- Release to prosecutorial or judicial officials as required during the course of an investigation, prosecution, or other adjudication of an individual or offense; or
- Release of information as dictated by the Ohio Sunshine Law; or
- As required by judicial order or subpoena.

The release of information is otherwise governed by paragraph 8 of the MOU. Should a conflict arise between this section and paragraph 8 of the MOU, paragraph 8 of the MOU shall be controlling.

C. Release of Criminal History Information Data

- No criminal history, Criminal Justice Information Services, Law Enforcement Agency Data System, Bureau of Motor Vehicles, National Crime Information Center, or – Regional Computer Information Center information will be shared via the CAD-to-CAD product.
 - If any CJIS information listed above is inadvertently transmitted, the receiver shall immediately notify the sending entity and will ensure the information is kept confidential.

Resolution

Number 24-0912

Adopted Date July 16, 2024

AUTHORIZING THE PRESIDENT OF THE BOARD OF COMMISSIONERS TO SIGN CAD INTEROPERABILITY MEMORANDUM OF UNDERSTANDING WITH CITY OF FRANKLIN COMMUNICATIONS CENTER

BE IT RESOLVED, to authorize the President of the Board of Commissioners, on behalf of Emergency Services Department, to sign the CAD Interoperability Memorandum of Understanding with City of Franklin Communications Center; copy of said Memorandum of Understanding attached hereto and made a part hereof.

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

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

Resolution adopted this 16th day of July 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: c/a—City of Franklin
Emergency Services (file)

MEMORANDUM OF UNDERSTANDING
CAD INTEROPERABILITY

This memorandum of understanding ("MOU") is entered into this 16 day of ^{July}~~June~~, 2024, by and between the City of Franklin Division of Police, an agency of the City of Franklin Ohio, and Warren County Communications, an agency of Warren County, Ohio, (herein individually as "Party" and collectively as "the Parties").

WHEREAS, The Parties each operate independent CAD systems under the authority granted by their respective governing entities; and

WHEREAS, each Party's CAD system is an automated Police, Fire, EMS call dispatch system utilizing computer access to share information; and

WHEREAS, the Parties wish to encourage cooperation amongst emergency services entities located in the City of Franklin and Warren County by developing and improving emergency communication procedures that allow the Parties to quickly respond to any person seeking police, fire, medical, rescue, and other emergency services; and

WHEREAS, the Southwest Ohio CAD-to-CAD Hub was created to facilitate the desired improvements in emergency communication procedures; and

WHEREAS, the Parties have each independently contracted with CentralSquare to enable proprietary CAD systems provided by different software companies to communicate with one another.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Warren County Telecommunications is the primary administrator of the Southwest Ohio CAD-to-CAD Hub ("Hub") and is responsible for overseeing all connections with and granting access to each agency participating in the Hub. Each agency's designated administrator will be granted access and will be responsible for maintaining and updating the agency's data in the Hub.
2. The Parties will negotiate with their respective CAD vendor to establish an interface and connection to the Southwest Ohio CAD-to-CAD HUB. Any agreement between a Party with their CAD vendor does not create any obligation of the other Party to this MOU.
3. The Parties will provide network access to CentralSquare so that CentralSquare can install the necessary software on their respective systems. Each Party controls the level of access based on the ~~agency's~~ Party's policies and procedures for vendor access. Any access a Party provides to CentralSquare is limited to that Party only. Any access a Party provides to CentralSquare does not create any obligation of the other Party of this MOU.

4. Each Party will designate an information technology specialist or appropriate CAD administrator to work with CentralSquare in coordinating the software implementation.
5. Each Party shall be responsible for its own costs, including connection fees and ongoing costs, such as annual maintenance; and neither Party shall be required to reimburse the other for any expenses related to activities under this MOU.
6. The Parties shall abide by the rules provided in the document *Sharing, Use, and Release of CAD and RMS Info by Outside Agencies*, which is attached to this MOU as Exhibit 1.
7. A Party electing to terminate or to not renew its agreement with CentralSquare, shall immediately provide written notice to the other Party.
8. The Parties acknowledge they are each governed by Ohio Public Records Law and records (as defined by Ohio Revised Code §§ 149.011 and 149.43) related to this MOU and may be subject to disclosure under the Ohio Public Records Laws. The Parties acknowledge that the CentralSquare system does not retain data and, therefore, cannot be used to retrieve data. Should either Party receive a public records request regarding any record subject to the MOU, that Party shall respond to that request in compliance with Ohio law including any record created and/or transmitted by the other Party. Neither Party shall have a duty to defend the rights of the other Party or any of the other Party's agents or affiliates in any records requested to be disclosed.

Upon receipt of a public records request for records that were not originally generated by the Party receiving the request (the "Receiving Party"), the Receiving Party will notify the Party which originally generated the records (the "Originating Party") of its intent to release records to the person requesting the records (the "Requestor"). The Originating Party shall have a maximum of five (5) business days beginning with the date it receives the notification to respond to the Receiving Party by either (a) providing the requested record to the Requestor; or (b) pursuing legal remedies to stop the Receiving Party's release of the requested records.

The Originating Party's response will relieve the Receiving Party of any further obligation to provide responsive records to the Requestor. The Originating Party and its agents and affiliates shall have the right to pursue legal and/or equitable remedies to stop or limit provision of the records at their sole expense.

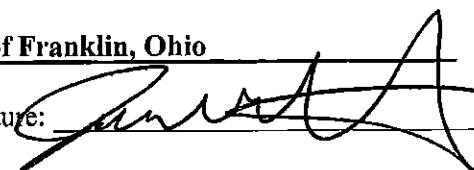
9. **Termination.** Either Party may terminate this agreement with or without cause upon 90 days' written notice of termination.
10. This MOU is subject to, will be governed by, and construed in accordance with the substantive laws in force of the County of Warren, State of Ohio which shall have exclusive jurisdiction over any disputes except in matters of conflict of laws.
11. Each Party to this MOU agrees to be liable for the negligent acts or negligent omissions, intentional or wrongful acts or omissions, by or through itself, its employees and agents. Each Party further agrees to defend itself and pay any judgments and costs arising out of such

negligent, intentional, or wrongful acts or omissions, and nothing in this MOU shall impute or transfer any such liability from one Party to the other.

12. **Amendments.** This MOU may only be amended, modified, or supplemented by an agreement in writing signed by each Party.
13. **Unenforceability.** This MOU sets forth the mutual desires and expectations of the Parties, but is not intended to be legally enforceable or binding on either Party in a court of law. Any disputes arising under this MOU shall be resolved solely through good faith negotiation and compromise between the Parties. The Parties hereby waive any right to pursue legal action against the other Party for any alleged breach or non-performance of this MOU.
14. **Effective Date and Term.** This MOU shall become effective on the date when it has been executed by all the Parties (the "Effective Date"). This MOU is executed when each Party has signed and delivered to the other Party an original copy of this MOU. The initial term of this MOU shall terminate on January 1, 2026 at 12:00 a.m. Upon expiration of the initial term, this MOU will automatically renew every year for one (1) year. The automatic renewal shall be upon the terms and conditions set forth herein, unless either party terminates the MOU by providing at least ninety (90) days advance written notice of termination prior to the expiration of the then current term or amends the MOU as stated in Paragraph 12. This MOU may be automatically renewed up to three (3) times. Should this MOU be renewed all three (3) times, this MOU shall expire on December 31, 2029 at 11:59:59 p.m. Upon that date and time should the Parties wish to continue their relationship, a new MOU must be agreed to and signed by both Parties.

Signed:

City of Franklin, Ohio

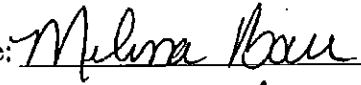
Signature: 

Print Name: Jonathan Westendorf

Title: City Manager

Date: 6/3/24


WARREN COUNTY COMMUNICATIONS

Signature: 

Print Name: Melissa Bour

Title: Director

Date: 7/10/24

*  7-10-24
David Young, President
Warren Co. Commissioners

APPROVED AS TO FORM


Derek B. Faulkner
Asst. Prosecuting Attorney

Resolution

Number 24-0913

Adopted Date July 16, 2024

AUTHORIZING THE PRESIDENT OF THE BOARD OF COMMISSIONERS TO SIGN CAD INTEROPERABILITY MEMORANDUM OF UNDERSTANDING WITH WEST CHESTER COMMUNICATIONS CENTER

BE IT RESOLVED, to authorize the President of the Board of Commissioners, on behalf of Emergency Services Department, to sign the CAD Interoperability Memorandum of Understanding with West Chester Communications Center; copy of said Memorandum of Understanding attached hereto and made a part hereof.

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

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

Resolution adopted this 16th day of July 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: c/a—West Chester Township
Emergency Services (file)

MEMORANDUM OF UNDERSTANDING
CAD INTEROPERABILITY

This memorandum of understanding ("MOU") is entered into this ¹⁶~~13th~~ day of ~~June~~^{July}, 2024, by and between West Chester Township Communications, an agency of West Chester Township, Ohio, and Warren County Communications, an agency of Warren County, Ohio, (herein individually as "Party" and collectively as "the Parties").

WHEREAS, The Parties each operate independent CAD systems under the authority granted by their respective governing entities; and

WHEREAS, each Party's CAD system is an automated Police, Fire, EMS call dispatch system utilizing computer access to share information; and

WHEREAS, the Parties wish to encourage cooperation amongst emergency services entities located in West Chester Township and Warren County by developing and improving emergency communication procedures that allow the Parties to quickly respond to any person seeking police, fire, medical, rescue, and other emergency services; and

WHEREAS, the Southwest Ohio CAD-to-CAD Hub was created to facilitate the desired improvements in emergency communication procedures; and

WHEREAS, the Parties have each independently contracted with CentralSquare to enable proprietary CAD systems provided by different software companies to communicate with one another.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Warren County Telecommunications is the primary administrator of the Southwest Ohio CAD-to-CAD Hub ("Hub") and is responsible for overseeing all connections with and granting access to each agency participating in the Hub. Each agency's designated administrator will be granted access and will be responsible for maintaining and updating the agency's data in the Hub.
2. The Parties will negotiate with their respective CAD vendor to establish an interface and connection to the Southwest Ohio CAD-to-CAD HUB. Any agreement between a Party with their CAD vendor does not create any obligation of the other Party to this MOU.
3. The Parties will provide network access to CentralSquare so that CentralSquare can install the necessary software on their respective systems. Each Party controls the level of access based on the Party's policies and procedures for vendor access. Any access a Party provides to CentralSquare is limited to that Party only. Any access a Party provides to CentralSquare does not create any obligation of the other Party of this MOU.

4. Each Party will designate an information technology specialist or appropriate CAD administrator to work with CentralSquare in coordinating the software implementation.
5. Each Party shall be responsible for its own costs, including connection fees and ongoing costs, such as annual maintenance; and neither Party shall be required to reimburse the other for any expenses related to activities under this MOU.
6. The Parties shall abide by the rules provided in the document *Sharing, Use, and Release of CAD and RMS Info by Outside Agencies*, which is attached to this MOU as Exhibit 1.
7. A Party electing to terminate or to not renew its agreement with CentralSquare, shall immediately provide written notice to the other Party.
8. The Parties acknowledge they are each governed by Ohio Public Records Law and records (as defined by Ohio Revised Code §§ 149.011 and 149.43) related to this MOU and may be subject to disclosure under the Ohio Public Records Laws. The Parties acknowledge that the CentralSquare system does not retain data and, therefore, cannot be used to retrieve data. Should either Party receive a public records request regarding any record subject to the MOU, that Party shall respond to that request in compliance with Ohio law including any record created and/or transmitted by the other Party. Neither Party shall have a duty to defend the rights of the other Party or any of the other Party's agents or affiliates in any records requested to be disclosed.

Upon receipt of a public records request for records that were not originally generated by the Party receiving the request (the "Receiving Party"), the Receiving Party will notify the Party which originally generated the records (the "Originating Party") of its intent to release records to the person requesting the records (the "Requestor"). The Originating Party shall have a maximum of five (5) business days beginning with the date it receives the notification to respond to the Receiving Party by either

- (a) providing the requested record to the Requestor; or
- (b) pursuing legal remedies to stop the Receiving Party's release of the requested records.

The Originating Party's response will relieve the Receiving Party of any further obligation to provide responsive records to the Requestor. The Originating Party and its agents and affiliates shall have the right to pursue legal and/or equitable remedies to stop or limit provision of the records at their sole expense.

9. **Termination.** Either Party may terminate this agreement with or without cause upon 90 days' written notice of termination.
10. This MOU is subject to, will be governed by, and construed in accordance with the substantive laws in force of the County of Warren, State of Ohio which shall have exclusive jurisdiction over any disputes except in matters of conflict of laws.
11. Each Party to this MOU agrees to be liable for the negligent acts or negligent omissions, intentional or wrongful acts or omissions, by or through itself, its employees and agents. Each Party further agrees to defend itself and pay any judgments and costs arising out of such

negligent, intentional, or wrongful acts or omissions, and nothing in this MOU shall impute or transfer any such liability from one Party to the other.

12. **Amendments.** This MOU may only be amended, modified, or supplemented by an agreement in writing signed by each Party.
13. **Unenforceability.** This MOU sets forth the mutual desires and expectations of the Parties, but is not intended to be legally enforceable or binding on either Party in a court of law. Any disputes arising under this MOU shall be resolved solely through good faith negotiation and compromise between the Parties. The Parties hereby waive any right to pursue legal action against the other Party for any alleged breach or non-performance of this MOU.
14. **Effective Date and Term.** This MOU shall become effective on the date when it has been executed by all the Parties (the "Effective Date"). This MOU is executed when each Party has signed and delivered to the other Party an original copy of this MOU. The initial term of this MOU shall terminate on January 1, 2026 at 12:00 a.m. Upon expiration of the initial term, this MOU will automatically renew every year for one (1) year. The automatic renewal shall be upon the terms and conditions set forth herein, unless either party terminates the MOU by providing at least ninety (90) days advance written notice of termination prior to the expiration of the then current term or amends the MOU as stated in Paragraph 12. This MOU may be automatically renewed up to three (3) times. Should this MOU be renewed all three (3) times, this MOU shall expire on December 31, 2029 at 11:59:59 p.m. Upon that date and time should the Parties wish to continue their relationship, a new MOU must be agreed to and signed by both Parties.

Signed:

WEST CHESTER TOWNSHIP

Signature: Dennis Dick
Print Name: Dennis Dick
Title: Director - CIT
Date: 6/12/2024

WARREN COUNTY COMMUNICATIONS

Signature: Melissa Bour
Print Name: Melissa Bour
Title: Director
Date: 6/11/2024

* [Signature]
David G. Young, President
Warren County Commissioners
APPROVED AS TO FORM

[Signature]
Derek B. Faulkner
Asst. Prosecuting Attorney

—Exhibit 1—

Sharing, Use and Release of CAD and RMS Information by Outside Agencies

I. POLICY

Through the Southwest Ohio CAD-to-CAD Hub ("Hub") and the CAD Interoperability Memorandum Of Understanding ("MOU"), Warren County supports the interoperability of the various data communications and information management systems employed by public safety agencies in and around Warren County for the purposes of providing a more efficient response to public safety needs and to better protect the lives and property of the citizens of Warren County and its surrounding areas.

All participants in the Hub and MOU ("Participating Agencies") shall comply with this Policy and all rules and regulations established by Federal, State, and local authorities regarding the access, use, storage, and release of confidential information obtained through various electronic means.

II. PURPOSE

The purpose of this policy is to set forth guidelines for the sharing of public safety related information between Participating Agencies in and around the Warren County area and to provide for the protection of sensitive and protected information from access by unauthorized parties.

III. DEFINITIONS

A. CAD to CAD Product

A system of providing the ability to share information regarding active calls for service between CAD systems through the use of a specially designed integration system and various data communications methods.

B. CAD System

The Computer Aided Dispatch System funded by a Participating Agency, which maintains information on public safety incidents handled by Participating Agencies.

IV. Data Sharing

A. Subject Matter

Pursuant to the requirements and restrictions outlined in this Policy, Participating Agencies agree to provide shared access to current and historical information regarding unit activity, CAD incidents, Geo-spatial and address-specific locations managed through their respective Computer Aided Dispatch Systems and/or interfaces.

Shared access includes, but is not limited to, the following:

- CAD interoperability using one or more CAD Products
- Current CAD incident status and detail information
- Historical CAD incident detail information
- Real-time map-based CAD incident and unit activity

Any and all information shared between Participating Agencies shall solely be used to carry out the Participating Agency's official public safety duties.

Each Participating Agency determines what level of access is shared with the other Participating Agencies.

B. Requirements

Prior to the implementation of any information sharing system between Participating Agencies and any public safety entity that is not a party to the Hub and MOU, the following procedures must be completed:

- Execution of the CAD Interoperability Memorandum of Understanding ("MOU") by the public safety entity requesting information sharing; and
- Notification of all Participating Agencies of the intent to share data with an additional public safety entity.
- As Warren County is primary administrator of the Southwest Ohio CAD-to-CAD Hub, Warren County is the sole Participating Agency that may create access for a public safety entity to the Southwest Ohio CAD-to-CAD Product. Any CAD Interoperability MOU Warren County enters into with a public safety entity shall permit all Participating Agencies to share information with that public safety entity through the Southwest Ohio CAD-to-CAD Product. No other Participating Agency may create access to the Southwest Ohio CAD-to-CAD Product by entering into an MOU or other agreement with a public safety entity.

C. Conflict Resolution and Termination

Any disputes arising out of a conflict between Participating Agencies' policies shall be resolved solely through good faith negotiation and compromise between the Participating Agencies.

In the event of a verifiable, serious breach of information security, any Participating Agency may elect to immediately withdraw permission to access its data systems until an acceptable problem resolution is achieved.

V. Restrictions on Access

A. Unauthorized Use

Participating Agencies, and their employees, are specifically prohibited from accessing any shared information gathered under this Policy for any purpose other than as required to carry out their official public safety duties or for the purpose of administrating, managing or maintaining the Participating Agency's CAD system.

B. Release of Information

Participating Agencies are specifically prohibited from releasing any shared information accessed under this Policy to any person, individual or organization except in the following circumstances:

- Release to any Participating Agency's own or another Participating Agency's personnel as required to carry out the Participating Agencies' official public safety duties; or
- Release to prosecutorial or judicial officials as required during the course of an investigation, prosecution, or other adjudication of an individual or offense; or
- Release of information as dictated by the Ohio Sunshine Law; or
- As required by judicial order or subpoena.

The release of information is otherwise governed by paragraph 8 of the MOU. Should a conflict arise between this section and paragraph 8 of the MOU, paragraph 8 of the MOU shall be controlling.

C. Release of Criminal History Information Data

- No criminal history, Criminal Justice Information Services, Law Enforcement Agency Data System, Bureau of Motor Vehicles, National Crime Information Center, or – Regional Computer Information Center information will be shared via the CAD-to-CAD product.
 - If any CJIS information listed above is inadvertently transmitted, the receiver shall immediately notify the sending entity and will ensure the information is kept confidential.

Resolution

Number 24-0914

Adopted Date July 16, 2024

ENTER INTO AN EXCLUSIVE AND TEMPORARY EASEMENT WITH A. JACK AND LISA M. RAMEY FOR THE TOWNSHIP LINE ROAD BRIDGE #134-3.76 REPLACEMENT PROJECT

WHEREAS, in order to improve Township Line Road Bridge #134-3.76 it is necessary to construct a bridge replacement project and in order to do this work it is necessary to enter onto property, which is owned by A. Jack and Lisa M. Ramey, grantors; and

WHEREAS, in order to accomplish the foregoing, it is necessary to obtain a temporary easement from the property owner; and

WHEREAS, the land for the temporary easement is as follows:

Temporary Easement – 1T - 0.0298 acres

WHEREAS, the negotiated price for the temporary easement is \$7,000.00.

NOW THEREFORE BE IT RESOLVED, to enter into a temporary easement agreement, copies of which are attached hereto and made a part hereof, with A. Jack and Lisa M. Ramey, for the Township Line Road Bridge Replacement project for the sum of \$7000.00.

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

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

Resolution adopted this 16th day of July 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: c/a—Ramey, A. Jack and Lisa M.
Engineer (file)
Easement file

**EASEMENT AGREEMENT IN THE NAME OF AND FOR THE USE OF
THE WARREN COUNTY BOARD OF COUNTY COMMISSIONERS
P.I.N. #09-18-100-012 (Pt.)**

ARTICLES OF AGREEMENT

This Agreement is entered into the date stated below by A. Jack Ramey and Lisa M. Ramey, husband and wife, whose tax mailing address is 6850 Township Line Road, Waynesville, Ohio 45068 (the "Grantors"), and the Warren County Board of County Commissioners, whose mailing address is 406 Justice Drive, Lebanon, Ohio 45036 (the "Grantee").

The Purpose of this Agreement is to obtain the necessary exclusive and temporary easement for the Township Line Road Bridge #134-3.76 Replacement Project, being a part of a public roadway open to the public without charge.

That the Grantors, for and in consideration of the sum of Seven Thousand Dollars (\$7,000.00) and other considerations to them paid by the Grantee, the receipt and sufficiency of which are hereby stipulated, does hereby grant, bargain and sell, convey and release to the Grantee, its successors and assigns, an exclusive and temporary easement for the purpose of constructing and maintaining the necessary project improvements, in, on, over and under lands situated in Section 18, Town 4, Range 4, M.R.S., Wayne Township, Warren County, State of Ohio, and limited to the area more particularly described as follows:

EXCLUSIVE & TEMPORARY EASEMENT LEGAL DESCRIPTION

See Exhibit "A" for details.

See Exhibit "B" for drawing.

Upon completion of the project, the Grantee agrees to restore any disturbed property, with the exception of any trees, tree limbs and brush that are removed, to its original condition, but not

better than any pre-existing condition. Removal of any trees or brush will be kept to the minimal required for construction.

This Temporary Easement Agreement shall bind and inure to the benefit of each party hereto and their respective heirs, successors and assigns and shall terminate upon the completion of the Township Line Road Bridge #134-3.76 Replacement Project or December 31, 2025, whichever comes first.

Grantors waive an appraisal and/or summary of an appraisal required by Ohio Rev. Code § 163.04 (C), as permitted by the policy of the Warren County Board of Commissioners, adopted as Resolution No. 15-0377.

[the remainder of this page is blank]

GRANTORS

IN EXECUTION WHEREOF, A. Jack Ramey and Lisa M. Ramey, the Grantors herein, husband and wife, who consent hereto, have hereunto set their hands on the date stated below.

SIGNATURE: *A. Jack Ramey*
PRINTED NAME: A. Jack Ramey
DATE: 6-14-24

SIGNATURE: *Lisa M. Ramey*
PRINTED NAME: Lisa M. Ramey
DATE: 06-14-2024

STATE OF OHIO, COUNTY OF WARREN, ss.

BE IT REMEMBERED, on this 14th day of JUNE, 20 24, before me, the subscriber, a Notary Public in and for said state, personally came individuals known or proven to me to be A. Jack Ramey and Lisa M. Ramey, the Grantors in the foregoing Agreement, and acknowledged the signing thereof to be their voluntary act and deed. In compliance with R.C. 147.542 (D)(1), no oath was administered to the signer by this notary in regard to the notarial act.



DOMINIC M. BRIGANO
NOTARY PUBLIC
STATE OF OHIO
Comm. Expires
02/06/2027
Recorded in
Warren [Continued on next page for signature]

Notary Public: *D. M. Brigano*
My commission expires: 02/06/2027

GRANTEE

IN EXECUTION WHEREOF, the Warren County Board of County Commissioners, the Grantee herein, have caused this agreement to be executed by David G. Young, whose title is President or Vice-President, on the date stated below, pursuant to Resolution Number 24-0914, dated 7/16/24

Grantee:

Signature: * [Signature]

Printed Name: David G. Young

Title: President

Date: 7-16-24

STATE OF OHIO, WARREN COUNTY, ss.

BE IT REMEMBERED, that on this 16 day of JULY, 2024 before me, the subscriber, a Notary Public in and for said state, personally came a certain individual known or proven to me to be David G. Young, President or Vice-President of the Warren County Board of County Commissioners, being the Grantee in the foregoing Agreement, and pursuant to the Resolution authorizing such act, did acknowledge the signing thereof to be his or her voluntary act and deed. In compliance with R.C. 147.542 (D)(1), no oath was administered to the signer by this notary in regard to the notarial act.



ASHLEY M WATTS
NOTARY PUBLIC - STATE OF OHIO
Comm. No. 2024-RE-874016 My commission expires: Feb 21, 2029
My Commission Expires Feb. 21, 2029

Notary Public: Ashley M. Watts

Prepared by:

DAVID P. FORNSHELL,
PROSECUTING ATTORNEY
WARREN COUNTY, OHIO

By: [Signature]

Adam Nice, Assistant Prosecutor
520 Justice Drive, 2nd Floor
Lebanon, OH 45036
Ph. (513) 695-1399
Fx. (513) 695-2962
Email: adam.nice@warrencountyprosecutor.com



Exhibit "A"

**A. Jack Ramey and
Lisa M. Ramey
Temporary Easement – 1T
For Township Line Road Bridge
(Bridge No. 134-3.76)
PIN #09-18-100-012**

Situated in Section 18, Town 4, Range 4, M.R.S., Wayne Township, Warren County, Ohio, along the east side of Township Line Road, being part of a 2.52 acre tract conveyed to A. Jack Ramey and Lisa M. Ramey, Grantors, by deed recorded in O.R. 1359, Page 442 in the Warren County Recorder's Office and being more particularly described as follows:

Commencing at the grantors' northwest corner, being in the west line of Section 18;

Thence with the grantors' north line, South 65°21'12" East, a distance of 31.85 feet to a point in the existing east right of way line for Township Line Road (60' R/W) and the **Principal Point of Beginning** for this description;

Thence continuing with the grantors' north line, South 65°21'12" East, a distance of 4.21 feet to a point in the herein described Temporary Easement;

Thence through the grantors' property, with the herein described Temporary Easement for the following four courses:

1. South 03°44'18" East, a distance of 58.95 feet to a point;
2. South 06°18'01" West, a distance of 25.70 feet to a point;
3. South 09°32'38" West, a distance of 41.90 feet to a point;
4. South 57°04'50" West, a distance of 11.48 feet to a point in the existing east right of way line for Township Line Road;

Thence with said existing east right of way line, North 05°01'02" East, a distance of 134.19 feet to the **Principal Point of Beginning**, containing 0.0298 acre (1299 square feet), more or less,

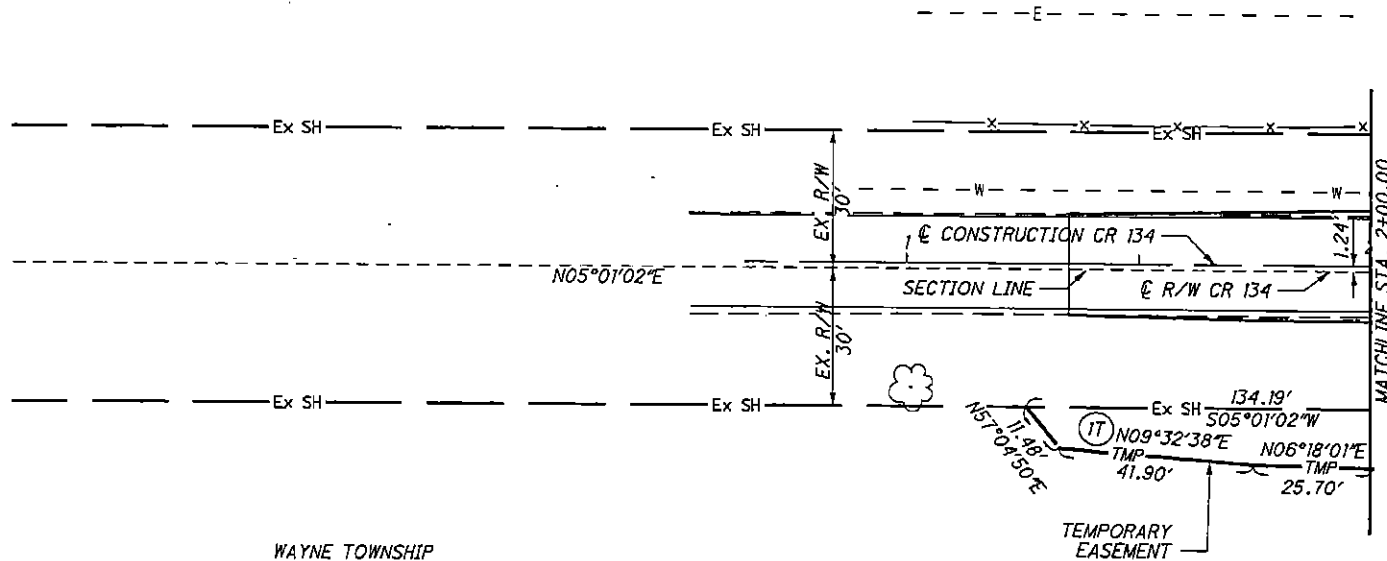
The bearings for this description are based on Ohio State Plane Coordinates, South Zone, NAD83(2011) by GPS utilizing ODOT VRS.

This legal description is based on a survey completed by LJB Inc. in May of 2020 for the Township Line Road Bridge over Newman's Run Project in Wayne Township and Clearcreek Township. This survey references right of way lines established by said survey. This legal description was prepared by David Hulsmeyer, P.S. (Ohio Registration Number 8548) of LJB Inc., 2500 Newmark Drive, Miamisburg, Ohio 45342.

SITUATE IN:
 SECTIONS 18 & 24, TOWN 4, RANGE 4, M.R.S.
 CLEARCREEK TOWNSHIP
 WAYNE TOWNSHIP
 WARREN COUNTY, OHIO

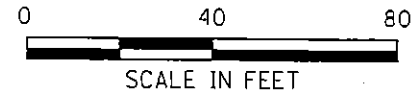
SEC. 24, T.4, R.4, M.R.S.
 CLEARCREEK TOWNSHIP

WAYNE TOWNSHIP
 SEC. 18, T.4, R.4, M.R.S.



① A. JACK RAMEY AND
 LISA M. RAMEY
 PARCEL ID: 09-18-100-012
 O.R. 1359, PG. 442
 2.52 ACRES
 TEMPORARY
 EASEMENT AREA = 0.0298 AC. (1,299 SF)

NORTH & BEARING SYSTEM ARE
 BASED ON OHIO STATE PLANE
 COORDINATES, SOUTH ZONE
 NAD83 (2011) BY GPS UTILIZING
 ODOT VRS



LJB Inc. • 2500 Newmark Drive
 Marietta, OH 45752
 (937) 259-5000 tel • (937) 259-5100 fax • LJBinc.com



JOB#: 0115436A.00

DATE: 5/15/2023

SCALE: 1"=40'

PROJECT: WAR CR 134-03.76

PROPOSED EASEMENT: EXHIBIT 'B'

DSON: JLM DRAWN: JLM CHKD: DH SHEET NO: 1 / 2

SITUATE IN:
 SECTIONS 18 & 24, TOWN 4, RANGE 4, M.R.S.
 CLEARCREEK TOWNSHIP
 WAYNE TOWNSHIP
 WARREN COUNTY, OHIO

NORTH & BEARING SYSTEM ARE
 BASED ON OHIO STATE PLANE
 COORDINATES, SOUTH ZONE
 NAD83 (2011) BY GPS UTILIZING
 ODOT VRS

SEC. 24, T.4, R.4, M.R.S.
 CLEARCREEK TOWNSHIP

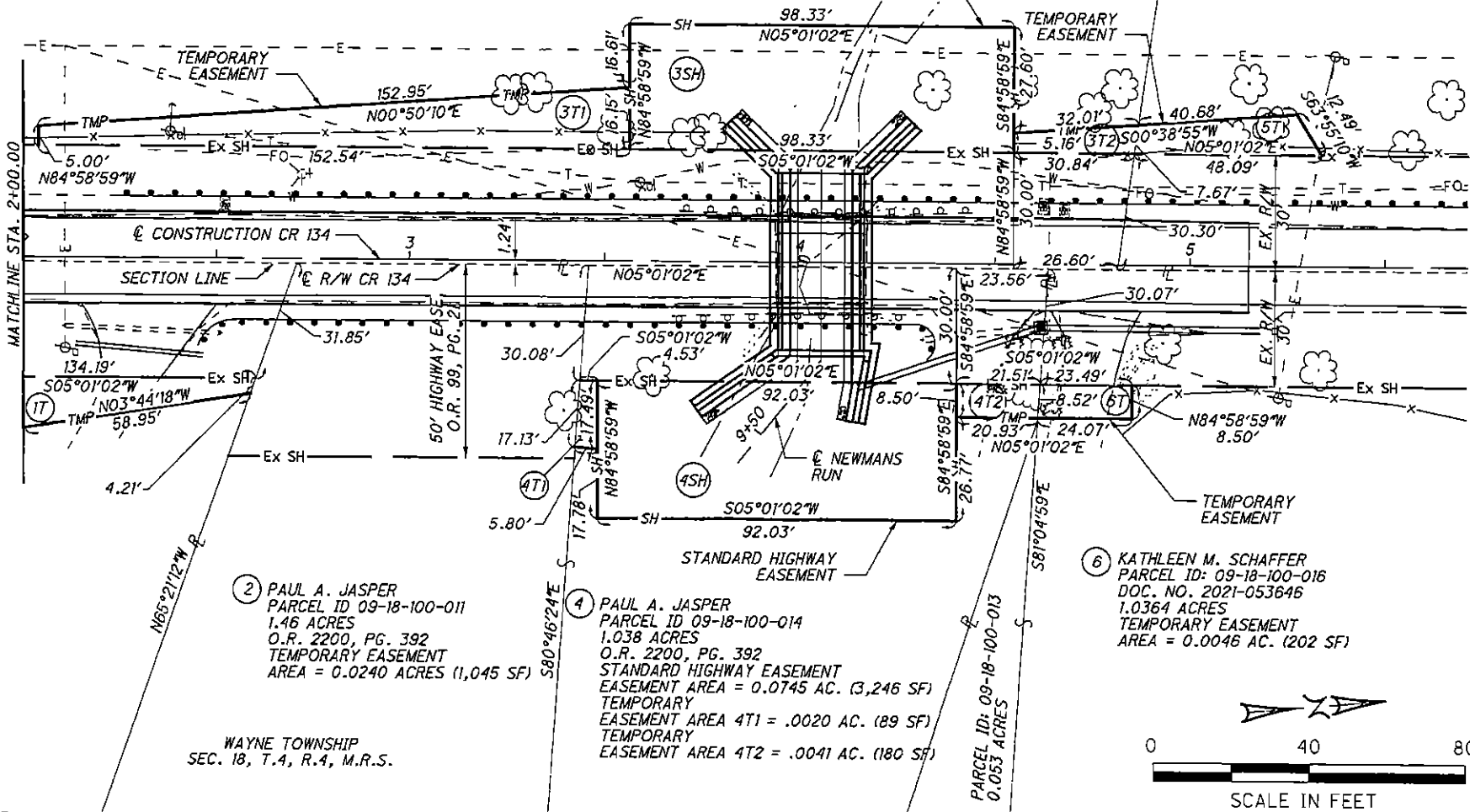
③ DALE R. PLEIMANN &
 SUSAN HUFF PLEIMANN
 PARCEL ID: 09-24-200-003
 DOCUMENT #2021-029039
 30.59 ACRES
 STANDARD HIGHWAY EASEMENT
 EASEMENT AREA = 0.0740 AC. (3221 SF)
 TEMPORARY
 EASEMENT AREA 3T1 = 0.0370 AC. (1613 SF)
 TEMPORARY
 EASEMENT AREA 3T2 = 0.0046 AC. (199 SF)

⑤ ERIN JOY BRODIE MORGAN
 PARCEL ID: 09-24-200-002
 DOC. NO. 2020-022017
 9.957 ACRES
 TEMPORARY EASEMENT
 AREA = 0.0094 AC. (410 SF)

② PAUL A. JASPER
 PARCEL ID 09-18-100-011
 1.46 ACRES
 O.R. 2200, PG. 392
 TEMPORARY EASEMENT
 AREA = 0.0240 ACRES (1,045 SF)

④ PAUL A. JASPER
 PARCEL ID 09-18-100-014
 1.038 ACRES
 O.R. 2200, PG. 392
 STANDARD HIGHWAY EASEMENT
 EASEMENT AREA = 0.0745 AC. (3,246 SF)
 TEMPORARY
 EASEMENT AREA 4T1 = .0020 AC. (89 SF)
 TEMPORARY
 EASEMENT AREA 4T2 = .0041 AC. (180 SF)

⑥ KATHLEEN M. SCHAEFFER
 PARCEL ID: 09-18-100-016
 DOC. NO. 2021-053646
 1.0364 ACRES
 TEMPORARY EASEMENT
 AREA = 0.0046 AC. (202 SF)



| | |
|---|-------------------|
| LJB Inc. • 2500 Newmark Drive Miamisburg, OH 45342 (937) 259-5000 tel • (937) 259-5100 fax • LJBinc.com | |
| | |
| PROJECT: WAR CR 134-03.76 | JOB#: 0115436A.00 |
| PROPOSED EASEMENT: EXHIBIT "B" | DATE: 05/15/2023 |
| DSON: JLM | DRWN: JLM |
| CHKD: DH | SHEET NO: 2 / 2 |
| SCALE: 1"=40' | |

Resolution

Number 24-0915

Adopted Date July 16, 2024

ENTERING INTO A STREAM MITIGATION AGREEMENT FOR A MITIGATION CREDIT RESERVATION AND PURCHASE AGREEMENT WITH WATER AND LAND SOLUTIONS, LLC. ON BEHALF OF THE WARREN COUNTY ENGINEER'S OFFICE

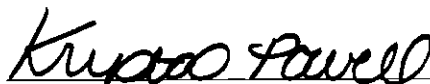
BE IT RESOLVED, to enter into a Mitigation Agreement with Water and Land Solutions, LLC, 248 Southwoods Center, Columbia, IL for the Stream Mitigation Credit Reservation for the Stephens Road Bridge Replacement Project, as attached hereto and made part hereof.

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

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

Resolution adopted this 16th day of July 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: c/a—Water & Land Solutions, LLC.
Engineer (file)

MITIGATION CREDIT RESERVATION AND PURCHASE AGREEMENT

THIS MITIGATION CREDIT RESERVATION AND PURCHASE AGREEMENT (the "Agreement") is made as of this ____ day of _____, 2024 ("Effective Date"), by and between **WATER AND LAND SOLUTIONS, L.L.C.**, a limited liability company organized and filed of public record in the State of North Carolina, as seller ("Seller"), and **THE WARREN COUNTY BOARD OF COUNTY COMMISSIONERS**, a county and political subdivision of the State of Ohio, as purchaser ("Purchaser").

RECITALS

A. Whereas Seller is the sponsor and owner of that certain mitigation bank identified as Dieckbrader Mitigation Bank, U.S. Army Corps of Engineers ("USACE") Action No.: LRH-2022-00163-LMR, located in the Little Miami watershed (HUC 050090202) (the "Mitigation Bank"). The establishment, use, operation, and maintenance of the Mitigation Bank, including the sale and transfer of stream mitigation bank credits ("Mitigation Credits"), are subject to the requirements of that certain Dieckbrader Mitigation Bank Banking Instrument ("MBI") approved by the Interagency Review Team ("IRT," as defined in the MBI) on December 8, 2022.

B. Whereas Purchaser is undertaking the development and/or construction of the project commonly known as **WAR-TR158-0.92 PID 117643 STEPHENS ROAD BRIDGE REPLACEMENT** located in Warren County, Ohio (the "Development Impacts") and in connection therewith has applied for certain permits from USACE Permit Application **TBD**.

C. Purchaser desires to purchase from Seller **360 STREAM bank credits** ("Purchased Credits") generated from the Mitigation Bank for Purchaser to mitigate for the Development Impacts, as more particularly set forth below.

AGREEMENT

NOW, THEREFORE, in consideration of the promises and the mutually dependent covenants contained herein and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, and intending to be legally bound, Seller and Purchaser agree to the following terms and conditions:

1. **Closing; Term and Termination.** This Agreement shall commence upon the Effective Date and shall automatically expire upon 180 days from the latter of the Effective Date or upon Closing on the purchase and sale of the Reserved Credits ("Closing").
2. **Sale of Credits.** Subject to the terms and conditions of this Agreement, Seller agrees to sell, assign, convey and transfer to Purchaser, and Purchaser agrees to purchase from Seller, the Purchased Credits.
3. **Purchase Price.** The aggregate purchase price for the Purchased Credits shall be **Three Hundred Eighty-Five Dollars and 00/100 cents (\$385.00)** per Purchased Credit for a total of **One Hundred Thirty-Eight Thousand Six Hundred Dollars and 00/100 cents (\$138,600.00)** (the "Purchase Price").
4. **Payment of Purchase Price.** The Purchase Price shall be paid by Purchaser to Seller in the following manner:

(a) Purchase Price. The Purchase Price shall be paid by check or wire transfer to the Seller of immediately available funds in full satisfaction of the Purchase Price upon such time as the Parties have fully executed this Agreement (the "Closing").

5. Buyer's Deliveries. At Closing, Buyer shall deliver to Seller the balance of the Purchase Price as provided in Section 4 above.

6. Seller's Deliveries. Upon receipt of the full Purchase Price Seller shall deliver to Purchaser a Bill of Sale evidencing the sale of the Purchased Credits to Purchaser.

7. Closing Costs. Seller shall pay the cost of preparing the Bill of Sale (Exhibit A), any taxes and costs customarily paid by sellers of credits from the Mitigation Bank, and Seller's own attorney's fees. Purchaser shall pay the cost of Purchaser's own attorney's fees, any taxes, and any other costs customarily paid by purchasers of credits from the Mitigation Bank, if any.

8. Limitations on Purchaser's Rights. Seller's sale and conveyance of the Purchased Credits to Purchaser shall not constitute the conveyance or transfer of any right, interest or ownership in real property, nor shall such sale and conveyance impose upon Purchaser any right, obligation, duty or liability arising from or incident to any right, interest or ownership in real property.

9. Default.

(a) By Purchaser. If Purchaser fails to make any payment required of it in Section 3 hereunder, or fails to otherwise perform any of its other material obligations under this Agreement, or if any representation or warranty provided by Purchaser in this Agreement proves to have been misleading or false in any material respect when made or as of Closing, Purchaser shall be deemed to be in default and, at Seller's election, in its sole and absolute discretion, Seller may terminate this Agreement and all of Seller's obligations hereunder. Upon any such termination, (A) if prior to Closing, (i) Purchaser shall lose all of its right and privilege to purchase the Purchased Credits from Seller, (ii) Seller may notify, if required by law, [USACE OR OTHER REQUIRED STATE OR AUTHORITY] of Purchaser's failure to fulfill its obligations under this Agreement; and (B) if after Closing (or is discovered by Seller after Closing), Seller shall have the right to pursue all remedies as may be available to Seller at law or in equity. All rights and remedies of Seller hereunder shall be cumulative and not mutually exclusive of one another.

(b) By Seller. If Seller defaults in performing any of Seller's material obligations under this Agreement, and such default continues for a period of thirty (30) days after Purchaser has provided written notice to Seller of such default, or if any representation or warranty provided by Seller in this Agreement proves to have been misleading or false in any material respect when made or as of Closing, then Seller shall be deemed to be in default and (i) if prior to Closing, Purchaser's sole remedies shall be to terminate this Agreement by providing written notice thereof to Seller, and to receive a refund of the Purchase Price, in which event neither party shall have any further rights or obligations hereunder, except as expressly provided herein; or (ii) if after Closing (or such default is discovered by Purchaser after Closing), Purchaser shall have the right to pursue such remedies as may be available to it at law or in equity.

(c) NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTINUED IN THIS AGREEMENT, IN THE EVENT OF A DEFAULT, THE DEFAULTING PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT, ACTUAL DAMAGES ONLY, AND SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY HEREUNDER. IN NO EVENT SHALL ANY OTHER LIABILITY BE INCURRED BY EITHER PARTY FOR ANY OBLIGATIONS WHICH ARISE UNDER THIS AGREEMENT, INCLUDING (BUT NOT LIMITED TO) CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, OR INDIRECT DAMAGES IN TORT,

CONTRACT OR OTHERWISE. EXCEPT AS OTHERWISE PROVIDED UNDER THIS AGREEMENT, SELLER MAKES NO REPRESENTATION OR WARRANTY HEREUNDER REGARDING THE MERCHANTABILITY OF THE PURCHASED CREDITS OR, WITH RESPECT TO THE PURCHASED CREDITS, ANY ACTION OR FAILURE TO ACT, OR APPROVAL OR FAILURE TO APPROVE, OF ANY GOVERNMENTAL AUTHORITY. REDRESS FOR ANY CLAIM AGAINST SELLER UNDER THIS AGREEMENT SHALL BE LIMITED TO AND ENFORCEABLE ONLY AGAINST AND TO THE EXTENT OF SELLER'S INTEREST IN THE MITIGATION BANK. THE OBLIGATIONS OF SELLER AND PURCHASER UNDER THIS AGREEMENT ARE NOT INTENDED TO BE AND SHALL NOT BE PERSONALLY BINDING ON, NOR SHALL ANY RESORT BE HAD TO THE PRIVATE PROPERTIES OF, ANY OF THEIR DIRECTORS, OFFICERS, PARTNERS, BENEFICIARIES, MEMBERS, STOCKHOLDERS, EMPLOYEES, OR AGENTS.

(d) This Section 10 shall survive Closing or earlier termination of this Agreement.

10. **Representations and Warranties.** Each of Seller and Purchaser represents and warrants to the other now and as of Closing that: (i) it is organized and validly existing under the laws of the jurisdiction of its organization or incorporation; and (ii) it has the power to execute this Agreement and any other documentation relating to this Agreement to which it is a party, to deliver this Agreement and any other relevant documentation and to perform its obligations under this Agreement, and has taken all necessary action to authorize such execution, delivery and performance.

11. **Miscellaneous.**

(a) **No Joint Venture.** This Agreement is made solely for the purposes set forth herein and no joint venture, partnership or other relationship between Purchaser and Seller is created hereby.

(b) **No Third-Party Beneficiary.** This Agreement shall bind and inure to the benefit of the parties hereto and their respective successors and authorized assigns. The Agreement does not create or convey any rights, benefits or interests on behalf of any other person.

(c) **Assignment.** This Agreement may not be assigned by Purchaser without Seller's prior written consent in Seller's sole and absolute discretion, and any assignee shall assume the rights and obligations of its assignor.

(d) **Entire Agreement.** This Agreement sets forth the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations and agreement, written or oral. This Agreement may be modified only by a written instrument duly executed by Seller and Purchaser.

(e) **Prior Agreements.** This Agreement shall supersede any and all prior understandings and agreements between the parties hereto, whether written or oral, with respect to the subject matter hereof and may be amended only by a written document stating the specifics of such amendment, executed by both Seller and Buyer.

(f) **Choice of Laws and Venue.** This agreement shall be construed, performed and enforced under the laws of the State of Ohio, regardless of choice of law rules. The parties stipulate to the venue for any interpretation and/or disputes arising out of this agreement shall be in a court of competent jurisdiction located in the State of Ohio (unless the parties mutually agree in writing to alternative dispute resolution).

(g) Counterparts. This Agreement may be executed in one or more counterparts by the parties. All counterparts shall collectively constitute a single agreement.

(h) Notices. All notices shall be in writing and sent by hand, facsimile transmission, overnight delivery service or certified mail, return-receipt requested, to the following addresses (or such other addresses as either party may designate to the other from time to time by written notice) and any such notice of other communication shall be deemed to have been given on the day so delivered or refused by the party to whom such notice was sent (it being acknowledged that a facsimile or an e-mail transmission shall not be deemed to be a "writing"):

If to Seller: Water & Land Solutions, L.L.C.
7721 Six Forks Road, Suite 130
Raleigh, NC 27615

With a copy to: Michael Best & Friedrich LLP
Attn: Michael S. Green, Esq.
1 South Pinckney Street, Suite 700
P.O. Box 1806
Madison, WI 53701-1806

If to Purchaser: Warren County Board of County Commissioners
406 Justice Drive
Lebanon, OH 45036

With a copy to: Warren County Engineer's Office
210 West Main Street
Lebanon, OH 45036

Warren County Prosecuting Attorney
520 Justice Drive, 2nd Floor
Lebanon, OH 45036

(i) Legal Capacity of Signatory. Each person executing this Agreement in a representative capacity hereby warrants that he/she has been duly authorized by his/her principal to execute this Agreement on such principal's behalf.

[Signature page follows]

IN WITNESS WHEREOF, Seller and Purchaser have caused this Agreement to be executed on their behalf by their duly authorized representatives as of the date first written above.

SELLER:

WATER & LAND SOLUTIONS, L.L.C.

By: _____

Name: Tommy Cousins

Title: President

PURCHASER:

IN EXECUTION WHEREOF, upon written recommendation of the Warren County Engineer, the Warren County Board of County Commissioners has caused this Agreement to be executed by David G Young, its President, on the date stated below, pursuant to Resolution No. 024-0915 dated 7/16/24.

WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS

Signature: * [Signature]

Printed Name: David G. Young

Title: President

Date: 7-16-24

RECOMMENDED BY:

NEIL F. TUNISON, P.E., P.S.
WARREN COUNTY ENGINEER

By: [Signature]
Neil F. Tunison, P.E., P.S.

APPROVED AS TO FORM:

DAVID P. FORNSHELL
PROSECUTING ATTORNEY
WARREN COUNTY, OHIO

By: [Signature]
Bruce A. McGary, Assistant Prosecuting Attorney

Date: 6/25/24

EXHIBIT A

BILL OF SALE

This Bill of Sale is made by Water & Land Solutions, LLC ("Seller") to Warren County Board of County Commissioners ("Purchaser").

WHEREAS, Seller and Purchaser have entered into that certain Mitigation Credit Reservation and Purchase Master Agreement dated as of _____, 2024 ("Purchase Agreement"), with respect to the sale and purchase of stream bank credits generated within the Dieckbrader Mitigation Bank in Greene County, Ohio, LRH-2022-00163-LMR ("Mitigation Site").

NOW THEREFORE, for and in consideration of the payment of the Purchase Price (as defined in the Purchase Agreement) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller hereby sells, assigns, conveys and transfers to Purchaser all exclusive rights, title and interest in 360 stream bank credits from the Mitigation Site, for the purpose of Purchaser's mitigation of impacts to that certain property commonly known as WAR-TR158-0.92 PID 117643 Stephens Road Bridge Replacement project in Warren County, OH (LRH-TBD).

Seller further represents and warrants it has full unencumbered ownership, right and authority, and is duly licensed and authorized, to irrevocably sell, assign, convey and transfer the 360 stream bank credits to Purchaser, on its behalf or any other party claiming through it, and it will defend the same for Purchaser against the lawful claims and demands of all others.

Dated this _____ day of _____, 2024.

Water & Land Solutions, L.L.C.

By: Kae Hovater, Authorized Agent

Resolution

Number 24-0916

Adopted Date July 16, 2024

APPROVING AN AMENDMENT TO THE CONTRACT WITH LIFESPAN, INC ON BEHALF OF THE WARREN COUNTY DEPARTMENT OF HUMAN SERVICES

WHEREAS, pursuant to resolution #23-0791, adopted June 20, 2023, this Board entered into a contract with Lifespan, Inc. on behalf of the Warren County Department of Human Services; and

WHEREAS, upon review by the Warren County Department of Human Services and Lifespan, Inc. it is mutually agreed upon to amend said contract to extend it through August 31, 2024.

NOW THEREFORE BE IT RESOLVED, to amend the contract with Lifespan, Inc; copy of said contract is attached hereto and made a part hereof.

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

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

Resolution adopted this 16th day of July 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: c/a—Lifespan, Inc.
Human Services (file)

**CONTRACT EXTENSION WITH LIFESPAN INC.
BETWEEN
THE WARREN COUNTY BOARD OF COMMISSIONERS
ON BEHALF OF
THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES
DIVISION OF HUMAN SERVICES
AND
LIFESPAN INC.**

WHEREAS a contract was entered into on July 1, 2023, between the Warren County Board of Commissioners, on behalf of the Warren County Department of Human Services and LifeSpan Inc., hereinafter jointly referred to as "the Parties" and

WHEREAS it is now the Intent of the Parties to extend the Contract as follows:

- 1) On June 20, 2023, Resolution #23-0791 was adopted by the Warren County Board of County Commissioners for a contract period beginning July 1, 2023 and ending June 30, 2024, Exhibit A.

NOW, THEREFORE, the Parties agree to extend the Contract as follows:

- 1) Extend the current contracted date to August 31, 2024.

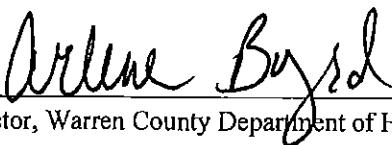
All other terms, conditions and provisions of the LifeSpan Inc. Contract shall remain in full force and effect for the term of the Contract as entered into on July 1, 2023, by Resolution #23-0791 of the Warren County Board of Commissioners.

WARREN COUNTY JFS, DIVISION OF HUMAN SERVICES

* 

President, Warren County Board of Commissioners

7-16-24
Date



Director, Warren County Department of Human Services

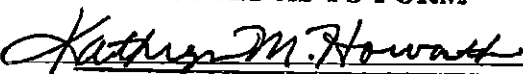
7/10/2024
Date



Representative, LifeSpan, Inc.

7/8/2024
Date

APPROVED AS TO FORM



Assistant Prosecutor
Kathryn M. Horvath
Asst. Prosecuting Attorney

7/10/24
Date

Resolution

Number 24-0917

Adopted Date July 16, 2024

ENTERING INTO AN AGREEMENT WITH JK MEURER CORP FOR THE FY24
BUTLERVILLE – FINAL PHASE OF ROAD IMPROVEMENT COMMUNITY
DEVELOPMENT BLOCK GRANT PROJECT

BE IT RESOLVED, to enter into an Agreement with JK Muerer Corp relative to the FY 2024
Butlerville – Final Phase of Road Improvement Community Development Block Grant Project, as
attached hereto and made a part hereof; said Agreement to be effective upon execution.

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

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

Resolution adopted this 16th day of July 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

/sm

cc: c/a—JK Meurer Corp
OGA (file)

CONTRACT

THIS AGREEMENT made this 16 day of JUN 2024, by and between the **Warren County Commissioners**, 406 Justice, Lebanon, Ohio 45036, hereinafter called "Owner" and JK Meurer Corp., 33 Glendale Milford Road Loveland Ohio 45140, doing business as a corporation, hereinafter called "Contractor".

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

"FY24 Butlerville – Final Phase of Road Improvement CDBG Project"

hereinafter called the "Project", for the sum of **\$37,651.38** and all work in connection therewith, under the terms as stated in the Conditions of the Contract; and at his (its' or their) own proper cost and expense furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance and other accessories and services necessary to complete the said Project in accordance with the conditions and prices stated in the Proposal, Conditions of the Contract, the specifications and Contract Documents. "Contract Documents" means and includes the following:

- A. Contract Forms
 - Contract
 - Performance Bond
- B. Project Description
- C. Non-collusion Affidavit
- D. Bid Sheet / Price Quote
- E. Federal Labor Standard – Hud Forms 4010

The CONTRACTOR hereby agrees to commence work under this contract on or before a date to be specified in a Written "Notice to Proceed" by the OWNER and to fully complete the project within sixty (60) days from the date of the "Notice to Proceed". The Contractor further agrees to pay, as liquidated damages, the sum of \$100.00 for each consecutive calendar day thereafter until such time as work is completed.

Upon completion of said project, the CONTRACTOR shall submit all required paperwork/reports as stated in bid specifications and contractor's affidavit to the OWNER. Upon approval by Warren County Office of Grants Administration, Village of Butlerville, and the Warren County Commissioners, the OWNER shall make payment to the CONTRACTOR.

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

nonperforming party shall have fifteen (15) calendar days from the date of the termination notice to cure or to submit a plan for cure acceptable to the other party.

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

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

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

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

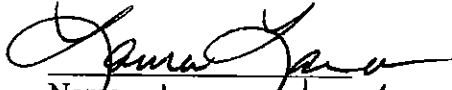
This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

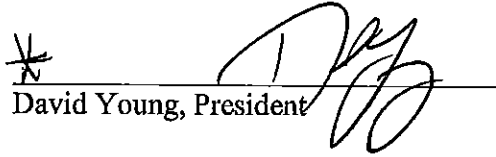
CONTRACTOR shall bind every subcontractor to, and every subcontractor must agree to be bound by the terms of this Agreement, as far as applicable to the subcontractor's work particularly pertaining to Equal Employment Opportunity (EEO) requirements. Nothing contained in this Agreement shall create any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

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

ATTEST:

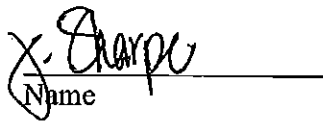
WARREN COUNTY COMMISSIONERS

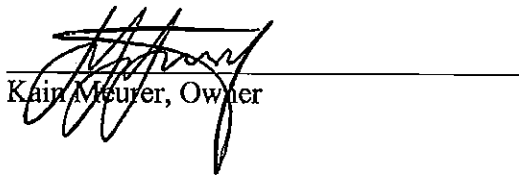

Name Laura Lender


David Young, President

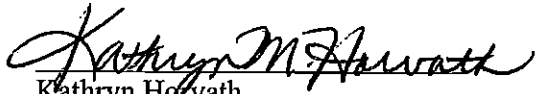
ATTEST:

JK Meurer Corp.


Name _____


Kain Meurer, Owner

Approved as to form:


Kathryn Horvath
Assistant Prosecutor

PROJECT DESCRIPTION

Asphalt Resurfacing 2nd Street – 8,736 Square Feet

Mill asphalt where new asphalt meets existing surfaces.

Clean area free of debris

Apply trackless tack coat to create adhesion between the new asphalt and the existing surface.

Install 2.5" 448 Type 1 surface asphalt to a compacted thickness of 2.0."

Apply a tar seal to the adjoining asphalt surfaces.

Asphalt Resurfacing 3rd Street 3,213 Square Feet

Mill asphalt where new asphalt meets existing surfaces.

Clean area free of debris

Apply trackless tack coat to create adhesion between the new asphalt and
The existing surface

Install 2.5" 448 Type 1 surface asphalt to a compacted thickness of 2.0."

Apply a tar seal to the adjoining asphalt surfaces.

Asphalt Resurfacing 4th Street – 7,600 Square Feet

Mill asphalt where new asphalt meets existing surfaces.

Clean area free of debris

Apply trackless tack coat to create adhesion between the asphalt and
The existing surface

Install 2.5" 448 Type 1 surface asphalt to a compacted thickness of 2.0."

Apply a tar seal to the adjoining asphalt surfaces.



33 Glendale Millford Road | Loveland, Ohio 45140
 (513)831-7500 | www.jkpavement.com

RECIPIENT:

Village of Butlerville
 2nd Street
 Butlerville, Ohio 45162

Estimate #3327

Sent on Jan 05, 2024
 Project Name 2nd, 3rd, and 4th Street Paving
 Project Manager Kaln Meurer
 Payment Terms Due Upon Completion

Total \$37,651.38

| Product/Service | Description | Total |
|--|--|-------------|
| Asphalt Resurfacing (2nd Street) - 8,736 Square Feet | <ul style="list-style-type: none"> - Mill asphalt where new asphalt meets existing surfaces - Clean area free of debris - Apply trackless tack coat to create adhesion between the new asphalt and the existing surface - Install 2.5" 448 Type 1 surface asphalt to a compacted thickness of 2.0" - Apply a tar seal to the adjoining asphalt surfaces | \$16,825.54 |
| Asphalt Resurfacing (3rd Street) - 3,213 Square Feet | <ul style="list-style-type: none"> - Mill asphalt where new asphalt meets existing surfaces - Clean area free of debris - Apply trackless tack coat to create adhesion between the new asphalt and the existing surface - Install 2.5" 448 Type 1 surface asphalt to a compacted thickness of 2.0" - Apply a tar seal to the adjoining asphalt surfaces | \$6,188.24 |
| Asphalt Resurfacing (4th Street) - 7,600 Square Feet | <ul style="list-style-type: none"> - Mill asphalt where new asphalt meets existing surfaces - Clean area free of debris - Apply trackless tack coat to create adhesion between the new asphalt and the existing surface - Install 2.5" 448 Type 1 surface asphalt to a compacted thickness of 2.0" - Apply a tar seal to the adjoining asphalt surfaces | \$14,637.60 |
| Note | <ul style="list-style-type: none"> - This proposal has been figured with regular wages and does not include taxes. - J K Meurer is a Section 3 Contractor. | |

Total **\$37,651.38**

Terms & Conditions: This quote is valid for the next 30 days. Proposal based on current fuel and liquid asphalt prices. Should these prices increase we reserve the option to adjust accordingly. Customer can void agreement if any pricing update is not agreeable prior to project commencement. Any permits required will be the financial responsibility of the customer. There shall be a one-year guarantee on the material and workmanship, except cracks caused by weather conditions, ground movements, or damage incurred by excessive vehicle weight, abuse, grading limitations or conditions caused by surrounding areas. Any additional excavation or material that are necessary due to inadequate ground conditions will be the financial responsibility of the customer. Changes must be approved by the customer. We must access project area with heavy equipment and trucks and cannot be held responsible for damage of any surface, underground objects or surrounding area that was necessary to access in order to complete the specified

 **JK Meurer Corp.** 33 Glendale Milford Road | Loveland, Ohio 45140
(513)831-7500 | www.jkpavement.com

Notes Continued...

work. Pricing based on completing working during weekday normal business hours unless otherwise noted in the proposal. Please visit our website Knowledge Center to review characteristics, expectations and maintenance suggestions for asphalt surfaces.
<https://www.jkpavement.com/knowledge-center/>

Signature: _____ Date: _____

AFFIDAVIT OF NON-COLLUSION

STATE OF
COUNTY OF CLERMONT

I, KAIN MEURER, holding the title and position of V. PRESIDENT at the firm JK MEURER CORP., 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.



AFFIANT

FEDERAL LABOR STANDARDS

HUD-4010
Federal Labor Standards Provisions

U.S. Department of Housing and Urban Development
Office of Davis-Bacon and Labor Standards

A. APPLICABILITY

The Project or Program to which the construction work covered by this Contract pertains is being assisted by the United States of America, and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

(1) MINIMUM WAGES

- (i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment, computed at rates not less than those contained in the wage determination of the Secretary of Labor (which is attached hereto and made a part hereof), regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH1321)) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place, where it can be easily seen by the workers.

(ii) Additional Classifications.

- (A) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:
- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination;
 - (2) The classification is utilized in the area by the construction industry; and
 - (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (B) If the contractor, the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division ("Administrator"), Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget ("OMB") under OMB control number 1235-0023.)
- (C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, or HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1235-0023.)

- (D) The wage rate (including fringe benefits, where appropriate) determined pursuant to subparagraphs (1)(i)(B) or (C) of this paragraph, shall be paid to all workers performing work in the classification under this Contract from the first day on which work is performed in the classification.
- (iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- (iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1235-0023.)
- (2) Withholding. HUD or its designee shall, upon its own action or upon written request of an authorized representative of the U.S. Department of Labor, withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The U.S. Department of Labor shall make such disbursements in the case of direct Davis-Bacon Act contracts.

(3) Payrolls and basic records.

- (i) **Maintaining Payroll Records.** Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification(s), hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid.

Whenever the Secretary of Labor has found, under 29 CFR 5.5(a)(1)(iv), that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1235-0023 and 1215-0018)

(ii) Certified Payroll Reports.

- (A) The contractor shall submit weekly, for each week in which any contract work is performed, a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead, the payrolls only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <https://www.dol.gov/agencies/whd/forms> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the U.S. Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1235-0008.)

- (B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
- (1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;
 - (2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;
 - (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract; and
- (C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph (a)(3)(ii)(b).
- (D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 3729 of Title 31 of the United States Code.
- (iii) The contractor or subcontractor shall make the records required under subparagraph (a)(3)(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the U.S. Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and Trainees.

- (i) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency (where appropriate), to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination.

Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program.

If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- (ii) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed, unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- (iii) **Equal employment opportunity.** The utilization of apprentices, trainees, and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.
- (5) **Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this Contract.
- (6) **Subcontracts.** The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs (1) through (11) in this paragraph (a) and such other clauses as HUD or its designee may, by appropriate instructions, require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.
- (7) **Contract termination; debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.
- (8) **Compliance with Davis-Bacon and Related Act Requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this Contract.
- (9) **Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this Contract shall not be subject to the general disputes clause of this Contract. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.
- (10) **Certification of Eligibility.**
- (i) By entering into this Contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this Contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) Anyone who knowingly makes, presents, or submits a false, fictitious, or fraudulent statement, representation or certification is subject to criminal, civil and/or administrative sanctions, including fines, penalties, and imprisonment (e.g., 18 U.S.C. §§ 287, 1001, 1010, 1012; 31 U.S.C. §§ 3729, 3802.

(11) **Complaints, Proceedings, or Testimony by Employees.** No laborer or mechanic, to whom the wage, salary, or other labor standards provisions of this Contract are applicable, shall be discharged or in any other manner discriminated against by the contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The provisions of this paragraph (b) are applicable where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) **Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work, which may require or involve the employment of laborers or mechanics, shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek, unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in subparagraph B(1) of this paragraph, the contractor, and any subcontractor responsible therefor, shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph B(1) of this paragraph, in the sum set by the U.S. Department of Labor at 29 CFR 5.5(b)(2) for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph B(1) of this paragraph. In accordance with the Federal Civil Penalties Inflation Adjustment Act of 1990 (28 U.S.C. § 2461 Note), the DOL adjusts this civil monetary penalty for inflation no later than January 15 each year.

(3) **Withholding for unpaid wages and liquidated damages.** HUD or its designee shall, upon its own action or upon written request of an authorized representative of the U.S. Department of Labor, withhold or cause to be withheld from any moneys payable on account of work performed by the contractor or subcontractor under any such contract, or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages, as provided in the clause set forth in subparagraph B(2) of this paragraph.

(4) **Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph B(1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs B(1) through (4) of this paragraph.

C. HEALTH AND SAFETY

The provisions of this paragraph (c) are applicable where the amount of the prime contract exceeds \$100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his or her health and safety, as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The contractor shall comply with all regulations issued by the Secretary of Labor pursuant to 29 CFR Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96), 40 U.S.C. § 3701 et seq.

(3) The contractor shall include the provisions of this paragraph in every subcontract, so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

Document 00 61 13 - Performance and Payment Bond Form
State of Ohio Standard Requirements for Public Facility Construction

(Form of Bond prescribed by Ohio Revised Code Section 153.57 - Not to be used as Bid Guaranty)

KNOW ALL PERSONS BY THESE PRESENTS, that we, the undersigned J.K. Meurer Corporation
33 Glendale-Milford Road, Loveland, OH 45140, as Principal,
and Western Surety Company as Sureties,
are hereby held and firmly bound unto Warren County Commissioners
Thirty Seven Thousand Six Hundred
as Oblige(e)s, in the penal sum of Fifty One & 38/100-----(\$37,651.38) dollars,
for the payment of which well and truly to be made, we jointly and severally bind ourselves, our heirs, executors,
administrators, successors, and assigns.

SIGNED AND SEALED this 24th day of June, 2024.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas the above-named Principal did on the
7th day of June, 2024, enter into a Contract with the Oblige(e), which said Contract is
made a part of this Bond the same as though set forth herein and which is more fully described as:

Project Number: _____
Project Name: FY24 Butlerville - Final Phase of Road Improvement CDBG Project
Contract Description: General
(e.g., General Trades, Plumbing, HVAC, Electrical)

NOW, THEREFORE, if the above-named Principal shall well and faithfully do and perform the things agreed by the
Oblige(e) to be done and performed according to the terms of said Contract; and shall pay all lawful claims of Subcontractors,
Material Suppliers, and laborers, for labor performed and materials furnished in the carrying forward, performing, or
completing of said Contract; we agreeing and assenting that this undertaking shall be for the benefit of any Subcontractor,
Material Supplier or laborer having a just claim as well as for the Oblige(e) herein; then this obligation shall be void; otherwise
the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the Sureties for
any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

THE SAID Surety hereby stipulates and agrees that no modifications, omissions, or additions, in or to the terms of
the said Contract or in or to the Plans and Specifications therefor shall in any wise affect the obligations of said Surety on its
bond, and it does hereby waive notice of any such modifications, omissions or additions in or to the terms of the Contract, the
Work or the Contract Documents, including without limitation the Plans and Specifications.

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Mark Nelson, Nancy Nemec, Tiffany Gobich, Elizabeth Talbott, Kelsey Becker, Randal T Noah, Katie Rose, Tammy L Masterson, Audria Coleman, Kathrine Krekeler, Meghan Schraer, Individually

of Cincinnati, OH, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such Instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 30th day of April, 2024.



WESTERN SURETY COMPANY

Larry Kasten

Larry Kasten, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 30th day of April, 2024, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



M. Bent

M. Bent, Notary Public

CERTIFICATE

I, Paula Kolsrud, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law and Resolutions of the corporation printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 24th day of June, 2024.



WESTERN SURETY COMPANY

Paula Kolsrud

Paula Kolsrud, Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above Bylaw to execute power of attorneys on behalf of Western Surety Company.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

Go to www.cnasurety.com > Owner / Oblgee Services > Validate Bond Coverage, if you want to verify bond authenticity.

WESTERN SURETY COMPANY
Sioux Falls, South Dakota
Statement of Net Admitted Assets and Liabilities
December 31, 2023

ASSETS

| | |
|--|------------------|
| Bonds | \$ 1,935,600,431 |
| Stocks | 15,281,696 |
| Cash, cash equivalents, and short-term investments | 36,335,353 |
| Receivables for securities | 14,770,000 |
| Investment income due and accrued | 18,185,645 |
| Premiums and considerations | 70,728,009 |
| Amounts recoverable from reinsurers | 4,459,042 |
| Net deferred tax asset | 18,202,272 |
| Receivable from parent, subsidiaries, and affiliates | 12,895,815 |
| Other assets | 157,742 |
| Total Assets | \$ 2,126,616,005 |

LIABILITIES AND SURPLUS

| | |
|---|----------------|
| Losses | \$ 247,328,673 |
| Loss adjustment expense | 56,340,495 |
| Commissions payable, contingent commissions and other similar charges | 13,245,319 |
| Taxes, License and fees (excluding federal and foreign income taxes) | 5,075,390 |
| Federal and foreign income taxes payable | 829,556 |
| Unearned premiums | 316,760,881 |
| Advance premiums | 6,183,112 |
| Ceded reinsurance premiums payable (net of ceding commissions) | 4,347,066 |
| Amounts withheld or retained by company for account of others | 3,094,680 |
| Provision for reinsurance | 157,388 |
| Payable to parent, subsidiaries and affiliates | 9,464 |
| Other liabilities | (6,171) |
| Total Liabilities | \$ 653,365,853 |

Surplus Account:

| | |
|---------------------------------------|------------------|
| Common stock | \$ 4,000,000 |
| Gross paid in and contributed surplus | 286,896,195 |
| Unassigned funds | 1,182,353,957 |
| Surplus as regards policyholders | \$ 1,473,250,152 |
| Total Liabilities and Capital | \$ 2,126,616,005 |

I, Julie Lee, Vice President of Western Surety Company hereby certify that the above is an accurate representation of the financial statement of the Company dated December 31, 2023, as filed with the various Insurance Departments and is a true and correct statement of the condition of Western Surety Company as of that date.

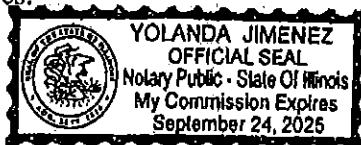


WESTERN SURETY COMPANY

By Julie Lee
Vice President, Accounting Policy & External Reporting

Subscribed and sworn to me this 14th day of March, 2024.

My commission expires:



By Yolanda Jimenez
Notary Public

Office of Risk Assessment
50 West Town Street
Third Floor - Suite 300
Columbus, Ohio 43215
(614)644-2658
Fax(614)644-3256
www.insurance.ohio.gov

Ohio Department of Insurance

Mike DeWine - Governor

Judith French - Director

Certificate of Compliance



Issued 03/27/2024

Effective 04/02/2024

Expires 04/01/2025

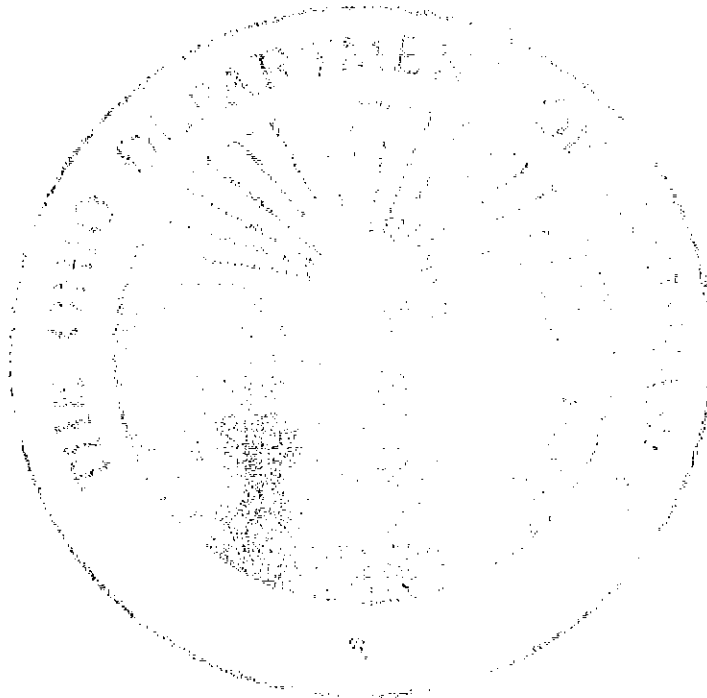
I, Judith French, hereby certify that I am the Director of Insurance in the State of Ohio and have supervision of insurance business in said State and as such I hereby certify that

WESTERN SURETY COMPANY

of South Dakota is duly organized under the laws of this State and is authorized to transact the business of insurance under the following section(s) of the Ohio Revised Code:

Section 3929.01 (A)

Fidelity
Other Liability
Surety



WESTERN SURETY COMPANY certified in its annual statement to this Department as of December 31, 2023 that it has admitted assets in the amount of \$2,126,616,005, liabilities in the amount of \$653,365,853, and surplus of at least \$1,473,250,152.

IN WITNESS WHEREOF, I have hereunto subscribed my name and caused my seal to be affixed at Columbus, Ohio, this day and date.

Judith L. French

Judith French, Director



INFORMAL PRICE QUOTATION FORM

This form is to be filled out in its entirety when purchasing items anticipated to cost \$2,500 or more in the aggregate. If less than 3 quotes are indicated, please note the reason at the bottom of this page and/or attach justifying documentation.

Department/Office: Grants Administration Date: July 16, 2024

Purchase Order Number: _____ Item Description:
FY24 - Butlerville - Final Phase of Road Improvement CDBG Project

Quotation #1:

| | |
|--------------------------------------|---------------------|
| <u>Hembree Construction Services</u> | <u>513-873-0862</u> |
| Vendor Name | Phone Number |
| <u>10736 Cozadale Murdock Road</u> | |
| Street Address | |
| <u>Goshen Ohio 45122</u> | <u>37,925.06</u> |
| City, State, Zip Code | Total Price Quote |

Quotation #2:

| | |
|-------------------------------|---------------------|
| <u>Feirl Sealcoating</u> | <u>937-302-6316</u> |
| Vendor Name | Phone Number |
| <u>6184 Middleboro Road</u> | |
| Street Address | |
| <u>Blanchester Ohio 45107</u> | <u>39,098.22</u> |
| City, State, Zip Code | Total Price Quote |

Quotation #3:

| | |
|---------------------------------|---------------------|
| <u>JK Meurer</u> | <u>513-831-7500</u> |
| Vendor Name | Phone Number |
| <u>33 Glendale Milford Road</u> | |
| Street Address | |
| <u>Loveland Ohio 45140</u> | <u>37,651.38</u> |
| City, State, Zip Code | Total Price Quote |



H.C.S.

Proposal for Asphalt work:

Village of Buttleville

c/o Susan Bltzer

513-259-4350

Approx. s.f. 10/4/22

Description of work as follows:

We will mill at all transitions. We will apply ss1h as a bonding agent. We will pave with ODOT approved 448 type 1 hot asphalt at an average depth of 2.5 inches and compact. We will hot thermo seal existing to new.

| | |
|----------------------------------|------------------|
| 2 nd street s.f. 8736 | \$ 16947.84 |
| 3 rd street s.f. 3213 | \$ 6233.22 |
| 4 th street s.f. 7600 | \$14,744.00 s.f. |

Conditions and terms:

NET TERMS- We will warranty for one year on labor and material. Owner will obtain any permits. Owner will mark any utilities. Warranty will not include singular cracks 30% deposit required prior to the start of the job. Payment is to be made out to H.C.S. upon completion. 5% CHARGE ON ANY PAYMENT AFTER 30 DAYS

Hembree Construction Services

10736 cozadale Murdock rd

Goshen OH 45122

Jeff Hembree 513-873-0862

Jeffhembree44@gmail.com

Jeff Hembree: under writer for HCS LLC Corp

Customer:

www.Hembreeconst.com

FEIRL SEALCOATING

6184 MIDDLEBORO ROAD BLANCHESTER, OHIO 45107
RESIDENTIAL – COMMERCIAL – ASPHALT MAINTENANCE
PAVING – SEALCOATING

December 12, 2023

Village of Butlerville, Ohio
Susan Bitzer 513-259-4350

Estimate for 2nd, 3rd & 4th Street:

Milling – Mill all transitions where new asphalt meets existing asphalt.

Tac Coat – Furnish and Install SS-1H to insure a good bond with the new asphalt to existing asphalt

Resurface – Furnish and install an average of 2.5" ODOT 448 Type 1 and compact to 2"

Sealant – Seal edges of new asphalt to existing asphalt with hot tar.

| | | |
|------------------------|---------------------------|-------------------|
| 2 nd Street | Total Square Feet = 8,736 | Total \$17,472.00 |
| 3 rd Street | Total Square Feet = 3,213 | Total \$6,426.22 |
| 4 th Street | Total Square Feet = 7,600 | Total \$15,200.00 |

NOTES:

This proposal may be withdrawn if not accepted within 30 days. Our Suppliers have indicated to us that due to the instability of the world oil market pricing precautions need to be taken. Therefore, contracts issued after 30 days of the quote date will need to be confirmed and approved in conjunction with our suppliers.

All work is to be completed in a workmanlike manner according to standard practices as weather permits. All work is guaranteed to be installed as specified and is warranted for a period of one (1) year from date of completion.

Our work and workers are fully insured.

Terms - Net 10 days. There is a 1 1/2 % charge on all amounts. Hoping the above is satisfactory, we remain.

Very truly yours, FEIRL SEALCOATING

Steve Feirl

steve@feirlsealcoating.com

937-302-6316



33 Glendale Millford Road | Loveland, Ohio 45140
 (513)831-7500 | www.jkpavement.com

RECIPIENT:

Village of Butlerville
 2nd Street
 Butlerville, Ohio 45162

Estimate #3327

Sent on Jan 05, 2024
 Project Name 2nd, 3rd, and 4th Street Paving
 Project Manager Kaln Meurer
 Payment Terms Due Upon Completion

Total \$37,651.38

| Product/Service | Description | Total |
|--|--|-------------|
| Asphalt Resurfacing (2nd Street) - 8,736 Square Feet | <ul style="list-style-type: none"> - Mill asphalt where new asphalt meets existing surfaces - Clean area free of debris - Apply trackless tack coat to create adhesion between the new asphalt and the existing surface - Install 2.5" 448 Type 1 surface asphalt to a compacted thickness of 2.0" - Apply a tar seal to the adjoining asphalt surfaces | \$16,825.54 |
| Asphalt Resurfacing (3rd Street) - 3,213 Square Feet | <ul style="list-style-type: none"> - Mill asphalt where new asphalt meets existing surfaces - Clean area free of debris - Apply trackless tack coat to create adhesion between the new asphalt and the existing surface - Install 2.5" 448 Type 1 surface asphalt to a compacted thickness of 2.0" - Apply a tar seal to the adjoining asphalt surfaces | \$6,188.24 |
| Asphalt Resurfacing (4th Street) - 7,600 Square Feet | <ul style="list-style-type: none"> - Mill asphalt where new asphalt meets existing surfaces - Clean area free of debris - Apply trackless tack coat to create adhesion between the new asphalt and the existing surface - Install 2.5" 448 Type 1 surface asphalt to a compacted thickness of 2.0" - Apply a tar seal to the adjoining asphalt surfaces | \$14,637.60 |
| Note | <ul style="list-style-type: none"> - This proposal has been figured with regular wages and does not include taxes. - J K Meurer is a Section 3 Contractor. | |

Total \$37,651.38

Terms & Conditions: This quote is valid for the next 30 days. Proposal based on current fuel and liquid asphalt prices. Should these prices increase we reserve the option to adjust accordingly. Customer can void agreement if any pricing update is not agreeable prior to project commencement. Any permits required will be the financial responsibility of the customer. There shall be a one-year guarantee on the material and workmanship, except cracks caused by weather conditions, ground movements, or damage incurred by excessive vehicle weight, abuse, grading limitations or conditions caused by surrounding areas. Any additional excavation or material that are necessary due to inadequate ground conditions will be the financial responsibility of the customer. Changes must be approved by the customer. We must access project area with heavy equipment and trucks and cannot be held responsible for damage of any surface, underground objects or surrounding area that was necessary to access in order to complete the specified

Notes Continued...

work. Pricing based on completing working during weekday normal business hours unless otherwise noted in the proposal. Please visit our website Knowledge Center to review characteristics, expectations and maintenance suggestions for asphalt surfaces.
<https://www.jkpavement.com/knowledge-center/>

Signature: _____ Date: _____

Resolution

Number 24-0918

Adopted Date July 16, 2024

ENTERING INTO A MEMORANDUM OF UNDERSTANDING WITH THE MENTAL HEALTH RECOVERY BOARD SERVING WARREN AND CLINTON COUNTIES, ON BEHALF OF THE WARREN COUNTY SHERIFF'S OFFICE

BE IT RESOLVED, to enter into Memorandum of Understanding with the Mental Health Recovery Board Serving Warren and Clinton Counties, for psychiatric services for the Warren County Jail; as attached hereto and made a part hereof; and

BE IT FURTHER RESOLVED, this Memorandum of Understanding shall remain in full force and effect for a term of one (1) year beginning on July 1, 2024, and ending on June 30, 2025.

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

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

Resolution adopted this 16th day of July 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

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



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

Public Agency Memorandum of Understanding

This Agreement is by and between the Mental Health Recovery Board Serving Warren and Clinton Counties (hereinafter "Board") and Warren County Sheriff's Office (hereinafter "Provider").

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

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

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

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

1. Responsibilities of the Parties.

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

2. Financial Arrangements.

- a. Board will provide Provider with funding for the services and/or activities provided under this MOU according to the payment arrangements described in *Attachment 1*.
- b. Provider will submit invoices to Board according to the timeframes described in *Attachment 1*. All invoices must be received no later than 30 calendar days after the end of the agreement. Invoices shall describe the services/activities performed, the dates the services/activities were performed and how much time was dedicated on each date for the described services/activities and any additional costs incurred, as applicable.
- c. Board will submit invoices described in this section to the Warren County Auditor's office for

payment within 30 days of the receipt of each such invoice.

d. Invoices are to be sent to the Board at: Invoices@mhrbwcc.org

3. **Length of MOU.** The term of this Agreement will begin on *July 1, 2024* and end on *June 30, 2025* unless terminated earlier in accordance with the termination provisions set forth in this Agreement.
4. **Information and Audits.** Both Parties shall retain all documentation related to the provision of services/activities and funding under this MOU and make such documentation available to the other Party upon request as necessary for the requesting party to fulfill its administrative and legal requirements.

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

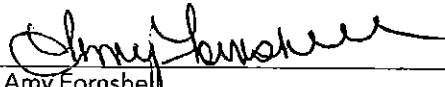
The Board shall have immediate access, without prior notice, to staff, clients and client records when such information is reasonably related to allegations of abuse or neglect of a Client or to prevent imminent harm to clients.

5. **Relationship of the Parties.** The Parties are fully autonomous and neither Party is an agent, representative, employee or partner of the other Party. This MOU shall not be interpreted or construed to create an association, agency, employment, joint venture or partnership between the Parties or to impose any liability attributable to such a relationship upon either Party.
6. **Interests and Conflict of Interest.** The Parties acknowledge that as of the signing of this MOU, neither are aware of any conflicts of interest between the Parties or in regards to the services to be provided. In the event either Party becomes aware of an issue that may be considered as a conflict of interest, such Party shall provide written notice to the other within two working days. The Parties will use reasonable and good faith efforts to obtain a mutually agreeable resolution to the issue in accordance with any and all applicable legal requirements.
7. **Confidentiality.** Each Party agrees to protect the confidentiality of any information, learned or obtained from the other Party in the course of fulfilling the requirements of this MOU, that is considered to be confidential under applicable law, is designated as confidential by either Party or that could be reasonably perceived to be confidential due to the sensitive nature of the information and/or the circumstances surrounding how the information was obtained or disclosed. The requirements of this section shall survive the termination or expiration of this MOU. Notwithstanding the foregoing, the Parties acknowledge that they are public offices subject to R.C. 149.43 regarding public records, and that any confidentiality provisions herein are subject to compliance with those statutory provisions.
8. **Non-Discrimination.** Provider affirms that its employees, subcontractors and any person acting on behalf of Provider and its subcontractors shall not discriminate in its employment practices, in any manner, on the basis of race, color, religion, sex, age, disability, genetic information, military status, national origin, or ancestry and shall provide a work-place free of discrimination and harassment.
9. **Liabilities of the Parties.** Each Party agrees to accept and be responsible for its own acts or omissions, as well as the acts or omissions of its employees and agents, in complying with the terms of this MOU and nothing in this MOU shall be interpreted to place any such responsibility for professional acts or omissions onto the other Party. All losses, costs, or damages which may occur or be claimed with respect to any person or persons, corporation, property or chattels resulting from activities of a Party pursuant to this MOU shall be the responsibility of that Party as such liabilities may be determined by a court of law or pursuant to any other appropriate procedures.

10. **Termination.** This MOU may be terminated immediately with the mutual written consent of the Parties or by either Party with 30 days advance written notice to the other Party. A notice of termination shall state, with reasonable particularity, the terms and conditions for concluding any work in progress. Payment shall be made for any funding obligations incurred prior to the effective date of such termination.
11. **Entirety of Agreement.** It is acknowledged by the Parties that this MOU, together with all parts incorporated herein by reference or attachment hereto, represents the entire agreement between the Parties and supersedes any and all previous written or oral agreements between the Parties concerning the subject matter of this MOU.
12. **Amendment.** No change, amendment or modification of any provision of this MOU shall be valid unless set forth in a written instrument and signed by the Parties.
13. **O.R.C. 340.036.** The Parties agree and confirm that this MOU is not subject to the provisions regarding notice of proposed substantial changes or non-renewal as set forth in Ohio Revised Code Section 340.036(D).
14. **Dispute Resolution.** The Parties shall employ their best efforts to resolve any disputes or disagreements regarding the subject matter of this MOU. The Parties shall consult and negotiate with each other in good faith and recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both Parties. Engaging in such negotiations to resolve such disputes or disagreements does not preclude either Party from taking any action available under applicable law to protect its rights.
15. **No Third Party Beneficiaries/Assignment.** Nothing express or implied in this MOU is intended or shall be deemed to confer upon any person other than the Parties and their respective successors or assigns, any rights, remedies, obligations or liabilities. Neither Party may assign or delegate its rights or obligations pursuant to this MOU without the prior written consent of the other.
16. **Waiver.** Waiver by either party of any breach of any provision of this MOU, whether by conduct or otherwise, in any one or more instances, shall not be interpreted as a further or continuing waiver of such provision or as a waiver of any other provision of this MOU. The failure of either party at any time to require performance of any provision of this MOU shall in no manner affect that party's right to enforce the same at a later time.
17. **Severability.** Should any portion of this MOU be deemed unenforceable by any administrative or judicial officer or tribunal of competent jurisdiction, the balance of this MOU shall remain in full force and effect unless revised or terminated pursuant to the requirements of this MOU.
18. **Survivability.** Rights and obligations under this MOU which by their nature should survive will remain in effect after expiration or termination of the MOU until such time as those requirements are fulfilled.
19. **Provider Staffing Requirements.** Provider shall provide sufficient staff with sufficient training to perform services under this Agreement in accordance with Applicable Requirements. Services shall be provided by appropriately licensed and/or certified individuals. Services to be provided under this Contract shall not be subcontracted to individuals that are not under the control or supervision of the Provider without the prior written approval of the Board, subject to any conditions the Board may require. Provider must seek and obtain approval of the Board prior to making any change in a subcontractor. If the Board determines that, as a result of any staff licenses and/or certifications being inadequate, suspended, revoked and/or not current in any way, the delivery of services under

this Contract are or will be negatively impacted, Board may take any action it deems appropriate, including but not limited to, reporting such information to accreditation/certification bodies, professional licensing or certification entities.

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



Amy Fornshell
Executive Director
Mental Health Recovery Board Serving Warren and Clinton Counties

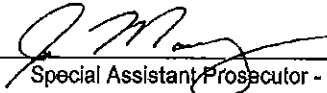
7/10/24
Date

* 

Larry Sims *David G. Young*
Sheriff *President*
Warren County Sheriff's Office
Commissioner

7-16-24
Date

Approved as to Form By:



Special Assistant Prosecutor - Clermont County Prosecutor's Office

Public Agency Memorandum of Understanding Attachments

- Attachment 1 - Services, Rates and Allocations.** See attached Budget and Offeror Form
- Attachment 2 - Additional Provider Requirements.** See attached Service Collaboration Plans.
- Attachment 3 - Required Reports.** Service Outcomes and Key Performance indicators as noted in Attachment 2 and any corrective action plan(s) as deemed necessary based upon results must be submitted according to the frequency in Attachment 2.
- Attachment 4 - Grant-Specific Requirements.** If applicable, included in Service Collaborative Plan.
- Attachment 5 - Board Service Provider Policies and Procedures.** See attached.
- Attachment 6 - Federal Fund Notification.** Will be sent under separate cover if applicable and available.



Attachment 1 - FY25 Warren County Sheriff's Office - Jail Services

1. Responsibilities of the Parties.

a. Provider agrees to provide the following services and/or activities under this Funding Agreement:

- *Psychiatric services to inmates housed in the Warren County Jail who are in need of psychiatric medication.*
- *Assessment services, community linkage services, general mental health services and maintenance of psychiatric medications.*
- *Substance Abuse Program (SAP) services.*

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

See Attached:

- *Justice System Collaboration Plan*
- *Individual Service Provider Responsibilities*

c. Board agrees to comply with the following responsibilities and requirements in regard to the services and/or activities provided by Provider:

See Attached:

- *Individual Service Provider Responsibilities*

2. Financial Arrangements.

a. Board will provide funding to Provider for the services and/or activities provided under this MOU up to \$25,000 per month or \$75,000 per quarter specifically for:

- Physician services
- Boundary Spanner and Corrections Case Manager Services
- Substance Abuse Program (SAP)

b. The maximum dollar amount to be paid by Board pursuant to this Agreement is **\$300,000**.

c. Provider will submit invoices to the Board on a quarterly basis, at the beginning of each quarter. Invoice shall include a description of services provided, invoice total, and the name, address, and telephone number of a contact person to whom any billing questions should be directed. Invoices shall be sent to the Board at: Invoices@mhrbwcc.org.

d. Board reserves the right to retain any funds for which billing documentation is not provided or request the return of any funds not expended.

| FOR INTERNAL USE ONLY | | | | |
|-----------------------|----------------------|--------------------|------------|----------------|
| Billing Code | Name of Code | Rate/Cost Per Unit | Total Cost | Billing Notes |
| O_Sherif/MiscSvc | MH_JailW SU_JailW | \$25,000/month | \$300,000 | Bill quarterly |

**Justice System Collaboration
Individual Service Provider Responsibilities
Warren County Sheriff/Warren County Jail**

Jail Services:

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

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

Substance Abuse Program (SAP) services:

Group therapy at Warren County Jail: Provider is expected to have groups at Warren County jail at a frequency to accommodate both referrals from courts and individual requests by inmates. Appropriate screening for the group will include the ability to be incarcerated long enough to reach the completion date.

Provider agrees to comply with the following responsibilities and requirements in providing such services and/or activities:

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

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

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

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

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

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

See Attached Justice Services Collaborative Plan for further details.

Board agrees to comply with the following responsibilities and requirements in regard to the services and/or activities provided by Provider:

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

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

| Agency | Key Performance Indicators | Frequency |
|--------|--|---------------------------|
| WCSO | <ul style="list-style-type: none"> • Number of inmates seen by psychiatric medication services provider • Number of participants in group therapy • Number of new enrollees in MAT services • Number of active MAT clients • Number of inmates LINKED to an outpatient service | Monthly |
| WCSO | Jail Group SAP Therapy: <ul style="list-style-type: none"> • Number of participants in SUD groups • Number enrolled in each session • Referring court • Numbers referred • Numbers of volunteer participants • Number of successful completion vs those that do not complete (including reasons for discontinuing) • Number of clients that complete jail program and continue in services at outpatient center (retention) • Long-term the success rates of those individuals (90 days) | Monthly Quarterly ↓ |

Key Performance Indicator/Outcomes Due dates are as follows based upon frequency noted above:

- Monthly: 30th of the following month
- Quarterly:
 - Q1: October 31
 - Q2: January 31
 - Q3: April 30
 - Q4: July 31

Justice Systems Collaboration Plan

MHRB CONTRACT PARTNERS:
BEECH ACRES PARENTING CENTER
BUTLER BEHAVIORAL HEALTH SERVICES
CLINTON COUNTY COMMON PLEAS COURT
CLINTON COUNTY JUVENILE COURT
JCA FORENSICS, LLC
FORENSIC EVALUATION SERVICE CENTER
FORUM OHIO, LLC
JANE SHORT, PROBATE ATTORNEY
SOLUTIONS COMMUNITY COUNSELING AND RECOVERY CENTER
SPARKS PSYCHOLOGICAL SERVICES, LLC
WALLACE STACY, CIT COORDINATOR
TALBERT HOUSE
JEFF RICHARDS, GUARDIANSHIP ATTORNEY
PLANAGAN, LIEBERMAN & RAMBO
WARREN COUNTY COMMON PLEAS COURT
WARREN COUNTY SHERIFF'S OFFICE
THRIVE PEER SERVICES
LIFESPAN INCORPORATED
OTHER PARTNERS:
CLINTON COUNTY SHERIFF'S OFFICE
WARREN COUNTY JUVENILE COURT
VENDOR TBD JUVENILE DETENTION SERVICES

SECTION II: RATIONALE & APPROACH TO SERVICE

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

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

The scope of the Justice Systems Collaboration includes 7 areas along the continuum. The components and specific functions for each are identified in the following:

1. Law Enforcement
2. Jails
3. Juvenile Detention & Court
4. Adult Courts
5. Forensics
6. Prison Re-Entry
7. Specialized Court Dockets

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

SECTION II: TARGET POPULATIONS AND SERVICES

Law Enforcement:

Target Population: Any person in Warren or Clinton County

1. **Crisis Intervention Team-** provide training to all partner law enforcement agencies regarding mental health crisis response in the community
2. **Mobile Crisis-** 24/7 on-call availability for adults and youth in community settings. These referrals can come from law enforcement, hospital emergency room or any other source who is involved in the crisis. Makes referrals and facilitates appropriate dispositions up to and including hospitalization. (See Crisis Services Collaborative Plan for specifics.)

Jail Services:

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

1. **Boundary Spanner-** provides assessment for all inmates who are in the jail on the 12th day of incarceration. It also provides for follow up to inmates who trigger need at the time of initial booking, who self-refer or are staff referred, and who are in crisis. Makes referral for psychiatric services. Provides group therapy.
2. **Community Linkage/Case Management-** identifies those inmates who need connections to community services including but not limited to treatment, entitlement enrollment, transportation and housing. Provides group therapy.
3. **Psychiatric Services-** face to face psychiatric assessment and prescribing either in person or through telemedicine.
4. **Group Therapy-** Seeking Safety or other evidence-based groups and SUD group services.

5. **Peer Services-** group and individual interactions with inmates as indicated and supervised by clinical staff (specifications located in Recovery Collaborative Plan).
6. **Vivitrol Induction-** completes assessments and readies inmates for first injection while incarcerated and completes linkage for follow-up care in the community.
7. **Crisis Services-** provides urgent and emergent assessments for those inmates who are identified as in need. Recommends appropriate dispositions up to and including hospitalization. *Also see Crisis Services Collaborative Plan.*

Juvenile Detention and Probation Services:

Target Population:

Warren County - Any juvenile in Warren County Detention, Mary Haven Residential;
Clinton County – Any Clinton County resident in West Central Juvenile Detention Center (Troy) or Greene County Detention Center (Xenia) or Served by the Clinton County Resource Center (program of Clinton County Juvenile Court)

1. **Crisis Services-** provides urgent and emergent assessments for youth identified as in need. Recommends appropriate dispositions up to and including hospitalization. Warren County available upon request (incorporated into the Crisis Collaborative Plan); West Central Juvenile Detention Center & Greene County Detention available on routine scheduled days
2. **Case Management/Community Linkage-** identifies youth who are not currently in services and assists with connections to community services including but not limited to treatment, entitlement enrollment, transportation and school supports.
For those who are currently in services, agency may provide:
 - a. Ongoing assessment of needs
 - b. Assistance in achieving personal independence in managing basic needs as identified by the individual and/or parent or guardian
 - c. Facilitation of further development of daily living skills
 - d. Coordination of the Individualized Service Plan
 - e. Assistance with accessing natural support systems in the community
 - f. Linkages to formal community service/systems (including treatment)
 - g. Symptom monitoring
 - h. Coordination and/or assistance in crisis management and stabilization as needed
 - i. Advocacy and outreach
 - j. As appropriate, provide education to family and detention/residential staff specific to the individual's assessed needs and abilities
 - k. Mental health interventions that address symptoms, behaviors, thought processes, etc.
 - l. Activities that increase the individual's capacity to positively impact his/her own environment

Applicable to Any Clinton County resident in West Central Juvenile Detention Center (Troy) or Greene County Detention Center (Xenia)

3. **Behavioral Health Service Liaison**- identifies youth who are not currently in services and assists with connections to community services including but not limited to behavioral health treatment, entitlement enrollment, transportation and school supports. Applicable for those served by the Clinton County Resource Center (program of Clinton County Juvenile Court)
4. **Home Based/Intensive Home-Based Treatment Services (IHBT)**- This level of service is available to youth in the identified target population, which may include individuals involved in the juvenile justice system, upon referral and recommendation after assessment. This particular service is addressed more extensively in the Community Collaborative Plan.

Adult Courts:

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

1. Addictions Docket and U-Turn Recovery Docket- Provides treatment consultation to the treatment team and peer services as indicated.
2. Common Pleas Court Assessments- Provides quick access for suspected AOD involvement reporting directly back to the referring judge (**Warren only**).
3. Mental Health Probation Officer- Provides linkage on individual cases between treatment provider and court.
4. Probate Monitoring- Provides treatment and compliance monitoring for those persons placed on community probate. Acts as liaison between the court, treatment provider and MHRB. Completes assessments and provides reports and testimony to the court. Collaborates as part of the treatment team, risk management team, and utilization review team.
5. Probate Attorney- Provides representation for MHRB in Probate proceedings in both Warren and Clinton Counties. Various other legal providers represent MHRB for Warren/Clinton County residents in out of county probate hearings.
6. Guardianship - Provides a guardian for individuals deemed incompetent due to a behavioral health disorder by the Probate Courts of Warren or Clinton County. An eligible individual must be a Warren or Clinton County resident and have no other viable individual to serve as guardian. Guardians act in the client's best interest with efforts toward stabilizing the client's life through advocacy efforts and by monitoring activities and health status. Guardians work with housing, mental health, and medical providers to ensure maintaining the client in the least restrictive environment possible. Guardians collaborate with the service provider and adhere to the guardianship requirements from the State of Ohio. An appointed guardian provides the individual who is deemed incompetent with full support from the time guardianship is granted until the time of termination. Statements of Expert Evaluation in support of an application for guardianship will be completed within court established time limits and by local rule.

7. Peer Recovery Supporter – peer services to support the recovery of individuals with behavioral health challenges who are involved in the criminal justice system’s specialized court docket.

Forensic:

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

1. Forensic Monitoring- Provides development of conditional release plans in conjunction with the treatment provider, monitoring of compliance with Conditional Release plans for those NGRI acquitees who are released, two-year assessments, and coordination with the treatment provider, state report submission and participates as part of the utilization review team and the risk management team (as needed).
2. Outpatient Competency Restoration- Provides competency restoration in the community or jail for those persons so ordered by the court. Referrals are accepted as the individual is deemed safe to remain in current location for such services.

Prison Re-entry:

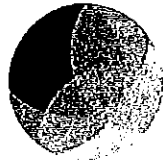
Target Population: Any resident of Warren or Clinton County

1. Community Behavioral Linkage- provides pre-release linkage to community mental health treatment services through pre-release contact between MHRB and the prison system.
2. Community Transitions Program- provides pre-release linkage to SUD community treatment and wrap-around services through pre-release contact between MHRB and prison system.
3. Peer Support: provide peer services to residents released into the community from prison.

SECTION III TARGET OUTCOMES

For individuals connected to the Justice System, MHRB’s desire is to provide additional supportive tools for life management and to reduce recidivism. These designated services provide a variety of methods to achieve these goals with corresponding outcomes measures for evaluation including:

- Increase knowledge of de-escalation, mental health services, and interaction with mental health providers in the community (Law Enforcement/CIT)
- Provide community linkage to treatment and support services while in custody (Jail, Juvenile Detention Services, Prison Re-Entry Services)
- Maintain participants/clients in community setting (Forensic Services, Common Pleas Courts, Probate Services)



Mental Health Recovery Board

Serving Warren & Clinton Counties

ATTACHMENT 5 System Policies

All MHRBWCC System Policies and Procedures may be accessed/downloaded at:

<https://www.mhrbwcc.org/about-us/information-for-providers/>

| Number | Policy Title |
|--------|---|
| | Overview Statement |
| 1-1 | Client Financial Eligibility Determination |
| 1-2 | Sliding Fee Subsidy Program |
| 1-3 | Pre-Authorization for Continued Service Beyond Limits |
| 1-4 | Member Residency Determination Process |
| 1-5 | Key Performance Indicator Data (KPI) Outcomes and Audits |
| 1-6 | Reportable Incident Submission |
| 1-7 | Waiting List and Referral Process Policy |
| 1-8 | SmartCare Enrollment, Claims Processing & Correction |
| 1-9 | Benefit Rules |
| 1-10 | Network of Benefit Communication |
| 1-11 | Provider Marketing/Inclusion of MHRB Logo |
| 1-12 | Client Abuse or Neglect Investigations |
| 1-13 | Client Rights and Grievance Investigations |
| 2-1 | Recovery Housing Level of Care |
| 2-2 | Housing Level of Care |
| 2-3 | Housing Retention for Clients on Temporary Leave |
| 2-4 | Housing subsidy |
| 2-5 | Personal Needs Allowance |
| 2-6 | Residential Service Authorizations |
| 2-8 | Levels of SPM/ Case Management |
| 3-1 | Crisis Services |
| 3-2 | Hospitalization |
| 3-3 | Involuntary Commitments |
| 3-4 | Private Hospital Request for Transfer to Summit Behavioral Health Care |
| 3-5 | Probate Services |
| 3-6 | Forensic Services |
| 3-7 | Health Officer Appointments |
| 4-1 | Inpatient Drug and Alcohol Treatment |
| 4-2 | Outpatient and Intensive Outpatient Substance Use and Addictive Disorders Treatment |
| 5-1 | Seriously Emotionally Disturbed (SED) Residential Placement Payment |
| 5-2 | SED Respite Funds |
| 5-3 | Mobile Response and Stabilization Services (MRSS) |
| 5-4 | SED Service to Minors without Parental/Guardian consent |
| 6-1 | Prevention Services |

DCY Contracts and Monitoring

General Invoice Guidelines for Grants

This document is designed to provide general Department of Children and Youth guidelines to use when preparing your invoice/request for reimbursement and does not represent all federal or state rules. The circumstances surrounding each agreement will vary; however, there are general requirements that apply to all agreements. Individual questions should be sent to your DCY agreement manager or to Procurement_Inquiries@childrenandyouth.ohio.gov.

- **Invoices**
 1. Invoices and Monthly Reports are Due on the 15th of each Month.
 2. The invoice with PO number in the document.
 3. Detailed cost summary (if required as part of your current agreement)
 4. Detailed Payroll (if required as part of your current agreement)
 5. All of other documents required by your current agreement.

- Invoice for grants should be consistent with approved budget (only include items which have been approved for purchase)
- Expenditures must be made prior to request for reimbursement unless your agreement specifies a different payment method.
- Expenditures must be made within the contract/reporting period. Invoices for State Fiscal Year 2024 activities shall be with the legacy agency that issued your agreement. State Fiscal Year 2025 invoices shall be submitted to ODCY. Invoices shall be emailed to laura.payne@childrenandyouth.ohio.gov

Resolution

Number 24-0919

Adopted Date July 16, 2024

AUTHORIZING THE PRESIDENT OF THE BOARD TO ENTER INTO AGREEMENT FOR DISBURSEMENT OF GRANT FUNDS WITH MENTAL HEALTH RECOVERY BOARD SERVING WARREN AND CLINTON COUNTY COUNTIES, ON BEHALF OF THE WARREN COUNTY SHERIFF'S OFFICE

BE IT RESOLVED, to authorize the President of the Board to enter into Agreement for Disbursement of Grant Funds with the Mental Health Recovery Board Serving Warren and Clinton Counties; as attached hereto and made a part hereof.

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

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

Resolution adopted this 16th day of July 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

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



Mental Health Recovery Board

Serving Warren & Clinton Counties

Agreement For Disbursement of Grant Funds

This Agreement (hereinafter "Contract" or "Agreement") is by and between the Mental Health Recovery Board Serving Warren & Clinton Counties, 201 Reading Road, Mason, Ohio 45040 (hereinafter "Board") and Warren County Sheriff's Office (hereinafter "Provider").

Whereas, Board has been directed by OhioMHAS to disburse specified grant funds to grant Providers designated by OhioMHAS for the provision of certain services, programs and/or activities; and,

Whereas, the Parties wish to set forth their respective and mutual responsibilities and obligations in regard to such grant disbursement arrangement.

Now, therefore, the Parties agree as follows:

1. Responsibilities of the Provider.

- a. Provider agrees to utilize the funding described herein for the stated purposes and in accordance with all grant requirements, as set forth in the grant documents attached to and made a part of this Agreement ("Grant Requirements").
- b. Provider shall ensure expenditures of such funds comply with the allowable expenditures and costs set forth in the Grant Requirements.
- c. Provider shall submit to OhioMHAS any reports and information specified in the Grant Requirements in accordance with the stated due dates.
- d. Funding will be disbursed on a semi-annual basis to the Board. Provider shall invoice the Board semi-annually for the amount of the grant award. The total amount of funds to be disbursed pursuant to this Agreement shall not exceed the OhioMHAS allocation. All funds received by the Provider must be spent or encumbered by the date specified in the Grant Requirements, if any. All funds received by the Provider must be spent or encumbered by the date specified in the Grant Requirements, if any.
- e. Provider shall be responsible for maintaining records related to the grant funding and is solely accountable to OhioMHAS for grant-related expenditures and program implementation.
- f. Invoices should be sent to invoices@mhrbwcc.org.

2. Responsibilities of Board.

- a. Upon receipt of the invoice described in Section 1, Board shall promptly disburse funds to Provider.
- b. Funding amounts for each reporting period will be calculated and allotted according to the Program funding formula identified by OhioMHAS. The total amount of funds to be disbursed pursuant to this Agreement shall not exceed the OhioMHAS allocation.
- c. Board responsibility and obligation in regard to grant funds and program implementation is limited to the receipt and disbursement of the OhioMHAS-awarded funds. Per OhioMHAS, the Board's role in the disbursement of funds does not meet the definition of a pass-through entity as defined in 2 CFR 200.1. OhioMHAS shall perform any and all monitoring, reporting, fiduciary and other obligations related to oversight of the grant.
- d. Board will act at the direction of OhioMHAS in regard to the disbursement or withholding of funds.
- e. Board will notify Provider of any included Federal Funds and Sub-Recipient information and requirements will be sent to Provider by the Board.

3. **Term of Agreement.** The term of this Agreement will begin on July 1, 2024, and end on June 30, 2025, unless terminated earlier in accordance with the termination provisions set forth in this Agreement.

4. **Information and Audits.** Provider shall retain all documentation related to program implementation and funding under this Agreement.

Provider shall comply with all audit requirements related to the grant funds.

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

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

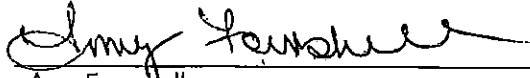
7. **Liabilities of the Parties.** Each Party agrees to accept and be responsible for its own acts or omissions, as well as the acts or omissions of its employees and agents, in complying with the terms of this Agreement and nothing in this Agreement shall be interpreted to place any such responsibility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

Notwithstanding the foregoing, the Parties agree and understand that Board has no responsibilities, including but not limited to any fiduciary oversight or responsibility, in regard to the grant funding or implementation other than the receipt and disbursement of the funds as described in Section 2.

8. **Applicable Law.** The Parties agree to perform their respective obligations under this Agreement in accordance with all applicable federal, state and local laws and Grant Requirements.
9. **Termination.** This Agreement may be terminated immediately with the mutual written consent of the Parties or by either Party with 30 days advance written notice to the other Party. Disbursement of funds will terminate immediately if required by OhioMHAS.
10. **Entirety of Agreement.** It is acknowledged by the Parties that this Agreement, together with all parts incorporated herein by reference or attachment hereto, represents the entire agreement between the Parties and supersedes any and all previous written or oral agreements between the Parties concerning the subject matter of this Agreement.
11. **Amendment.** No change, amendment or modification of any provision of this Agreement shall be valid unless set forth in a written instrument and signed by the Parties.
12. **No Third Party Beneficiaries/Assignment.** Nothing expressed or implied in this Agreement is intended or shall be deemed to confer upon any person other than the Parties and their respective successors or assigns, any rights, remedies, obligations or liabilities. Neither Party may assign or delegate its rights or obligations pursuant to this Agreement without the prior written consent of the other.
13. **Severability.** Should any portion of this Agreement be deemed unenforceable by any administrative or judicial officer or tribunal of competent jurisdiction, the balance of this Agreement shall remain in

full force and effect unless revised or terminated pursuant to the requirements of this Agreement.

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



Amy Fornshell
Executive Director
Mental Health Recovery Board Serving Warren and Clinton Counties

7/10/24

Date

*

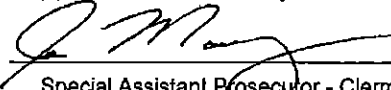


Larry Sims
Sheriff President
Warren County Sheriff's Office
Commissioner

7/16/24

Date

Approved as to Form By:



Special Assistant Prosecutor - Clermont County Prosecutor's Office

Fund: GRF 422C

Appropriation Line Item: 336422 Behavioral Health Drug Reimbursement Program

Program Name: Behavioral Health Drug Reimbursement Program

Purpose: Ohio Rev. Code § 5119.19 establishes the Behavioral Health Drug Reimbursement Program, which provides reimbursement to counties for the cost of certain drugs dispensed to inmates of county jails and Community Based Correctional Facilities (CBCF) in Ohio. Ohio Rev. Code § 5119.19(B) requires the program be administered by the Ohio Department Mental Health and Addiction Services (OhioMHAS). \$5,000,000.00 has been allotted for each state fiscal year in the biennium (SFY 2024 and 2025) to fund the Behavioral Health Drug Reimbursement Program.

Ohio Rev. Code § 5119.19 defines psychotropic drug as including the following:

1. Drug approved by the United States Food and Drug Administration for use in medication-assisted treatment, regardless of the method the drug is administered or the form in which it is dispensed, including an oral drug, an injectable drug, or a long-acting or extended-release drug. Drugs used in medication-assisted treatment include all of the following:
 - a) A full agonist;
 - b) A partial agonist;
 - c) An antagonist.

2. Drug approved by the United States Food and Drug Administration for use in, or a drug in standard use for, mitigating opioid or alcohol withdrawal symptoms or assisting with detoxification, regardless of the method the drug is administered or the form in which it is dispensed, including an oral drug, an injectable drug, or a long-acting or extended-release drug. Drugs used in withdrawal management or detoxification includes all of the following:
 - a) A full agonist;
 - b) A partial agonist;
 - c) An antagonist.
 - d) An alpha-2 adrenergic agonist.

3. Drug that has the capability of changing or controlling mental functioning or behavior through direct pharmacological action. "Psychotropic drug" includes all of the following:
 - a) Antipsychotic medications, including those administered or dispensed in a long-acting injectable form;
 - b) Antidepressant medications;
 - c) Anti-anxiety medications;
 - d) Mood stabilizing medications.

Stimulants prescribed for the treatment of attention deficit hyperactivity disorder are specifically excluded from the definition of psychotropic drug.

Eligibility: Full-Service County Jails and Community Based Correctional Facilities

Funding Period: 7/1/2024 through 6/30/2025

Prohibited Expenditures: Funds can only be used for reimbursement of psychotropic medications dispensed to inmates of county jails and Community Based Correctional Facilities in Ohio.

Amount: \$5,000,000

Fund Distribution: OhioMHAS will upload payment amounts for each jail in the Grants and Funding Management System. Once processed, the ADAMH Board will receive the funds. For jails and CBCFs that are in multiple ADAMH Board counties, the payment upload will be processed to the Board in the county where the jail is located. .

Reporting Requirements: Reimbursement for SFY 2025 shall be submitted by the county sheriff's office for the following periods identified below. Failure to submit reimbursement requests by the identified dates will result in the request being denied.

- July 1, 2024 – December 31, 2024 – submitted by February 15, 2025
- January 1, 2025 – June 30, 2025 – submitted by August 15, 2025

Office and Lead(s) Contact Information:

Chris Nicastro

Christopher.nicastro@mha.ohio.gov

614-466-9969

Bureau of Criminal Justice Services

Resolution

Number 24-0920

Adopted Date July 16, 2024

ENTERING INTO AN AGREEMENT WITH WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, HUMAN SERVICES DIVISION ON BEHALF OF THE WARREN COUNTY TRANSIT SERVICE

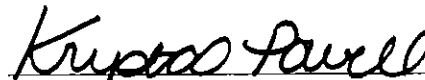
BE IT RESOLVED, to enter into an agreement with Warren County Department of Job and Family Services, Human Services Division on behalf of the Warren County Transit Service, copy of said agreement attached hereto and made a part hereof.

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

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

Resolution adopted this 16th day of July 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

/sm

cc: c/a—Warren County Human Services
Transit (file)

**WARREN COUNTY HUMAN SERVICES TRANSPORTATION
INTERDEPARTMENTAL MEMORANDUM OF UNDERSTANDING**

This Interdepartmental Memorandum of Understanding (“Mou” or “Agreement”) is entered into on this the 16 day of ~~June~~^{July} 2024, by and between the Warren County Human Services Department and the Warren County Office of Grants Administration on behalf of the Warren County Transit Program.

WHEREAS, pursuant to Title XX of the Social Security Act, Chapter 5101 of the Ohio Revised Code and rules promulgated by the Ohio Department of Job and Family Services (ODJFS), the Warren County Department of Human Services (“WCDHS”) is authorized to execute vendor agreements with a provider of transportation services that have followed procurement regulations to obtain that service for the County; and

WHEREAS, the Warren County Office of Grants Administration (“WCOGA”) administers the Warren County Transit Program under a contract between Warren County and an outside vendor procured through competitive procurement; and

WHEREAS, as part of its Title XX spending authorization, WCDHS is required to implement a “Community Non-Emergency Transportation (NET) Plan to provide transportation to and from medical providers who meet provider participation requirements in accordance with Chapter 5160-15 of the Administrative Code and who are providing Medicaid covered service(s) defined as reimbursable service(s) in accordance with Chapters 5160-1 of the Ohio Administrative Code; and

WHEREAS, in accordance with Title IV-A, Federal regulations, State law, and the Title IV-State plan, prepared under Section 5101.80 of the Ohio Revised Code and amendments to the plan, WCDHS is also required to establish and administer a work activity program to include the activities established under Section 5107.50, 5107.52 and 5107.58 of the Ohio Revised Code, including unsubsidized employment activities, on-the-job training activities, community service activities, vocational educational training activities, jobs skill training and educational activities for minor heads of household and adults participating in Ohio Works First (OWF) Program and to provide support services necessary for the participants to attend the work activity assignment with needed services specified in the employability plan, including transportation to and from the required activity as well as transportation to get children to and from day care as needed; and

WHEREAS, in accordance with 5101:4-3-32 of the Ohio Administrative Code WCDHS is further responsible for arranging or providing necessary supportive services for individuals receiving Food Assistance Benefits who are required to participate in the Food Assistance Employment and Training Program (FAET);

NOW THEREFORE, WCDHS and the WCOGA, hereby set forth this Inter-Departmental Memorandum of Understanding outlining the parties’ responsibilities in relation to use of the Warren County Transit Program to fulfil WCDHS’s transportation requirements and services.

1. **TERM:**

This MOU shall be effective from **July 1, 2024 through and including June 30, 2025**, unless otherwise terminated as set forth herein. At the end of the initial term, the MOU shall renew automatically for additional one year terms, unless otherwise terminated as set forth herein. The total amount of reimbursement during a one year term shall not exceed \$17,000.

2. **AVAILABILITY OF FUNDS:**

Payment for all services provided in accordance with the provisions of this MOU are contingent upon the availability and will not exceed the total of Local, State, and Federal matching funds as follows:

| | |
|---|-----------------|
| Federal (Title XX) funds | \$5,000 |
| Temporary Assistance to Needy Families (TANF) Funds | \$5,000 |
| Community Non-Emergency Transportation (NET) Funds | \$5,000 |
| FAET Participation Allowance | \$2,000 |
| TOTAL COST | \$17,000 |

Federal Title XX funds shall be available to counties at a rate between seventy-five (75) per cent and one hundred (100) per cent of the cost of the services.

Temporary Assistance to Needy Families (TANF) funds shall be used for Work Activity related transportation of OWF work activity required participants as transportation is a required support service (Ohio Revised Code 5107.66).

The Community Non-Emergency Transportation (NET) program is reimbursable to the county on a dollar per dollar funds used for that purpose.

The FAET Participant Allowance allocation reimburses the county for any participant expense including county contracts. Allowable participant expenses include transit tickets for FAET participants.

The total cost of this **MOU cannot exceed \$17,000 for the period of July 1, 2024 through and including June 30, 2025.**

If funds are not allocated and/or available for the continuance of this Agreement, this MOU can be terminated by either department at the end of the period for which funds are available. If funds are reallocated in lesser quantities than the initial allocation, WCDHS may reduce the scope of services and/or total MOU dollars.

3. **COST, DELIVERY AND DESCRIPTION OF SERVICES:**

Subject to limitations specified in Article 2 herein, the amounts to be paid under this MOU will be by fixed unit rates as set forth in the table below:

| | |
|---|---|
| In-County: | \$3.00 general public; in-county and Greater Dayton RTA South Hub (one way) |
| Valley Transport LLC Contracted NET Rides -Moved to Warren County Transit: | \$3.00 (one way) |
| Middletown: | \$3.00 Middletown Service (one way) |
| Elderly and Disabled (E & D): | \$1.50 Warren County and Greater Dayton RTA South Hub (one way). To be eligible for reduced fares, passengers must complete an E & D application and be eligible for NET. |

Any rate changes must be submitted by the WCOGA in writing to WCDHS, who will amend the current MOU to reflect such changes.

Valley Transport LLC, is the current designated service provider of the Warren County Transit System, as contracted by the Warren County Board of Commissioners, such contract administered by the WCOGA.

The Transit System shall operate each week-day (Monday thru Friday) from 6 A.M. until 6:30 P.M. The Transit System shall be available to the general public during that time and the above-quoted rates are the one (1) way fare charged any transit rider.

With at least forty-eight (48) hours notice, rides may be scheduled to and/or from any destination within Warren County and Middletown Service for a fee of \$3.00 per one way.

The fee for the elderly and disabled is \$1.50 for in-county and Greater Dayton RTA South Hub. There is no reduced fare for the elderly and disabled to Middletown. Again, this is with at least forty-eight (48) hour notice.

All trip requests will be scheduled based on availability.

If a personal care attendant (PCA) is required for a passenger for whom WCDHS has approved transportation services, that PCA shall ride without paying a fare if he/she accompanies the passenger who needs the PCA to and from his/her destination. Whenever the ride is scheduled, either by WCDHS or the consumer, Provider must be notified that a PCA will be accompanying the consumer.

The policies established by the Warren County Transit System shall be observed by all WCDHS consumers. The WCOGA is responsible for notifying WCDHS of any changes in transit policies.

4. PAYMENT FOR SERVICES:

The WCOGA, by the twentieth (20th) working day of each month, shall submit an invoice to WCDHS for purchased services rendered to eligible individuals for the preceding calendar month. Tickets issued by WCDHS shall bear a distinctive stamp and/or be a distinctive colored ticket to identify to which category/service they belong: Title XX, NET Transportation, FAET, or TANF

Work Activity Tickets. The invoice shall state the number of tickets served in each category with a combined total number of tickets for the calendar month and total cost for those tickets. The collected tickets must be attached with the invoice. WCDHS will review such invoice for completeness and the required information. Should WCDHS find any discrepancies in the ticket count, rate charges, mathematical errors, non-covered services or any questionable information, the WCOGA shall be contacted for assistance in any corrections that may be needed. A correct and final invoice will be submitted to WCOGA to sign and submit back to WCDHS for payment. WCDHS shall make payment within thirty (30) days of receipt of a correct dated and signed invoice. The reported expenditures are subject to audit by appropriate Federal, State or Local officials or an independent audit.

5. ELIGIBILITY FOR SERVICES:

The Warren County Human Services Department shall determine eligibility for all customers for whom WCOGA bills WCDHS directly. Eligibility of individuals to receive purchased services shall be determined in accordance with the policy and procedures established by the Ohio Department of Job and Family Services in Section 5101:2-25-07 (2) (a); 5101:3; 5101:3-24-03; 5101.80, 5107.50, 5107.52 and 5107.58 of the Ohio Administrative Code and WCDHS.

Nothing in this Agreement shall be interpreted to prohibit concurrent use of multiple sources of public funds to serve participants as long as the funds from this Agreement supplement and do not supplant existing services.

The "declaration" method of eligibility determination may be used by WCDHS. WCDHS shall determine the eligibility for the Title XX, NET, FAET, and OWF customers. Tickets shall be provided to FAET participants for delivery of transportation services related to the Food Assistance Employment and Training Program and to OWF participants to attend the required work assignment, including transit tickets to get children to and from day care as needed and to NET participants for transportation to and from eligible medical treatment as needed. Title XX for travel including travel costs of individuals in order to access services or obtain medical care or employment.

6. REFERAL PROCEDURES:

If an individual initially applies to the Transit Provider, the WCOGA will inform them how to contact WCDHS. The Transit Provider and/or the WCOGA shall not determine any eligibility and shall not bill WCDHS for any customer trips not approved by WCDHS. Any recipient who WCDHS has approved payment for transportation shall have the correct ticket with the required information on it.

7. ELIGIBILITY DETERMINATION RECORDS:

Warren County Human Services shall maintain all necessary documents which shall reflect that a proper eligibility determination was made for each and every eligible individual for the appropriate time period as detailed in the County Record Retention Schedule.

8. **AVAILABILITY AND RETENTION OF RECORDS:**

Both departments shall maintain and preserve all financial service records related to this MOU, including any other documentation used in the administration of this program, in its possession for the appropriate time period as detailed in the County Record Retention Schedule. The WCOGA will assure the maintenance of such records and other documentation in the possession of any third party performing work related to this MOU for a like period of time.

9. **AUDIT RESPONSIBILITIES:**

Both departments agree to accept responsibility for receiving, replying to and complying with any audit exceptions by appropriate State, Federal, or local audit directly related to the provisions of this Contract.

10. **CONFIDENTIALITY OF INFORMATION:**

The departments agree to be bound to the same standards of confidentiality laws and regulations applicable to the programs under which this MOU is funded.

11. **CIVIL RIGHTS:**

WCDHS and WCOGA agree that as a condition of this MOU, there shall be no discrimination against any applicant, client or recipient because of race, color, sex, religion, national origin, physical limitations or any other factor as specified in Title IV of the Civil Rights Act of 1964, Rehabilitation Act of 1973 and subsequent amendments.

12. **TERMINATION:**

The MOU shall terminate immediately if the Transit Provider fails to meet all licensing requirements imposed by law. This MOU may also be terminated on the basis of adverse findings in an audit required or permitted herein. Either department shall have the right to abandon or cancel this MOU at any time prior to the specific completion date by giving notice to the other department. The MOU may also be terminated for lack of funding.

13. **PUBLICITY:**

In any publicity reference including media release, information pamphlets, etc., on the services provided under this MOU, it will be clearly stated that the project is in part funded under the State of Ohio's service programs through Federal and State reimbursement.

14. **INSURANCE:**

WCOGA shall maintain verification that Service Provider maintain liability insurance in an amount not less than \$1,000,000 for this program. WCDHS and the Warren County Board of Commissioners shall be named as additional insured in Provider's policy. Any change or lapse in insurance coverage or named insured shall be reported to WCDHS.

15. **ACCESSIBILITY OF PROGRAM:**

Both departments agree as a condition of the MOU to comply with Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), all requirements imposed by the allocable HHS regulations (45CFT 84) and all guideline and interpretations issued pursuant thereto.

16. **COMPLIANCE WITH LAW:**

Both departments shall abide by all policies promulgated by ODHS and WCDJFS, all applicable Federal, State and Local laws and regulations and all applicable guidelines of Federal, State and Local Auditors.

IN WITNESS WHEREOF, the Board of County Commissioners, as contracting authority for both departmental parties to the MOU, acknowledge by way of resolution number 24-0920, dated 7-16-24 the foregoing inter-departmental arrangement for compliance with federal and state grant funding requirements.

[Signature]

President, Warren County Board of Commissioners

7/16/24
Date

Arlene Byrd

Director, Warren County Human Services Department

7/3/2024
Date

Suzanne Mason

Grants Administrator, Warren County Grants Department

7.3.24
Date

Approved to Form:

Jacqueline M. Howard

Assistant Prosecuting Attorney

7/8/24
Date

Resolution

Number 24-0921

Adopted Date July 16, 2024

ENTERING INTO A MASTER SERVICE AGREEMENT WITH FISHBECK FOR WATERLINE AND SANITARY SEWER DESIGN SERVICES FOR 2024-2026

WHEREAS, pursuant to Resolution #24-0191, adopted February 6, 2024, this Board issued a Request for Qualifications (RFQ) for engineering services for waterline and sanitary sewer projects for the 2024 through 2026 and appointed a Review Committee to review statements of qualifications; and

WHEREAS, pursuant to Resolution #24-0712, adopted June 4, 2024, this Board directed the Water and Sewer Department to negotiate Master Service Agreements with the seven (7) top-ranked, pre-qualified firms.

NOW THEREFORE BE IT RESOLVED, to enter into a Master Service Agreement with Fishbeck as one of the qualified firms, for the above referenced project; and

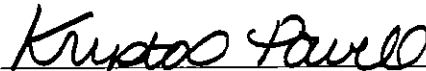
BE IT FURTHER RESOLVED, that the general scope of services shall be as stipulated in the "Master Agreement for Professional Consulting Services" and the attachment thereto, attached hereto and made a part hereof.

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

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

Resolution adopted this 16th day of July 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: c/a— Fishbeck
Water/Sewer (file)
Project File

MASTER AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES

This Agreement is made and entered into on the date last signed below ("Effective Date"), by and between the WARREN COUNTY BOARD OF COUNTY COMMISSIONERS, 406 Justice Drive, Lebanon, Ohio 45036 (hereinafter called the "County" and FISHBECK, 10856 Reed Hartman Highway, Suite 175, Cincinnati, Ohio 45242 (hereinafter called the "Consultant").

WHEREAS, the County has a need from time to time for engineering and survey services; and

WHEREAS, the County issued a Request for Qualifications to solicit Statements of Qualifications (SOQs) from interested consultants willing to provide professional engineering and survey services on an as-needed basis to the County; and

WHEREAS, the Consultant has submitted a SOQ in response to the aforementioned solicitation and has been determined by the County to be a skilled, competent, and experienced professional firm having the necessary personnel, equipment and other resources to perform the required services; and

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

WHEREAS, the County intends for this Agreement to be a Work Order contract providing for the issuance and assignment of orders for the performance of work during the term of this Agreement;

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

1. TERM

- A. Term. The initial term ("Term") of this Agreement shall commence on the Effective Date and unless sooner terminated as herein provided, shall expire on December 31, 2026 ("Expiration Date").

Consultant shall not commence "Work" (being the work authorized under an executed Work Order, as further defined below) until the date of execution by the County of a Work Order authorizing such Work. All work shall be completed in accordance with the Work Order. If the completion date of any Work Order extends past the Agreement termination, then both the County and the Consultant agree that any and all terms and provisions for the Agreement shall be in effect for the duration of the Work Order. No new Work Orders shall be issued following the Expiration Date.

Term extensions may not be presumed with the assignment of Work or performance of any Work Order that extends beyond the initial term of this Agreement. No new or amended Work Order can be assigned after this Agreement terminates.

- B. Early Termination. Notwithstanding the Expiration Date specified above, the County may terminate this Agreement, for any reason or no reason, by giving Consultant no less than thirty (30) days prior written notice thereof. Upon termination of this Agreement, Consultant shall promptly deliver to the County all finished and unfinished Work Product, as defined below. Upon termination of this Agreement pursuant to this section, the County

shall compensate Consultant for all work satisfactorily completed through the effective date of the termination.

2. SERVICES

- A. Scope of Services (General). A list of the general types of engineering and/or survey services that Consultant is willing and approved to provide to the County under this Agreement is attached hereto as Exhibit A (Scope of Services). The parties acknowledge that, through the Term, the County may ask Consultant to provide some, all, or none of the services described on Exhibit A (Scope of Services). Consultant acknowledges and agrees that the County shall have no obligation to assign any work to Consultant under this agreement.
- B. Assignment of Specific Project; Notice to Proceed. From time to time on an as-needed basis, the County may provide an opportunity for Consultant to be awarded work under this Agreement for specific projects (for each, a "Project"). If the Consultant is selected for an opportunity to be awarded the work for the Project: (i) the County shall send to the Consultant a scope of work for the Project (the "Work"); (ii) Consultant shall prepare and send to the County a proposed budget for the work, based on anticipated hours and rates, which shall specify a "not to exceed" dollar amount; (iii) if and when the County selects the Consultant for the Work and the budget mutually approved by the parties (as so approved, the "Budget"), the County shall execute a Work Order Contract Amendment, and (iv) the County shall issue a Notice to Proceed, instructing the Consultant to proceed with the Work.
- C. Standards. Consultant shall perform all Work in a satisfactory, timely, and professional manner determined by the County and by qualified staff in accordance with applicable and accepted professional industry standards.

3. COMPENSATION

A. Compensation

- i. County agrees to pay the Consultant for any services performed under this Agreement upon Written Notice to Proceed. Compensation for labor costs shall be based upon direct employee labor costs times a fixed labor multiplier of 3.10. The fixed labor multiplier represents the total direct employee labor costs, overhead, and consultant profits set at 10% to be paid for these services. Upon request by the County, a detailed breakdown of costs included in the computation of this overhead rate will be submitted. All invoices shall list the rates for both the direct employee labor costs as well as the compensation rates including the fixed labor multiplier. Non-salary direct project expenses, such as mileage, traveling costs, copies, subconsultant costs, etc. are not subject to the above described multiplier.
- ii. In addition to labor costs, the County will reimburse the Consultant for the non-salary direct project expenses applicable for the project. Reimbursable direct project expenses shall be defined as the nonlabor cost of in-office and out-of-office expenses which are directly allocable to the services performed under this Agreement. Direct project reimbursable expenses may include vehicle rental or mileage, meals, lodging, transportation expenses, printing, reproduction, and services performed by subconsultants. Computer software, hardware expenses,

computer usage, postage, and long-distance phone costs shall not be reimbursable expenses under this contract.

iii. Reimbursable Expenses Schedule

| | |
|-----------------------------|------------------------------------|
| Local Mileage Reimbursement | Current Federal Reimbursement Rate |
| Subcontract Services | Cost + 10% |

- B. Method of Payment. During each Project, Consultant shall request payment for completed work by submitting an invoice for that work to the County project manager. In requesting payment for a particular service, Consultant shall reference the specific line item in the Budget. Consultant shall provide the County with copies of invoices and such other supporting documentation and information as the County may reasonably request to substantiate Consultant's request for payment. Payment of compensation shall be made to the Consultant within thirty (30) days after receipt of an invoice from the Consultant.

4. COMPLIANCE WITH APPLICABLE LAWS

- A. Consultant shall obtain and maintain all necessary permits, licenses and other governmental approvals and shall comply with all applicable federal, state, and local laws, codes, ordinances, and other government requirements applicable to each Project.

5. INSURANCE

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

6. INDEMNIFICATION

- A. Consultant shall indemnify, protect, and save County harmless from any and all kinds of loss, claims, expenses, causes of action, costs and reasonable attorney's fees, damages, and other obligations, financial or otherwise, arising from (a) negligent,

reckless, or willful and wanton acts, errors or omissions by Consultant, its agents, employees, licensees, contractors, subcontractors; and (b) the failure of Consultant, its agents, employees, licensees, contractors, or subcontractors, to observe the applicable standard of care in providing services pursuant to this Contract; and (c) the intentional misconduct of Consultant, its agents, employees, licensees, contracts, or subcontractors that result in injury to persons or damage to property.

7. TERMINATION

- A. This Agreement may be terminated by either party upon written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement. The non-performing party shall have fifteen (15) calendar days from the date of the termination notice to cure or to submit a plan for cure acceptable to the other party.
- B. County may terminate or suspend performance of this Agreement in part or in its entirety for County's convenience upon written notice to the Consultant. Consultant shall terminate or suspend performance of the Services on a schedule acceptable to the County. If termination or suspension is for County's convenience, County shall pay Consultant for all services performed to date of termination.

8. DOCUMENTS AND CONTRACT DOCUMENTS

- A. County alone shall own the Consultant's project related documents, construction drawings, survey results, and work product (hereinafter Project Documents). County shall have every right, title, and interest in such Project Documents upon acceptance and payment to Consultant, as related to this project. Consultant shall submit all Project Documents to County by electronic files. Any use or reuse of the Project Documents by Client or others for any purpose whatsoever other than for the intended Project shall be at County's risk and full legal responsibility.
- B. Consultant grants to County an irrevocable, non-exclusive, perpetual, freely assignable, and royalty-free license to copy, reproduce, distribute, and otherwise use the Consultant's Project Documents including standard details and specifications for all project related purposes, such as but not limited to owning, financing, constructing, testing, commissioning, decommissioning, using, operating, maintaining, repairing, modifying, selling, obtaining insurance for, and obtaining permits for the project before, during, and after termination or completion of this Agreement.
- C. Consultant may retain any copies of the Project Documents for information, reference, and the performance of project related professional services. Consultant shall have a non-exclusive, royalty free license to copy, reproduce, distribute, and otherwise use the Project Documents in relation to the performance of the project related professional services, including any Additional Services.

9. STANDARDS AND PRINCIPLES

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

10. POLICY OF NON-DISCRIMINATION

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

11. PARTIES AND RELATIONSHIP OF PARTIES

- A. Whenever the terms County and Consultant are used herein, these terms shall include without exception the employees, agents, successors, assigns, and or authorized representatives of County and Consultant.
- B. The parties shall be independent contractors to each other in connection with the performance of their respective obligations under this Agreement. The parties expressly acknowledge and agree that with respect to any payments made to Consultant hereunder that Warren County will issue a form 1099-MISC to Consultant and Consultant will be solely responsible for her own income tax obligations including but not limited to being subject to Self-employment Tax, and Warren County shall not: (i) withhold or pay FICA (Social Security & Medicare) or other federal, state or local income or other taxes or charges for Consultant; (ii) withhold or pay to the Ohio Public Employment Retirement System; (iii) comply with or contribute to state worker's compensation, unemployment or other such governmental funds or programs. Consultant also acknowledges that as an independent contractor, Consultant will not be given the right to participate in any employee benefit, insurance plan or any other plan or fringe benefit that is maintained, established or provided by Warren County for its employees including but not limited to: (i) accrued sick, vacation, personal day or holiday leave; or, (ii) health, life, dental, or vision insurance.

12. GOVERNING LAW AND VENUE

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

13. ENTIRE AGREEMENT

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

14. MODIFICATION OR AMENDMENT

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

15. CONSTRUCTION

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

16. WAIVER

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

17. ASSIGNMENT

- A. Neither party shall assign, delegate or transfer any of its rights or any of its duties under this Agreement without written consent of each other. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing in this provision, however, will prevent Consultant from employing such independent professional consultants, associates and subcontractors as it may deem appropriate to assist in the performance of services hereinunder.

18. NOTICES

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

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

TO: Fishbeck
Attn. Dane Brown
10856 Reed Hartman Highway, Suite 175
Cincinnati, Ohio 45242
(513) 469-2370

19. AUTHORITY AND EXECUTION

CONSULTANT:

IN EXECUTION WHEREOF, FISHBECK, has caused this agreement to be executed by Jeff Brown, Senior Vice President on the date stated below, pursuant to a corporate resolution, a copy of which is attached hereto.

CONSULTANT'S NAME

SIGNATURE: 

PRINTED NAME: Jeffrey J. Brown, PE

TITLE: Sr. Vice President

DATE: June 25, 2024

County:

In execution whereof, the WARREN COUNTY BOARD OF COUNTY COMMISSIONERS has caused this agreement to be executed by David G. Young, its President on the date stated below, pursuant to Resolution No. 24-0921, dated 7/16/24

**WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS**

SIGNATURE: 

PRINTED NAME: David G. Young

TITLE: President

DATE: 7-16-24

Approved as to form:
DAVID P. FORNSHELL
PROSECUTING ATTORNEY
WARREN COUNTY, OHIO

By: 

Assistant Prosecutor

Exhibit A
Scope of Services
Warren County Master Agreement for Professional Consulting Services
Waterline and Sanitary Sewer Design Services for 2024-2026

The scope of work shall be limited to survey, basemap creation, easement documents, and the preparation of design drawings and specifications with no bidding and limited construction services. The following services to be provided may include, but are not limited to, the below items.

Task 1 – Survey & Basemap

1. Obtain and review existing GIS mapping, aerial photography, property ownership data, water distribution information, and sewer system information from the Warren County Water and Sewer Department.
2. Perform the necessary surveys and field verifications of the proposed area of construction for rights-of-ways, utilities, elevations, topography, easements, and property boundaries for design purposes.
3. Create water main and/or sanitary sewer design basemap using existing documents and data obtained from field survey.

Task 2 – Design

1. Construction Drawings – Prepare detailed construction plans and drawings in accordance with design requirements established by the "Rules and Regulations" of the Warren County Water and Sewer Department which shall include, but not be limited to the following:
 - a. Identify all existing public utilities within the project area.
 - b. Coordinate the alignment and location of the water mains and/or sanitary sewers with the Water and Sewer Department to insure compatibility with County requirements.
 - c. Identify property owners by owner and parcel (sidwell) number.
 - d. Locate and identify, through field or aerial survey, all structures and surface improvements (culverts, power poles, sidewalks, driveways, mailboxes, yard trees, and appurtenances) within the construction limits.
 - e. Prior to the completion of construction drawings, the County Engineer, respective municipalities, and Roadway Departments must be contacted regarding the location of the proposed improvements, extent of work within the roadway, and the methods of restoration.
2. Review Meetings – Meetings shall include as a minimum the following:
 - a. Predesign meeting with the County before the start of the survey to discuss existing utilities and identify potential alignment.
 - b. Review meetings at 50-percent, and 90-percent stages to discuss plans, specifications, and other documents.
3. Opinion of Probable Construction Cost – Prepare and submit engineer's opinion of probable construction cost based on approved plans.
4. Permits – Prepare and provide to the County detailed plans, completed data sheets, and permit application forms for the County's submittal to the Ohio Environmental Protection Agency (OEPA) for the Permit to Install. Make all changes for alterations necessary to obtain OEPA's permits and approvals. All other permit applications to be completed by Warren County.

Task 3 – Bidding Services (Not to be Performed)

Task 4 – Construction Services

1. Prepare and provide one set of reproducible mylar record drawings showing those changes made during the construction process, based on the marked-up prints, drawings, field survey, and other data furnished by the County Inspector and the contractor.

Task 5 – Easements

1. Prepare legal descriptions metes and bounds and supporting sketches/maps/ drawings for temporary and permanent easements required for the construction of the proposed water mains:
 - a. Easements shall be initially located in areas which results in the least damage and disruption to the property.
 - b. Modify the legal descriptions metes and bounds and supporting sketches/maps/drawings for each property as required by the County in the negotiation of the easements.
 - c. Prepared on 8-1/2" x 11" drawings.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/26/2024

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

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

| | | |
|--|--|-----------------------|
| PRODUCER Collins & Associates 5075 Cascade Rd SE Grand Rapids MI 49546 | CONTACT NAME: Ana Potroanchenu | |
| | PHONE (A/C No. Ext): 616-575-2387 | FAX (A/C No.): |
| E-MAIL ADDRESS: anap@insuredwithcollins.com | | |
| INSURER(S) AFFORDING COVERAGE | | NAIC # |
| INSURER A: Old Republic Ins Co | | 24147 |
| INSURER B: Continental Casualty Company | | |
| INSURER C: Axis Specialty Insurance Co | | |
| INSURER D: | | |
| INSURER E: | | |
| INSURER F: | | |

| | |
|--|------------|
| INSURED Fishbeck, Thompson, Carr & Huber Inc. DBA Fishbeck 1515 Arboretum Drive, SE Grand Rapids MI 49546 | FISHTHO-01 |
|--|------------|

COVERAGES

CERTIFICATE NUMBER: 1594722551

REVISION NUMBER:

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|-----------|----------|---------------|-------------------------|-------------------------|--|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | Y | | MWZY317013 24 | 2/1/2024 | 2/1/2025 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Emp Ben \$ 1,000,000 |
| A | AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY | Y | | MWTB317014 24 | 2/1/2024 | 2/1/2025 | COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| B | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000 | | | 7034241134 | 2/1/2024 | 2/1/2025 | EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$ |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N N | N/A | MWC317012 24 | 2/1/2024 | 2/1/2025 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |
| C | Unmanned Aircraft Liability | | | SIHL1-P616 | 12/28/2023 | 12/28/2024 | Each Occurrence Eff 05/20/2024 \$ 2,000,000 |

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

Project: Waterline and Sanitary Sewer Design Services for 2024-2026

Warren County Board of Commissioners is additional insured with respect to the general liability and auto liability, as required by written contract. 30 days notice of cancellation is included.

CERTIFICATE HOLDER**CANCELLATION**

Warren County Board of Commissioners
 406 Justice Dr
 Lebanon OH 45036
 USA

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

AUTHORIZED REPRESENTATIVE

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FISHTHO-01

C.JOHNSON

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/26/2024

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

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

| | | | |
|--|--|-------------------------------|---------------|
| PRODUCER Ames & Gough 859 Willard Street Suite 320 Quincy, MA 02169 | CONTACT NAME: PHONE (A/C, No, Ext): (617) 328-6555 | FAX (A/C, No): (617) 328-6888 | |
| | E-MAIL ADDRESS: boston@amesgough.com | | |
| INSURED Fishbeck, Thompson, Carr, & Huber, Inc. Dba Fishbeck 1515 Arboretum Drive SE Grand Rapids, MI 49546 | INSURER(S) AFFORDING COVERAGE | | NAIC # |
| | INSURER A: Continental Insurance Company A(XV) | | 35289 |
| | INSURER B: | | |
| | INSURER C: | | |
| | INSURER D: | | |
| | INSURER E: | | |

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|-----------|----------|---------------|-------------------------|-------------------------|--|
| | COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | | | | | | EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$ |
| | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> Hired AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY | | | | | | COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| | UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ | | | | | | EACH OCCURRENCE \$ AGGREGATE \$ \$ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$ |
| A | Professional Liab. | | | AEH254038073 | 2/1/2024 | 2/1/2025 | Per Claim Limit 5,000,000 |
| A | | | | AEH254038073 | 2/1/2024 | 2/1/2025 | Aggregate Limit 10,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
All Coverages are in accordance with policy terms and conditions.

RE: Project: Waterline and Sanitary Sewer Design Services for 2024-2026

| | |
|--|--|
| CERTIFICATE HOLDER Warren County Board of County Commissioners 406 Justice Drive Lebanon, OH 45036 | CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Jared Maxwell</i> |
|--|--|

Resolution

Number 24-0922

Adopted Date July 16, 2024

ENTERING INTO A MASTER SERVICE AGREEMENT WITH RA CONSULTANTS, LLC FOR WATERLINE AND SANITARY SEWER DESIGN SERVICES FOR 2024-2026

WHEREAS, pursuant to Resolution #24-0191, adopted February 6, 2024, this Board issued a Request for Qualifications (RFQ) for engineering services for waterline and sanitary sewer projects for the 2024 through 2026 and appointed a Review Committee to review statements of qualifications; and

WHEREAS, pursuant to Resolution #24-0712, adopted June 4, 2024, this Board directed the Water and Sewer Department to negotiate Master Service Agreements with the seven (7) top-ranked, pre-qualified firms.

NOW THEREFORE BE IT RESOLVED, to enter into a Master Service Agreement with RA Consultants, LLC as one of the qualified firms, for the above referenced project; and

BE IT FURTHER RESOLVED, that the general scope of services shall be as stipulated in the "Master Agreement for Professional Consulting Services" and the attachment thereto, attached hereto and made a part hereof.

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

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

Resolution adopted this 16th day of July 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: c/a— RA Consultants LLC
Water/Sewer (file)
Project File

MASTER AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES

This Agreement is made and entered into on the date last signed below ("Effective Date"), by and between the WARREN COUNTY BOARD OF COUNTY COMMISSIONERS, 406 Justice Drive, Lebanon, Ohio 45036 (hereinafter called the "County" and RA CONSULTANTS, LLC, 10856 Kenwood Road, Cincinnati, Ohio 45242 (hereinafter called the "Consultant").

WHEREAS, the County has a need from time to time for engineering and survey services; and

WHEREAS, the County issued a Request for Qualifications to solicit Statements of Qualifications (SOQs) from interested consultants willing to provide professional engineering and survey services on an as-needed basis to the County; and

WHEREAS, the Consultant has submitted a SOQ in response to the aforementioned solicitation and has been determined by the County to be a skilled, competent, and experienced professional firm having the necessary personnel, equipment and other resources to perform the required services; and

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

WHEREAS, the County intends for this Agreement to be a Work Order contract providing for the issuance and assignment of orders for the performance of work during the term of this Agreement;

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

1. TERM

- A. Term. The initial term ("Term") of this Agreement shall commence on the Effective Date and unless sooner terminated as herein provided, shall expire on December 31, 2026 ("Expiration Date").

Consultant shall not commence "Work" (being the work authorized under an executed Work Order, as further defined below) until the date of execution by the County of a Work Order authorizing such Work. All work shall be completed in accordance with the Work Order. If the completion date of any Work Order extends past the Agreement termination, then both the County and the Consultant agree that any and all terms and provisions for the Agreement shall be in effect for the duration of the Work Order. No new Work Orders shall be issued following the Expiration Date.

Term extensions may not be presumed with the assignment of Work or performance of any Work Order that extends beyond the initial term of this Agreement. No new or amended Work Order can be assigned after this Agreement terminates.

- B. Early Termination. Notwithstanding the Expiration Date specified above, the County may terminate this Agreement, for any reason or no reason, by giving Consultant no less than thirty (30) days prior written notice thereof. Upon termination of this Agreement, Consultant shall promptly deliver to the County all finished and unfinished Work Product, as defined below. Upon termination of this Agreement pursuant to this section, the County

shall compensate Consultant for all work satisfactorily completed through the effective date of the termination.

2. SERVICES

- A. Scope of Services (General). A list of the general types of engineering and/or survey services that Consultant is willing and approved to provide to the County under this Agreement is attached hereto as Exhibit A (Scope of Services). The parties acknowledge that, through the Term, the County may ask Consultant to provide some, all, or none of the services described on Exhibit A (Scope of Services). Consultant acknowledges and agrees that the County shall have no obligation to assign any work to Consultant under this agreement.
- B. Assignment of Specific Project; Notice to Proceed. From time to time on an as-needed basis, the County may provide an opportunity for Consultant to be awarded work under this Agreement for specific projects (for each, a "Project"). If the Consultant is selected for an opportunity to be awarded the work for the Project: (i) the County shall send to the Consultant a scope of work for the Project (the "Work"); (ii) Consultant shall prepare and send to the County a proposed budget for the work, based on anticipated hours and rates, which shall specify a "not to exceed" dollar amount; (iii) if and when the County selects the Consultant for the Work and the budget mutually approved by the parties (as so approved, the "Budget"), the County shall execute a Work Order Contract Amendment, and (iv) the County shall issue a Notice to Proceed, instructing the Consultant to proceed with the Work.
- C. Standards. Consultant shall perform all Work in a satisfactory, timely, and professional manner determined by the County and by qualified staff in accordance with applicable and accepted professional industry standards.

3. COMPENSATION

A. Compensation

- i. County agrees to pay the Consultant for any services performed under this Agreement upon Written Notice to Proceed. Compensation for labor costs shall be based upon direct employee labor costs times a fixed labor multiplier of 3.10. The fixed labor multiplier represents the total direct employee labor costs, overhead, and consultant profits set at 10% to be paid for these services. Upon request by the County, a detailed breakdown of costs included in the computation of this overhead rate will be submitted. All invoices shall list the rates for both the direct employee labor costs as well as the compensation rates including the fixed labor multiplier. Non-salary direct project expenses, such as mileage, traveling costs, copies, subconsultant costs, etc. are not subject to the above described multiplier.
- ii. In addition to labor costs, the County will reimburse the Consultant for the non-salary direct project expenses applicable for the project. Reimbursable direct project expenses shall be defined as the nonlabor cost of in-office and out-of-office expenses which are directly allocable to the services performed under this Agreement. Direct project reimbursable expenses may include vehicle rental or mileage, meals, lodging, transportation expenses, printing, reproduction, and services performed by subconsultants. Computer software, hardware expenses,

computer usage, postage, and long-distance phone costs shall not be reimbursable expenses under this contract.

iii. Reimbursable Expenses Schedule

| | |
|-----------------------------|------------------------------------|
| Local Mileage Reimbursement | Current Federal Reimbursement Rate |
| Subcontract Services | Cost + 10% |

- B. Method of Payment. During each Project, Consultant shall request payment for completed work by submitting an invoice for that work to the County project manager. In requesting payment for a particular service, Consultant shall reference the specific line item in the Budget. Consultant shall provide the County with copies of invoices and such other supporting documentation and information as the County may reasonably request to substantiate Consultant's request for payment. Payment of compensation shall be made to the Consultant within thirty (30) days after receipt of an invoice from the Consultant.

4. COMPLIANCE WITH APPLICABLE LAWS

- A. Consultant shall obtain and maintain all necessary permits, licenses and other governmental approvals and shall comply with all applicable federal, state, and local laws, codes, ordinances, and other government requirements applicable to each Project.

5. INSURANCE

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

6. INDEMNIFICATION

- A. Consultant shall defend, indemnify, protect, and save County harmless from any and all kinds of loss, claims, expenses, causes of action, costs and reasonable attorney's fees, damages, and other obligations, financial or otherwise, arising from (a) negligent,

reckless, or willful and wanton acts, errors or omissions by Consultant, its agents, employees, licensees, contractors, subcontractors; (b) the failure of Consultant, its agents, employees, licensees, contractors, or subcontractors, to observe the applicable standard of care in providing services pursuant to this Contract; and (c) the intentional misconduct of Consultant, its agents, employees, licensees, contracts, or subcontractors that result in injury to persons or damage to property.

7. TERMINATION

- A. This Agreement may be terminated by either party upon written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement. The non-performing party shall have fifteen (15) calendar days from the date of the termination notice to cure or to submit a plan for cure acceptable to the other party.
- B. County may terminate or suspend performance of this Agreement in part or in its entirety for County's convenience upon written notice to the Consultant. Consultant shall terminate or suspend performance of the Services on a schedule acceptable to the County. If termination or suspension is for County's convenience, County shall pay Consultant for all services performed to date of termination.

8. DOCUMENTS AND CONTRACT DOCUMENTS

- A. County alone shall own the Consultant's project related documents, construction drawings, survey results, and work product (hereinafter Project Documents). County shall have every right, title, and interest in such Project Documents from the moment of creation, as related to this project. Consultant shall submit all Project Documents to County by electronic files.
- B. Consultant grants to County an irrevocable, non-exclusive, perpetual, freely assignable, and royalty-free license to copy, reproduce, distribute, and otherwise use the Consultant's Project Documents including standard details and specifications for all project related purposes, such as but not limited to owning, financing, constructing, testing, commissioning, decommissioning, using, operating, maintaining, repairing, modifying, selling, obtaining insurance for, and obtaining permits for the project before, during, and after termination or completion of this Agreement.
- C. Consultant may retain any copies of the Project Documents for information, reference, and the performance of project related professional services. Consultant shall have a non-exclusive, royalty free license to copy, reproduce, distribute, and otherwise use the Project Documents in relation to the performance of the project related professional services, including any Additional Services.

9. STANDARDS AND PRINCIPLES

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

10. POLICY OF NON-DISCRIMINATION

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

11. PARTIES AND RELATIONSHIP OF PARTIES

- A. Whenever the terms County and Consultant are used herein, these terms shall include without exception the employees, agents, successors, assigns, and or authorized representatives of County and Consultant.
- B. The parties shall be independent contractors to each other in connection with the performance of their respective obligations under this Agreement. The parties expressly acknowledge and agree that with respected to any payments made to Consultant hereunder that Warren County will issue a form 1099-MISC to Consultant and Consultant will be solely responsible for her own income tax obligations including but not limited to being subject to Self-employment Tax, and Warren County shall not:
 - (i) withhold or pay FICA (Social Security & Medicare) or other federal, state or local income or other taxes or charges for Consultant;
 - (ii) withhold or pay to the Ohio Public Employment Retirement System;
 - (iii) comply with or contribute to state worker's compensation, unemployment or other such governmental funds or programs.Consultant also acknowledges that as an independent contractor, Consultant will not be given the right to participate in any employee benefit, insurance plan or any other plan or fringe benefit that is maintained, established or provided by Warren County for its employees including but not limited to: (i) accrued sick, vacation, personal day or holiday leave; or, (ii) health, life, dental, or vision insurance.

12. GOVERNING LAW AND VENUE

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

13. ENTIRE AGREEMENT

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

14. MODIFICATION OR AMENDMENT

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

15. CONSTRUCTION

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

16. WAIVER

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

17. ASSIGNMENT

- A. Neither party shall assign, delegate or transfer any of its rights or any of its duties under this Agreement without written consent of each other. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing in this provision, however, will prevent Consultant from employing such independent professional consultants, associates and subcontractors as it may deem appropriate to assist in the performance of services hereinunder.

18. NOTICES

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

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

TO: RA Consultants, LLC
Attn.
10856 Kenwood Road
Cincinnati, Ohio 45242
(855) 469-4828

19. AUTHORITY AND EXECUTION

CONSULTANT:

IN EXECUTION WHEREOF, RA CONSULTANTS, LLC, has caused this agreement to be executed by NAME AND TITLE HERE, on the date stated below, pursuant to a corporate resolution, a copy of which is attached hereto.

CONSULTANT'S NAME

SIGNATURE: 

PRINTED NAME: John P. Allen

TITLE: President

DATE: 7/1/2024

County:

In execution whereof, the WARREN COUNTY BOARD OF COUNTY COMMISSIONERS has caused this agreement to be executed by David G Young, its President, on the date stated below, pursuant to Resolution No. 24-0922, dated 7/16/24.

WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS

SIGNATURE: 

PRINTED NAME: David G Young

TITLE: President

DATE: 7-16-24

Approved as to form:
DAVID P. FORNSHELL
PROSECUTING ATTORNEY
WARREN COUNTY, OHIO

By: 

Adam Nice Assistant Prosecutor

ATTACHMENT – SCHEDULE OF SERVICES

Exhibit A

GENERAL

The Warren County Water & Sewer Department (The County) requires engineering services to include field surveying, base mapping, easement preparation, permitting assistance, detailed design, bidding support and construction services for approximately _ feet of _-inch [material] for the _ project.

Task 1

PROJECT MANAGEMENT

Consultant will manage the project and tasks, control costs and resources, and complete the project work on schedule. Consultant shall assign a project manager who will act as the County's primary contact (including sub consultant work if applicable). Project management tasks include the following:

- A. PROJECT ADMINISTRATION – Provide invoices for the County which shall be formatted to suit the specific needs of the County.
- B. KICK-OFF MEETING- Consultant shall schedule and facilitate a project kickoff meeting within the first two (2) weeks of a notice to proceed to cover both technical and administrative project issues. The goal of the kickoff meeting is to establish the preliminary waterline corridor upon which field survey data will be collected. The corridor will be based on knowledge of existing utilities, right-of-way, field observations gained from site visits, and the County's discussions with any relevant local property owners within the project area.
- C. CLIENT MEETINGS
 - 1. Produce and distribute minutes of all meetings held with county staff and/or agents, contractors, OEPA, subcontractors and personnel of other organizations.
 - 2. Participate in project review meetings with the County staff after each milestone deliverable. The Consultant shall prepare an agenda for each meeting. Advise and discuss with the County staff important developments and decisions needed between meetings as needed.

Task 2

FIELD SURVEY & BASEMAP

Field surveying will consist of a topographic and location survey of the proposed route along with courthouse research. Horizontal and vertical control will be based on Ohio State Plane

South NAD 83 / NAVD 88. The field survey requirements are more specifically detailed as follows:

- A. SURVEY NOTIFICATION – The surveyor shall provide the County’s Project Manager with a listing of the name(s) and address(es) of property owners along the proposed survey route and the tentative date for the survey work. Warren County will notify the property owners to gain right of entry (if required) for the surveyors.
- B. BACKGROUND INFORMATION – Obtain and review existing GIS mapping, aerial photography, property ownership data, water distribution information, and sewer system information from the County.
- C. PHYSICAL FEATURES – The surveyors shall locate and properly identify all physical features including, but not limited to, property pins, trees (6" and larger), ornamental trees, bushes, pavement, curbs, poles, manholes, valves, hydrants, catch basins, fences, walls, property comers, buildings, outbuildings, mailboxes, decks, pools, signs, etc. Physical features shall be properly labeled. (Examples are as follows: 4' chain link fence, telephone pole #6214, back of concrete curb and gutter, sanitary manhole.) Bathymetric survey of a river or stream crossing within the project area will be performed if applicable.
- D. UTILITY NOTIFICATION – Prior to beginning field surveying, the surveyor shall contact Ohio Underground Utilities Protection Services (OUPS) and non-subscriber utilities for field locations. The County will field-locate its water and sanitary sewer upon request (48-hour notice required).

The utility field marks will be located by the surveyor. The surveyor shall coordinate with the utility companies to properly show the above and below ground utility locations on the base sheets. The size, location and invert elevation of each pipe shall be determined and shown on the base sheet for each storm sewer and sanitary sewer manhole and storm catch basin.

The County will supply the surveyor with as-built drawings of its existing sanitary sewers and water mains within the survey route.
- E. GEOTECHNICAL BORINGS (STAKING) – Should the County desire pre- or post-staking of geotechnical borings, Consultant can provide a scope and cost estimate in a separate proposal.
- F. AUTO CAD – Base Mapping for this project will consist of developing plan and profile base sheets for design. Consultant will provide County with 50%, 90% and 100% design deliverables in electronic (PDF) format. Bidding Documents shall be provided to the County in electronic media (PDF and CD- Auto Cad- Version 2018) fully compatible with Warren County’s computer system. A hard copy of reference file or field data along with one copy of base sheets shall also be supplied to the County.

G. PLAN SHEETS Warren County's standard format shall be used in creating the AutoCAD base sheets. The base sheets shall be drawn at 1"= 40'. Lettering size, standard abbreviations, line weight, etc., shall be in accordance with "Rules and Regulations" of the County.

Task 3

PREPARE DETAILED CONSTRUCTION PLANS

A. ALIGNMENT PLANNING

Corridor to be provided by the County. Before initiating 50% design but after survey has commenced, RA will refine the corridor to a detailed alignment and secure approval from the County. RA will prepare design deliverables including 50%, 90% and 100% for County review and incorporate all County comments into a final set of bidding documents.

B. PREPARE CONSTRUCTION DRAWINGS

Prepare detailed construction plans and drawings in accordance with design requirements established by the "Rules and Regulations" of the County which shall include, but not be limited to the following:

1. Identify all existing public utilities within the project area.
2. Coordinate the alignment and location of the water mains with the Water and Sewer Department to insure compatibility with County requirements.
3. Identify property owners by owner and parcel (sidwell) number.
4. Locate and identify, through field or aerial survey, all structures and surface improvements (culverts, power poles, sidewalks, driveways, mailboxes, yard trees and appurtenances) within the construction limits.
5. Identify construction phasing including mainline valves and temporary flushing hydrants.
6. Prior to the completion of construction drawings, the County Engineers, Townships, ODNR, ODOT, Railroads, electric/gas/telecommunication/cable utilities, and any other relevant agencies will be contacted and provided drawings showing the location of the proposed improvements, extent of work within the roadway, and the methods of restoration. Comments from these agencies will be provided to the County and incorporated into the bidding documents.

C. PROJECT SPECIFICATIONS

1. Provide any updates/modifications/additions to the standard County specifications that are relevant to the specific project.

D. OPINION OF PROBABLE CONSTRUCTION COST

Prepare and submit engineer's opinion of probable construction cost based on approved plans at each deliverable milestone to the County.

Task 4

PERMITTING

Prepare and provide to the County detailed plans, completed data sheets, and permit application forms for the County's submittal to the Ohio Environmental Protection Agency for the Permit to Install. Make all changes for alterations necessary to obtain Ohio EPA's permits and approvals. All other permit applications, including Railroad Permitting costs/fees, to be completed by Warren County. Should the County desire additional permitting support, Consultant can provide scope and cost estimate in a separate proposal.

Task 5

BIDDING SERVICES

Should the County desire support during project bidding, Consultant can provide a scope and cost estimate in a separate proposal.

Task 6

CONSULTATION DURING CONSTRUCTION

The Consultant's construction task shall include the following for each construction contract:

A. REVIEW REQUESTS FOR INFORMATION

Should the County desire RFI support during project construction, Consultant can provide a scope and cost estimate in a separate proposal.

B. PREPARE "CONSTRUCTION RECORD" DRAWINGS

Prepare "construction record" drawings for the County from contractor's field data and inspectors notes provided by the County and as collected by post-construction survey. This information is to be shown on the as-built drawings and be presented in both electronic and mylar format.

Task 7 - (Optional-Performed Under Authorization of County)

CONSTRUCTION INSPECTION SERVICES

Should the County desire Construction Inspection support services, Consultant can provide a scope and cost estimate in a separate proposal.

Task 8 - (Optional-Performed Under Authorization of County)

ENVIRONMENTAL PERMITTING

A. SURFACE WATER DELINEATION

The Great Miami River is a navigable water of the United States, regulated under Section 10 of the Rivers and Harbors Act and Section 404/401 of the Clean Water Act. Authorization from the U.S. Army Corps of Engineers (USACE) is required under Section 10 prior to any work in, over, or under the Great Miami River, and under Section 404 prior to any placement of fill material in the Great Miami River, its tributaries, and adjacent wetlands. Section 404 permits also require

Section 401 Water Quality Certification from Ohio EPA. In support of these authorizations, a delineation determining the presence, type, and quality of any jurisdictional surface waters along the project corridor must be performed. Consultant will conduct a site visit to perform a delineation of surface waters (streams, wetlands, etc.) for the proposed waterline corridor. The delineation will be conducted in accordance with the *1987 Wetland Delineation Manual and Midwest Regional Supplement*. The delineation will determine the type, location, and total area of surface waters within the corridor. The delineation will include a detailed assessment of plant communities, hydrology, and soils. Routine Wetland Determination forms will be completed at sample plot locations and sample plots will be photo-documented. If any wetlands are present, the physical condition and quality of any wetlands will be assessed using the Ohio Rapid Assessment Method (ORAM). The physical quality of streams will be assessed using Headwater Habitat Evaluation Index (HHEI) or Qualitative Habitat Evaluation Index (QHEI). The boundaries of surface waters will be delineated with sub-foot accurate global positioning system (GPS) equipment. It is assumed that the USACE will not require a site visit to confirm the delineation and/or to view the surface waters that would be affected by the project.

B. SURFACE WATER DELINEATION REPORT

Delineation information can be used to site construction access/staging, as well as access points for stream crossings, outside of wetlands and any other regulated waters to avoid a discharge of dredge or fill material. Consultant will prepare a delineation report to describe the results of the field work. The delineation report will include written descriptions of any surface waters, photographs, mapping, wetland determination dataforms, and, if applicable, HHEI, QHEI, and ORAM forms. Consultant will prepare a cover letter that summarizes findings and opinions on whether surface waters present, including wetlands, are jurisdictional. The determination of jurisdiction must be made by the USACE; the delineation report will provide appropriate supporting documentation for use in permit coordination with the USACE, if permitting is necessary.

C. THREATENED & ENDANGERED SPECIES COORDINATION

The permitting process requires consideration of any project impacts on threatened, endangered, and proposed species to ensure compliance with Section 7 of the Endangered Species Act. According to the U.S. Fish and Wildlife Service (USFWS) Information for Planning and Consultation (IPaC) system, the project areas are within the range of four federally-listed species offered protection under the Endangered Species Act of 1973 (16 U.S.C. 1531): the Indiana bat (endangered), northern long-eared bat (threatened), tricolored bat (proposed endangered), and rayed bean (endangered). Additionally, the whooping crane (*Grus americana* - endangered) was identified with the status experimental population, non-essential.

Consultant will perform habitat assessments during the delineation site visit to determine if potential habitat is present within the project corridor for the above listed species. Consultant will provide the results of the habitat assessment in a letter report. In the event that any additional detailed surveys for listed species are required (e.g., bat mist net surveys, mussel surveys), Consultant can provide a scope and cost estimate for additional detailed surveys in a separate proposal.

D. CULTURAL RESOURCES

The permitting process requires consideration of impacts to historic properties to ensure compliance with Section 106 of the National Historic Preservation Act. If a PCN is required, the PCN must provide information concerning whether the project would affect any archaeological or historic properties listed, determined to be eligible, or which may be eligible for listing on the National Register of Historic Places. To meet this end, if a PCN is required Consultant will retain a qualified cultural resources firm to perform a literature review for a study area encompassing a one-mile buffer along the project corridor, to identify any potential cultural resources (i.e., archaeological, historic properties) that may be affected by the project. The literature review will be included in the PCN to the USACE. In the event that detailed cultural resource investigations are required (e.g., Phase 1, 2 or 3 archaeological surveys), Consultant can provide a scope and cost estimate for detailed surveys in a separate proposal.

E. SECTION 10 AND/OR SECTION 404 PERMITTING

Authorization from the USACE is be required under Section 10 prior to any work in, over, or under navigable waters such as the Great Miami River, and under Section 404 prior to any placement of fill material in Waters of the U.S. including the Great Miami River, its tributaries, and adjacent wetlands. Projects that do not involve a discharge of dredge or fill material into waters of the U.S. would not require authorization under Section 404.

The USACE has two levels of permits: Nationwide Permits (NWP) and Individual Permits. Based on our experience, we have assumed that if impacts to aquatic resources are limited to 0.5 acre or less, the proposed project would likely be authorized by Nationwide Permit. Pre-Construction Notification (PCN) to the USACE is generally required when tree removal is necessary for project construction. If needed, Consultant will prepare the PCN, which must include a detailed description of the project, a delineation of jurisdictional surface waters present within the waterline corridor (Task B), an evaluation of unavoidable impacts to jurisdictional waters, consideration of impacts to threatened and endangered species and historic properties (Tasks C and D), and design drawings/details. Consultant assumes that any impacts to jurisdictional surface waters will be considered temporary and/or minor and should not require mitigation.

F. SECTION 401 DIRECTOR'S AUTHORIZATION ASSISTANCE

If the project requires any discharge of fill material in the Great Miami River and authorization may be obtained under a NWP, a stream eligibility determination may be required to determine if the project complies with Ohio EPA's Water Quality Certification (WQC). The project area is located in three eligibility zones for stream impacts under the issued WQC: ineligible, possibly eligible, and eligible. It is anticipated that crossings of the Great Miami River and tributaries would not require an individual WQC, however an individual WQC or Director's Authorization may be required for any discharge of fill in the Great Miami River associated with survey activities. It is anticipated that any unavoidable temporary and minor impacts associated with the project may be authorized by Director's Authorization. The Director's Authorization must include a copy of the PCN and the USACE provisional NWP verification. If needed, Consultant will prepare the Director's Authorization application and additional supporting documentation for submittal following completion of the NWP coordination. It should be noted that Ohio EPA requires a one-time review fee of \$2,000 submitted with the application.

G. MIAMI CONSERVANCY DISTRICT (MCD) COORDINATION

Projects that involve use of MCD land may require a Land Use Permit to ensure that the project does not conflict with the operation and maintenance of the flood protection and trail system. MCD owns property along the Great Miami River. If the project will occur on MCD property, Consultant will submit an Initial Request form to MCD for permitting guidance. If required, a General Land Use Permit application will be submitted. A permit fee may be required.

Task 9 (Optional-Performed Per Individual Easement and Under Authorization of County)

EASEMENTS

A. PREPARE DETAILED EASEMENT DOCUMENTS

1. Perform land boundary surveys in accordance with easement acquisition needs along the selected alignment.
2. Prepare detailed easement description documents that can be used in negotiating easements with the appropriate property owners. Such documents shall include the complete listing of all names and addresses of the owners of the properties involved and an 8 ½" x 11" drawing of each easement, to be attached to the easement deeds and recorded.
3. Prepare final and revised easement documents, after negotiations have been concluded, that can be recorded appropriately.
4. Documents shall be on standard County forms or in a form acceptable to the Prosecutor.
5. Modify the legal descriptions metes and bounds and supporting sketches/maps/drawings for each property as required by the County in the negotiation of the easements.

END OF "EXHIBIT A"

Resolution

Number 24-0923

Adopted Date July 16, 2024

TRANSFERRING A VEHICLE NO LONGER BEING UTILIZED BY THE WARREN COUNTY SHERIFF'S OFFICE TO THE HUMANE ASSOCIATION OF WARREN COUNTY

WHEREAS, the Warren County Sheriff's Office has determined they no longer need the following vehicle currently in their inventory; and

WHEREAS, the Humane Association of Warren County has indicated that they have a need and could use said listed vehicle.

NOW THEREFORE BE IT RESOLVED, to transfer the following vehicle to the Humane Association of Warren County, 230 Cook Road, Lebanon, Ohio 45036:

2018 Ford Explorer VIN # 1FM5K8AR3JGA84542

BE IT FURTHER RESOLVED, that such time the Humane Association of Warren County no longer needs said vehicle, it shall be returned to Warren County.

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

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

Resolution adopted this 16th day of July 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Sheriff (file)
Auditor's Office – B. Quillen
Transfer file

Resolution

Number 24-0924

Adopted Date July 16, 2024

CANCELLING THE REGULARLY SCHEDULED COMMISSIONERS' MEETING OF THURSDAY, JULY 25, 2024

BE IT RESOLVED, to cancel the regularly scheduled Commissioners' Meeting of Thursday, July 25, 2024.

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

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

Resolution adopted this 16th day of July 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

/kp

cc: Auditor ✓
Commissioners' file
Press ✓

Resolution

Number 24-0925

Adopted Date July 16, 2024

ACKNOWLEDGING APPROVAL OF FINANCIAL TRANSACTIONS

WHEREAS, pursuant to Resolutions #10-0948 and #16-1936, this Board authorized approval of necessary financial documents in their absence by the County Administrator, Deputy County Administrator, or Clerk of Commissioners; and

WHEREAS, it is necessary to approve various financial transactions in order to make timely payments.

NOW THEREFORE BE IT RESOLVED, to acknowledge approval of financial transactions as attached hereto and made a part hereof.

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

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

Resolution adopted this 16th day of July 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

/lkl

cc: Auditor
Supplemental App. file
Commissioners' file
OMB

APPROVING SUPPLEMENTAL APPROPRIATION INTO COMMISSIONERS FUND
#11011110

BE IT RESOLVED, to approve the following supplemental appropriation for Victim Restitution payment:

\$ 75,000.00 into #11011110-5910 (General – Other Expense)

Jnl # 183

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

- Mrs. Jones –
- Mr. Young –
- Mr. Grossmann –

Resolution adopted this day of July 2024.

BOARD OF COUNTY COMMISSIONERS

Krystal Powell, Deputy Clerk

cc: Auditor _____
Supplemental Appropriation file
Commissioners file
OMB – S. Spencer

To be ratified on 7/16/24

M. [Signature]

Resolution

Number 24-0926

Adopted Date July 16, 2024

ACKNOWLEDGING PAYMENT OF BILLS

BE IT RESOLVED, to acknowledge payment of bills from 7/9/24 and 7/11/24 as attached hereto and made a part hereof.

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

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

Resolution adopted this 16th day of July 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

/kp

cc: Auditor ✓

Resolution

Number 24-0927

Adopted Date July 16, 2024

ENTERING INTO A SUBDIVISION PUBLIC IMPROVEMENT PERFORMANCE AND MAINTENANCE SECURITY AGREEMENT WITH HICKORY WOODS DEVELOPMENT COMPANY, LLC. FOR INSTALLATION OF CERTAIN IMPROVEMENTS IN VISTA CREEK, SITUATED IN HAMILTON TOWNSHIP

BE IT RESOLVED, upon recommendation of the Warren County Sanitary Engineer, to enter into the following security agreement:

SECURITY AGREEMENT

| | | |
|----------------|---|--|
| Bond Number | : | 24-012 (W/S) |
| Development | : | Vista Creek |
| Developer | : | Hickory Woods Development Company, LLC. |
| Township | : | Hamilton |
| Amount | : | \$18,000.00 |
| Surety Company | : | Atlantic Specialty Insurance Company (800176914) |

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

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

Resolution adopted this 16th day of July 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cgb

cc: Hickory Woods Development Co. 11025 Reed Hartman Hwy., Cincinnati, OH 45242
Atlantic Specialty Insurance Co, 605 Highway 169 North, Suite 800, Plymouth, MN 55441
Water/Sewer (file)
Bond Agreement file

**SUBDIVISION PUBLIC IMPROVEMENT PERFORMANCE AND MAINTENANCE
SECURITY AGREEMENT**

WATER AND/OR SANITARY SEWER

Security Agreement No.

800176914 24-012 (w/s)

This Agreement made and concluded at Lebanon, Ohio, by and between Hickory Woods Development Company, LLC (1) (hereinafter the "Developer") and the Warren County Board of County Commissioners, (hereinafter the "County Commissioners"), and Atlantic Specialty Insurance Company (2) (hereinafter the "Surety").

WITNESSETH:

WHEREAS, the Developer is required to install certain improvements in Vista Creek ~~Subdivision, Section/Phase~~ Hamilton (3) (hereinafter the "Subdivision") situated in Hamilton (4) Township, Warren County, Ohio, in accordance with the Warren County Subdivision regulations (hereinafter called the "Improvements"); and,

WHEREAS, it is estimated that the total cost of the Improvements is \$180,570.00 and that the Improvements that have yet to be completed and approved may be constructed in the sum of Zero; and,

WHEREAS, the County Commissioners have determined to require all developers to post security in the sum of one hundred thirty percent (130%) of the estimated cost of uncompleted or unapproved Improvements to secure the performance of the construction of uncompleted or unapproved Improvements in accordance with Warren County subdivision regulations and to require all Developers to post security in the sum of ten percent (10%) of the estimated total cost of the Improvements after the completion of the Improvements and their tentative acceptance by the County Commissioners to secure the performance of all maintenance upon the Improvements as may be required between the completion and tentative acceptance of the Improvements and their final acceptance by the County Commissioners.

NOW, THEREFORE, be it agreed:

1. The Developer will provide **performance security** to the County Commissioners in the sum of n/a to secure the performance of the construction of the uncompleted or unapproved Improvements in accordance with Warren County subdivision regulations (hereinafter the Performance Obligation). If any sum greater than zero (0) is inserted herein, the **minimum performance security** shall be ten percent (10%) of the total cost of the Improvements.

2. The County Commissioners will, upon approval of the County Sanitary Engineer of all Improvements in the Subdivision, tentatively accept all Improvements.
3. The Developer shall be in default of the Performance Obligation if the construction or installation of any Improvement by the Developer is not completed within 1 years from the date of the execution of this agreement, as determined by the County Sanitary Engineer. The same shall apply whenever construction of the Improvements is not performed in accordance with the Warren County subdivision regulations.
4. The condition of the Performance Obligation shall be that whenever the Developer shall be declared by the County Commissioners to be in default, the Surety and the Developer shall, upon written notification of default by the County Commissioners to the Surety promptly make sufficient funds available to the County Commissioners to pay the cost of the completion of the construction of the uncompleted or unapproved Improvements in accordance with Warren County subdivision regulations, including any costs incurred by the County Commissioners which are incidental to the completion of the construction of the uncompleted or unapproved Improvements, including, but not limited to costs associated with publication of legal notices, preparation of such additional plans, specifications and drawings as may, in the judgment of the County Commissioners, be necessary, preparation of bid documents, etc., but not exceeding the amount set forth in Item 1 hereof. The Developer shall have the opportunity to respond in writing within two (2) weeks of receipt of notice of intent to find the Developer in default. In the case that the performance security given is in the form of a cashier's check or certified check provided directly to the County Commissioners, the County Commissioners may apply such funds as set forth herein upon notification of default to the Surety. The determination of the amount of funds to be disbursed by Surety to the County Commissioners as set forth in the aforesaid notification is final and binding upon the parties hereto. However, the foregoing shall not release Developer from any liability for any deficiency between the amount of funds disbursed and the actual costs incurred by the County Commissioners in the completion of the construction or installation of the uncompleted or unapproved Improvements and Developer expressly agrees to be liable to the County Commissioners for any such deficiency.
5. The County Commissioners, the Developer and Surety mutually agree that the Performance Obligation created herein shall continue until the completion of the installation of the Improvements in accordance with Warren County subdivision regulations and that upon the Improvements having been inspected and approved for one year maintenance, the Performance Obligation shall become null and void.
6. The Developer will provide **maintenance security** to the County Commissioners in the sum of \$18,000 to secure the performance of all maintenance upon the Improvements as determined to be necessary by the County Sanitary Engineer (hereinafter the Maintenance Obligation). In no event shall the sum provided for herein be less than ten percent (10%) of the estimated total cost of the Improvements as set forth above.

7. The Developer, upon being notified by the County Sanitary Engineer of the maintenance required upon the Improvements to bring the same into compliance with Warren County Subdivision regulations shall immediately undertake to perform and complete such required maintenance within the time set forth in the notice from the County Sanitary Engineer.
8. The Developer shall be in default of the Maintenance Obligation should the Developer fail to complete or cause to be undertaken and completed required maintenance upon the Improvements as set forth in Item 7 hereof.
9. The condition of the Maintenance Obligation shall be that whenever the Developer shall be declared by the County Commissioners to be in default, the Surety and the Developer shall, upon written notification of default by the County Commissioners to the Surety promptly make sufficient funds available to the County Commissioners to pay the cost of the required maintenance upon the Improvements, including any costs incurred by the County Commissioners which are incidental to the performance of such maintenance, including, but not limited to costs associated with the publication of legal notices, preparation of additional plans, specifications and drawings, as may, in the judgment of the County Commissioners, be necessary, preparation of bid documents, etc. but not exceeding the amount set forth in Item 6 hereof. The Developer shall have the opportunity to respond in writing within two (2) weeks of receipt of notice of intent to find the Developer in default. In the case that the maintenance security given is in the form of a cashier's check or certified check provided directly to the County Commissioners, the County Commissioners may apply such funds to the completion of the required maintenance upon the Improvements upon notification of default to the Surety. The determination of the amount of funds to be disbursed by Surety to the County Commissioners as set forth in the aforesaid notification is final and binding upon the parties hereto. However, the foregoing shall not release Developer from any liability for any deficiency between the amount of funds disbursed and the actual costs incurred by the County Commissioners in the performance of maintenance upon the Improvements and Developer expressly agrees to be liable to the County Commissioners for any such deficiency.
10. That upon expiration of the one year from the date of the tentative acceptance of the Improvements by the County Commissioners and upon satisfactory completion of any required maintenance upon the Improvements to bring the Improvements into compliance with Warren County subdivision regulations, the County Commissioners hereby agree to release the maintenance security and give final acceptance to the Improvements. The Developer shall request, in writing directed to the County Sanitary Engineer, a final inspection of the Improvements and the Developer shall be responsible for all maintenance as may be necessary and as may accrue from the commencement of the one year maintenance period and until such written request for inspection is delivered.
11. In the case of default pursuant to Items 3 and 4 or 8 and 9 hereof, Developer shall make available to the County Commissioners all plans, specifications and drawing relating to the Improvements and hereby directs all third parties, including engineers and consultants, who may possess such plans, specifications and drawings, or copies thereof, to provide the same

to the County Commissioners upon request and presentation of this security agreement or a copy thereof and agrees to hold such third parties harmless from the provision of such plan specifications and drawings pursuant to this item. Developer does hereby consent to the use of such plans, specifications and drawings by the County Commissioners to complete the construction of the uncompleted or unapproved Improvements or the performance of maintenance upon the same in the case of default pursuant to Items 3 and 4 or 8 and 9 hereof.

12. In the case of conflict between the provisions of this agreement and any other security agreement relating to the same Improvements, the provisions of this agreement shall take precedence.
13. Any notice, correspondence, inquiry or request for inspection permitted or required under this security agreement shall be given as follows:

A. To the County Commissioners:

Warren County Commissioners
Attn: County Administrator
406 Justice Drive
Lebanon, OH 45036
Ph. (513) 695-1250

B. To the County Sanitary Engineer:

Warren County Water & Sewer Department
Attn: Sanitary Engineer
406 Justice Drive
Lebanon, OH 45036
Ph. (513) 695-1380

C. To the Developer:

Hickory Woods Development Company, LLC

11025 Reed Hartman Highway

Cincinnati, Ohio 45242

Ph. (513) 745 - 9019

D. To the Surety:

Atlantic Specialty Insurance Company

605 Highway 169 North, Suite 800, Plymouth, MN 55441

Ph. (800) 662 - 0156

All notices and requests for inspection, unless otherwise specifically provided herein, shall be by certified mail, return receipt requested and shall be complete upon mailing. **All parties are obligated to give notice of any change of address.**

14. The security to be provided herein shall be by:

___ **Certified check or cashier's check** (attached) (**CHECK #** _____)

___ **Original Letter of Credit** (attached) (**LETTER OF CREDIT #** _____)

___ **Original Escrow Letter** (attached)

Surety Bond (this security agreement shall serve as the bond when signed by an authorized representative of a surety company authorized to do business within the State of Ohio with a **power of attorney attached** evidencing such authorized signature).

___ **Surety obligation of national bank** (by signing this security agreement the authorized representative of the national bank undertaking this surety obligation does certify, for and on behalf of the undersigned national bank, that the bank has a segregated deposit sufficient in amount to the bank's total potential liability).

15. **The term "Surety" as used herein includes a bank, savings and loan or other financial institution where the security provided is a letter of credit, escrow letter or surety obligation of a national bank. The term "Surety" when referring to a bank, savings and loan or other financial institution is not intended to create obligations beyond those provided by Paragraphs 4 and/or 9 of this security agreement.**

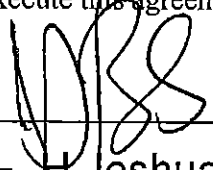
16. **In the event that Surety shall fail to make funds available to the County Commissioners in accordance with Paragraphs 4 or 9, as applicable, within thirty (30) days after notification of default, then amounts due shall bear interest at eight per cent (8%) per annum.**

- 17. This Agreement shall not be assignable or transferrable by the Developer or Surety to any third party or parties without the express written consent of the County Commissioners. Developer and Surety waive any successor developer or successor surety claim or defense unless the County Commissioners have executed a written consent of assignment.
- 18. This Agreement shall be construed under the laws of the State of Ohio. The Developer and Surety hereby stipulate to the venue for any and all claims, disputes, interpretations and litigation of any kind arising out of this Agreement, being exclusively in the Warren County, Ohio Court of Common Pleas (unless both parties mutually agree in writing to attempt to resolve by alternate dispute resolution prior to litigation), and do further waive any right to bring or remove such claims, disputes, interpretation and litigation of any kind arising out of this Agreement, in or to any other state or a federal court.

IN EXECUTION WHEREOF, the Developer and the Surety have caused this security agreement to be executed on the date stated below.

DEVELOPER:

Pursuant to a resolution authorizing the undersigned to execute this agreement.

SIGNATURE: 


PRINTED NAME: H Joshua Blatt

TITLE: Member

DATE: 7-8-24

SURETY:

Pursuant to an instrument authorizing the undersigned to execute this agreement.

SIGNATURE: 

PRINTED NAME: Liz Talbot

TITLE: Attorney-in-Fact

DATE: 07/02/2024

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IN EXECUTION WHEREOF, the Warren County Board of County Commissioners have caused this security agreement to be executed by the President of the Board, on the date stated below, pursuant to Board Resolution Number 24-0927, dated 7/16/24.

WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS

SIGNATURE: * 

PRINTED NAME: David G. Young

TITLE: President

DATE: 7-16-24

RECOMMENDED BY:

By: 
SANITARY ENGINEER

APPROVED AS TO FORM:

By: 
Asst. COUNTY PROSECUTOR

Key:

1. Name of Developer
2. Name of Person, Firm, Entity, etc. who is providing the security whether that be a bank or other financial institution (in the case of a letter of credit or escrow letter) (Surety Company in the case of a bond) or the Developer itself (in the case of a certified check or cashier's check)
3. Name of subdivision with section number and phase number where applicable
4. Name of Township



Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: Audria Coleman, G. Dale Derr, Kathrine Adele Krekeler, Katie Rose, Kelsey Becker, Liz Talbott, Mark Nelson, Meghan Schraer, Nancy Nemeec, Randal T. Noah, Tammy Masterson, Tiffiany Gobich, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: unlimited and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.


Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

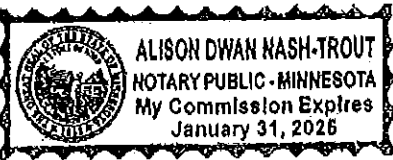
IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this first day of January, 2023.

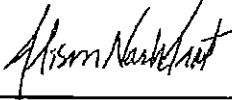


By 
Sarah A. Kolar, Vice President and General Counsel

STATE OF MINNESOTA
HENNEPIN COUNTY

On this first day of January, 2023, before me personally came Sarah A. Kolar, Vice President and General Counsel of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and she acknowledged the execution of the same, and being by me duly sworn, that she is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.




Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 2nd day of July, 2024.




Kara L.B. Barrow, Secretary

This Power of Attorney expires
January 31, 2025

Resolution

Number 24-0928

Adopted Date July 16, 2024

ENTERING INTO A STREET AND APPURTENANCES (INCLUDING SIDEWALKS) SECURITY AGREEMENT WITH HICKORY WOODS DEVELOPMENT COMPANY, LLC FOR INSTALLATION OF CERTAIN IMPROVEMENTS IN VISTA CREEK SITUATED IN HAMILTON TOWNSHIP

BE IT RESOLVED, upon recommendation of the Warren County Engineer, to enter into the following Street and Appurtenances (including sidewalks) Security Agreement:

SECURITY AGREEMENT


| | | |
|----------------|---|--|
| Bond Number | : | 24-013 (P/S) |
| Development | : | Vista Creek |
| Developer | : | Hickory Woods Development Company, LLC |
| Township | : | Hamilton |
| Amount | : | \$103,307.75 |
| Surety Company | : | Atlantic Specialty Insurance Company (800176913) |

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

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

Resolution adopted this 16th day of July 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Developer
Surety Company
Engineer (file)
Bond Agreement file

**SUBDIVISION PUBLIC IMPROVEMENT PERFORMANCE AND MAINTENANCE
SECURITY AGREEMENT**

**STREETS AND APPURTENANCES
(including Sidewalks)**

Security Agreement No.

800176913

24-013 (P/S)

This Agreement made and concluded at Lebanon, Ohio, by and between Hickory Woods Development Company, LLC (1) (hereinafter the "Developer") and the Warren County Board of County Commissioners, (hereinafter the "County Commissioners"), and Atlantic Specialty Insurance Company (2) (hereinafter the "Surety").

WITNESSETH:

WHEREAS, the Developer is required to install certain improvements in Vista Creek **Subdivision, Section/Phase** Hamilton (3) (hereinafter the "Subdivision") situated in Hamilton (4) Township, Warren County, Ohio, in accordance with the Warren County Subdivision regulations (hereinafter called the "Improvements"); and,

WHEREAS, it is estimated that the total cost of the Improvements is \$516,538.74, and that the Improvements that have yet to be completed and approved may be constructed in the sum of \$23,000; and,

WHEREAS, the County Commissioners require all developers to post security in the sum of one hundred thirty percent (130%) of the estimated cost of uncompleted or unapproved Improvements to secure the performance of the construction of uncompleted or unapproved Improvements in accordance with Warren County subdivision regulations and to require all Developers to post security in the sum of twenty percent (20%) of the estimated total cost of the Improvements after the completion of the Improvements and their tentative acceptance by the County Commissioners to secure the performance of all maintenance upon the Improvements as may be required between the completion and tentative acceptance of the Improvements and their final acceptance by the County Commissioners.

NOW, THEREFORE, be it agreed:

1. The Developer will provide **performance security** to the County Commissioners in the sum of \$103,307.75 to secure the performance of the construction of the uncompleted or unapproved Improvements in accordance with Warren County subdivision regulations (hereinafter the Performance Obligation). If any sum greater than zero (0) is inserted herein, the **minimum performance security** shall be twenty percent (20%) of the total cost of the Improvements.

2. The County Commissioners will, upon approval of the County Engineer of all Improvements in the Subdivision, tentatively accept all Improvements.
3. The Developer shall be in default of the Performance Obligation if the construction or installation of any Improvement by the Developer is not completed within 3 years from the date of the execution of this agreement, as determined by the County Engineer. The same shall apply whenever construction of the Improvements is not performed in accordance with the Warren County subdivision regulations.
4. The condition of the Performance Obligation shall be that whenever the Developer shall be declared by the County Commissioners to be in default, the Surety and the Developer shall, upon written notification of default by the County Commissioners to the Surety promptly make sufficient funds available to the County Commissioners to pay the cost of the completion of the construction of the uncompleted or unapproved Improvements in accordance with Warren County subdivision regulations, including any costs incurred by the County Commissioners which are incidental to the completion of the construction of the uncompleted or unapproved Improvements, including, but not limited to costs associated with publication of legal notices, preparation of such additional plans, specifications and drawings as may, in the judgment of the County Commissioners, be necessary, preparation of bid documents, etc., but not exceeding the amount set forth in Item 1 hereof. The Developer shall have the opportunity to respond in writing within two (2) weeks of receipt of notice of intent to find the Developer in default. In the case that the performance security given is in the form of a cashier's check or certified check provided directly to the County Commissioners, the County Commissioners may apply such funds as set forth herein upon notification of default to the Surety. The determination of the amount of funds to be disbursed by Surety to the County Commissioners as set forth in the aforesaid notification is final and binding upon the parties hereto. However, the foregoing shall not release Developer from any liability for any deficiency between the amount of funds disbursed and the actual costs incurred by the County Commissioners in the completion of the construction or installation of the uncompleted or unapproved Improvements and Developer expressly agrees to be liable to the County Commissioners for any such deficiency.
5. **The County Commissioners, the Developer and Surety mutually agree that the Performance Obligation created herein shall continue until the completion of the installation of the Improvements in accordance with Warren County subdivision regulations and that upon the Improvements having been inspected and approved for two years maintenance, the Performance Obligation shall become null and void after the Developer posts the maintenance security provided for herein.**
6. The Developer will provide **maintenance security** to the County Commissioners in the sum of \$103,307.75 to secure the performance of all maintenance upon the Improvements as determined to be necessary by the County Engineer (hereinafter the Maintenance Obligation). In no event shall the sum provided for herein be less than twenty percent (20%) of the estimated total cost of the Improvements as set forth above.

7. The Developer, upon being notified by the County Engineer of the maintenance required upon the Improvements to bring the same into compliance with Warren County Subdivision regulations shall immediately undertake to perform and complete such required maintenance within the time set forth in the notice from the County Engineer.
8. The Developer shall be in default of the Maintenance Obligation should the Developer fail to complete or cause to be undertaken and completed required maintenance upon the Improvements as set forth in Item 7 hereof.
9. The condition of the Maintenance Obligation shall be that whenever the Developer shall be declared by the County Commissioners to be in default, the Surety and the Developer shall, upon written notification of default by the County Commissioners to the Surety promptly make sufficient funds available to the County Commissioners to pay the cost of the required maintenance upon the Improvements, including any costs incurred by the County Commissioners which are incidental to the performance of such maintenance, including, but not limited to costs associated with the publication of legal notices, preparation of additional plans, specifications and drawings, as may, in the judgment of the County Commissioners, be necessary, preparation of bid documents, etc. but not exceeding the amount set forth in Item 6 hereof. The Developer shall have the opportunity to respond in writing within two (2) weeks of receipt of notice of intent to find the Developer in default. In the case that the maintenance security given is in the form of a cashier's check or certified check provided directly to the County Commissioners, the County Commissioners may apply such funds to the completion of the required maintenance upon the Improvements upon notification of default to the Surety. The determination of the amount of funds to be disbursed by Surety to the County Commissioners as set forth in the aforesaid notification is final and binding upon the parties hereto. However, the foregoing shall not release Developer from any liability for any deficiency between the amount of funds disbursed and the actual costs incurred by the County Commissioners in the performance of maintenance upon the Improvements and Developer expressly agrees to be liable to the County Commissioners for any such deficiency.
10. That upon expiration of the two years from the date of the tentative acceptance of the Improvements by the County Commissioners and upon satisfactory completion of any required maintenance upon the Improvements to bring the Improvements into compliance with Warren County subdivision regulations, the County Commissioners hereby agree to release the maintenance security and give final acceptance to the Improvements. The Developer shall request, in writing directed to the County Engineer, a final inspection of the Improvements and the Developer shall be responsible for all maintenance as may be necessary and as may accrue from the commencement of the **two year maintenance period** and until such written request for inspection is delivered.
11. In the case of default pursuant to Items 3 and 4 or 8 and 9 hereof, Developer shall make available to the County Commissioners all plans, specifications and drawing relating to the Improvements and hereby directs all third parties, including engineers and consultants, who may possess such plans, specifications and drawings, or copies thereof, to provide the same

to the County Commissioners upon request and presentation of this security agreement or a copy thereof and agrees to hold such third parties harmless from the provision of such plan specifications and drawings pursuant to this item. Developer does hereby consent to the use of such plans, specifications and drawings by the County Commissioners to complete the construction of the uncompleted or unapproved Improvements or the performance of maintenance upon the same in the case of default pursuant to Items 3 and 4 or 8 and 9 hereof.

12. In the case of conflict between the provisions of this agreement and any other security agreement relating to the same Improvements, the provisions of this agreement shall take precedence.
13. Any notice, correspondence, inquiry or request for inspection permitted or required under this security agreement shall be given as follows:

A. To the County Commissioners:

Warren County Board of County Commissioners
Attn: County Administrator
406 Justice Drive
Lebanon, OH 45036
Ph. (513) 695-1250

B. To the County Engineer:

Warren County Engineer
105 Markey Road
Lebanon, OH 45036
Ph. (513) 695-3336

C. To the Developer:

Hickory Woods Development Company, LLC

Attn: Josh Blatt

11025 Reed Hartman Highway

Cincinnati, Ohio 45242

Ph. (513) 745 9019

D. To the Surety:

Atlantic Specialty Insurance Company

605 Highway 169 North, Suite 800, Plymouth, MN 55441

Ph. (800) 662 - 0156

All notices and requests for inspection, unless otherwise specifically provided herein, shall be by certified mail, return receipt requested, and shall be complete upon mailing. **All parties are obligated to give notice of any change of address.**

14. The security to be provided herein shall be by:

Certified check or cashier's check (attached) (CHECK # _____)

Original Letter of Credit (attached) (LETTER OF CREDIT # _____)

Original Escrow Letter (attached)

Surety Bond (this security agreement shall serve as the bond when signed by an authorized representative of a surety company authorized to do business within the State of Ohio with a **power of attorney attached** evidencing such authorized signature).

Surety obligation of national bank (by signing this security agreement the authorized representative of the national bank undertaking this surety obligation does certify, for and on behalf of the undersigned national bank, that the bank has a segregated deposit sufficient in amount to the bank's total potential liability).

15. **The term "Surety" as used herein includes a bank, savings and loan or other financial institution where the security provided is a letter of credit, escrow letter or surety obligation of a national bank. The term "Surety" when referring to a bank, savings and loan or other financial institution is not intended to create obligations beyond those provided by Paragraphs 4 and/or 9 of this security agreement.**

16. **In the event that Surety shall fail to make funds available to the County Commissioners in accordance with Paragraphs 4 or 9, as applicable, within thirty (30) days after notification of default, then amounts due shall bear interest at eight per cent (8%) per annum.**

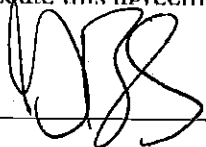
17. This Agreement shall not be assignable or transferrable by the Developer or Surety to any third party or parties without the express written consent of the County Commissioners. Developer and Surety waive any successor developer or successor surety claim or defense unless the County Commissioners have executed a written consent of assignment.
18. This Agreement shall be construed under the laws of the State of Ohio. The Developer and Surety hereby stipulate to the venue for any and all claims, disputes, interpretations and litigation of any kind arising out of this Agreement, being exclusively in the Warren County, Ohio Court of Common Pleas (unless both parties mutually agree in writing to attempt to resolve by alternate dispute resolution prior to litigation), and do further waive any right to bring or remove such claims, disputes, interpretation and litigation of any kind arising out of this Agreement, in or to any other state or a federal court.

IN EXECUTION WHEREOF, the Developer and the Surety have caused this security agreement to be executed on the date stated below.

DEVELOPER:

Pursuant to a resolution authorizing the undersigned to execute this agreement.

SIGNATURE: _____



PRINTED NAME: Josh Blatt


TITLE: Member

DATE: 7/2/2024

SURETY:

Pursuant to an instrument authorizing the undersigned to execute this agreement.

SIGNATURE: _____



PRINTED NAME: Liz Talbott


TITLE: Attorney-in-Fact

DATE: 07/01/2024

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN EXECUTION WHEREOF, the Warren County Board of County Commissioners have caused this security agreement to be executed by the President of the Board, on the date stated below, pursuant to Board Resolution Number 24-0928, dated 7-16-24.

WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS

SIGNATURE: * 

PRINTED NAME: David G. Young

TITLE: President

DATE: 7-16-24

RECOMMENDED BY:

By: 
COUNTY ENGINEER

APPROVED AS TO FORM:

By: 
ASST. COUNTY PROSECUTOR

Key:

1. Name of Developer
2. Name of Person, Firm, Entity, etc. who is providing the security whether that be a bank or other financial institution (in the case of a letter of credit or escrow letter) (Surety Company in the case of a bond) or the Developer itself (in the case of a certified check or cashier's check)
3. Name of subdivision with section number and phase number where applicable
4. Name of Township



Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: Audria Coleman, G. Dale Derr, Kathrine Adele Krekeler, Katie Rose, Kelsey Becker, Liz Talbott, Mark Nelson, Meghan Schraer, Nancy Nemeec, Randal T. Noah, Tammy Masterson, Tiffany Gobich, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **unlimited** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.


This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

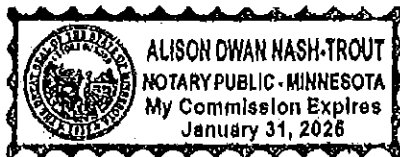
IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this first day of January, 2023.


STATE OF MINNESOTA
HENNEPIN COUNTY



By 
Sarah A. Kolar, Vice President and General Counsel

On this first day of January, 2023, before me personally came Sarah A. Kolar, Vice President and General Counsel of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and she acknowledged the execution of the same, and being by me duly sworn, that she is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.



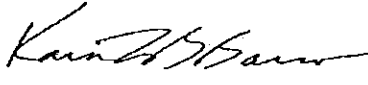

Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 1st day of July, 2024.



This Power of Attorney expires
January 31, 2025


Kara L.B. Barrow, Secretary

Resolution

Number 24-0929

Adopted Date July 16, 2024

APPROVING VARIOUS RECORD PLATS

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

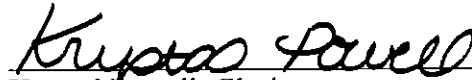
- Vista Creek – Hamilton Township

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

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

Resolution adopted this 16th day of July 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Plat File
RPC

Resolution

Number 24-0930

Adopted Date July 16, 2024

APPROVING OPERATIONAL TRANSFERS OF INTEREST EARNINGS FROM COMMISSIONERS FUND #11011112 INTO WATER FUNDS #5510 & #5583, AND SEWER FUNDS #5580, & #5575

WHEREAS, pursuant to Resolution #90-502, adopted May 3, 1990, and amended by Resolution #18-1854, adopted November 27, 2018, relative to the transfer of interest earned by the County on revenues earned on various funds held by the County to the benefit of the Water and Sewer system.

NOW THEREFORE BE IT RESOLVED, to approve the following operational transfers of interest earnings for the period of June 2024:

| | | |
|--------------|-------------------------------------|--|
| \$ 45,466.19 | from #11011112 5997 | (Operational Transfers) |
| | into #5510 44100 55103200 AAREVENUE | (Water Revenue - Interest Earnings) |
| \$ 7,694.10 | from #11011112 5997 | (Operating Transfers) |
| | into #5575 44100 55753300 AAREVENUE | (Sewer Construction Project – Interest Earnings) |
| \$ 54,229.28 | from #11011112 5997 | (Operational Transfers) |
| | into #5580 44100 55803300 AAREVENUE | (Sewer Revenue – Interest Earnings) |
| \$ 2,422.59 | from #11011112 5997 | (Operational Transfers) |
| | into #5583 44100 55833200 AAREVENUE | Water Construction Projects – Interest Earnings) |

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

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

Resolution adopted this 16th day of July 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

JS/

cc: Auditor
Water/Sewer (file)

OMB
Operational Transfer file

Resolution

Number 24-0931

Adopted Date July 16, 2024

APPROVING A SUPPLEMENTAL APPROPRIATION INTO THE RENTAL ASSISTANCE
FUND 2204

BE IT RESOLVED, to approve the following supplemental appropriation into the Rental
Assistance fund 2204:

\$ 2,916,453.00 into 22045310-5905 (Refunds – Unused Grants)

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

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

Resolution adopted this 16th day of July 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Auditor
Supplemental App. file
Human Services (file)

Resolution

Number 24-0932

Adopted Date July 16, 2024

APPROVING A SUPPLEMENTAL APPROPRIATION INTO TRANSIT FUND #2299

WHEREAS, it is necessary to increase appropriation in Fund #2299 to accommodate Purchase Order Change Order #1 of the contract with Valley Transit, as established per Resolution #24-0885.

NOW THEREFORE BE IT RESOLVED, to approve the following supplemental appropriation:

\$248,000.00 into 22997000-5400 (Transit - Purchased Services)

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

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

Resolution adopted this 16th day of July 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

/sm

cc: Auditor
Supplemental Appropriation file
OMB
OGA (file)

Resolution

Number 24-0933

Adopted Date July 16, 2024

APPROVING AN APPROPRIATION ADJUSTMENT FROM COMMISSIONERS GENERAL FUND #11011110 INTO CLERK OF COURTS FUND #11011260

BE IT RESOLVED, to approve the following appropriation adjustments from Commissioners Fund #11011110 into Clerk of Courts Fund #11011260 in order to process a vacation payout for Heather Lamb, former employee of the Clerk of Courts:

\$1,676.00 from #11011110-5882 (Commissioners – Vacation Leave Payout)
 into #11011260-5882 (Clerk of Courts –Vacation Leave Payout)

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

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

Resolution adopted this 16th day of July 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Auditor
 Appropriation Adjustment file
 Clerk of Courts (file)
 OMB

Resolution

Number 24-0934

Adopted Date July 16, 2024

APPROVING AN APPROPRIATION ADJUSTMENT FROM COMMISSIONERS GENERAL FUND #11011110 INTO EMERGENCY SERVICES FUND #11012850

BE IT RESOLVED, to approve the following appropriation adjustment from Commissioners Fund #11011110 into Emergency Services Fund #11012850 in order to process a vacation payout for Brittany Creager, former employee of the Emergency Services:

| | | | |
|------------|------|----------------|--|
| \$1,494.00 | from | #11011110-5882 | (Commissioners – Vacation Leave Payout) |
| | into | #11012850-5882 | (Emergency Services – Vacation Leave Payout) |

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

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

Resolution adopted this 16th day of July 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Auditor
Appropriation Adjustment file
Emergency Services (file)
OMB

Resolution

Number 24-0935

Adopted Date July 16, 2024

APPROVING AN APPROPRIATION ADJUSTMENT WITHIN COMMISSIONERS FUND
#11011110

BE IT RESOLVED, to approve the following appropriation adjustment in order to process
Vacation Leave Payouts:

\$50,000.00 from #11011110-5881 (Genl BOCC Sick Leave Payout)
into #11011110-5882 (Genl BOCC Vacation Leave Payout)

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

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

Resolution adopted this 16th day of July 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Auditor
Appropriation Adjustment file
OMB (file)

Resolution

Number 24-0936

Adopted Date July 16, 2024

APPROVE APPROPRIATION ADJUSTMENT WITHIN HUMAN SERVICES FUND 2203

BE IT RESOLVED, to approve the following appropriation adjustment within Human Services fund 2203:

| | | | |
|--------------|------|---------------|-----------------------------|
| \$ 15,000.00 | from | 22035310-5400 | (Purchased Services) |
| \$ 5,000.00 | into | 22035310-5317 | (Non-Capital Purchase) |
| \$ 10,000.00 | into | 22035310-5840 | (Unemployment Compensation) |

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

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

Resolution adopted this 16th day of July 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Auditor
Appropriation Adjustment file
Human Services (file)

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

Resolution

Number 24-0937

Adopted Date July 16, 2024

APPROVING APPROPRIATION ADJUSTMENTS WITHIN THE OHIOMEANSJOBS
WARREN COUNTY FUND #2258

BE IT RESOLVED, to approve appropriation adjustments within the OhioMeansJobs Warren
County Fund # 2258

| | | | |
|--------------|------|---------------|-----------------------------|
| \$ 50,000.00 | from | 22585800-5102 | (Regular Salaries) |
| \$ 7,000.00 | from | 22585800-5811 | (PERS) |
| \$ 10,000.00 | from | 22585800-5820 | (Health & Life Insurance) |
| \$ 67,000.00 | into | 22585800-5663 | (Classroom Training Adults) |

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

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

Resolution adopted this 16th day of July 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Auditor
Appropriation Adjustment file
OhioMeansJobs (file)

Resolution

Number 24-0939

Adopted Date July 16, 2024

APPROVING AN APPROPRIATION ADJUSTMENT WITHIN MARY HAVEN FUND
#2270

BE IT RESOLVED, to approve the following appropriation adjustment within Mary Haven Fund #2270 in order to process a sick and vacation leave payout for Barri Pfister, former employee of Mary Haven:

\$3,073.51 from 22701240-5102 (Regular Salaries)
 into 22701240-5882 (Vacation Leave Payout)

\$3,624.31 from 22701240-5102 (Regular Salaries)
 into 22701240-5881 (Sick Leave Payout)

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

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

Resolution adopted this 16th day of July 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Auditor
Appropriation Adj. file
Mary Haven(file)

Resolution

Number 24-0940

Adopted Date July 16, 2024

APPROVING AN APPROPRIATION ADJUSTMENT WITHIN CHILDREN SERVICES
FUND #2273

BE IT RESOLVED, to approve the following appropriation adjustment:

\$50,000.00 from #22735100-5102 (Regular Salaries)
into #22735100-5447 (Child Placement Specialized)

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

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

Resolution adopted this 16th day of July 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

jc/

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

Resolution

Number 24-0941

Adopted Date July 16, 2024

APPROVING AN APPROPRIATION ADJUSTMENT WITHIN THE COUNTY COURT
CLERK COMPUTERIZATION FUND #2275

BE IT RESOLVED, to approve the following appropriation adjustment:

\$ 600.00 from #22751410-5317 (Non-Capital Purchase)
 into #22751410-5370 (Software Non-Data Board)

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

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

Resolution adopted this 16th day of July 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Auditor
Appropriation Adj. file
Clerk of Courts (file)

Resolution

Number 24-0942

Adopted Date July 16, 2024

APPROVING AN APPROPRIATION ADJUSTMENT WITHIN COUNTY COURT FUND
#2283

BE IT RESOLVED, to approve the following appropriation adjustment within County Court
Fund 2283:

| | | | |
|------------|------|----------------|----------------------|
| \$5,000.00 | from | #22831280-5400 | (Purchased Services) |
| | into | #22831280-5421 | (Rent or Lease) |

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

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

Resolution adopted this 16th day of July 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Auditor
Appropriation Adjustment file
County Court (file)

Resolution

Number 24-0943

Adopted Date July 16, 2024

APPROVING AN APPROPRIATION ADJUSTMENT WITHIN TELECOMMUNICATIONS
DEPARTMENT FUND #4492

BE IT RESOLVED, to approve the following appropriation adjustment:

\$20,000.00 from #44923823-5320 (Capital Purchases)
into #44923823-5317 (Non-Capital Purchases)

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

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

Resolution adopted this 16th day of July 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Auditor
Appropriation Adj. file
Telecom (file)

Resolution

Number 24-0944

Adopted Date July 16, 2024

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

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

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

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

Resolution adopted this 16th day of July 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

/kp

cc:

Commissioners' file

REQUISITIONS

| Department | Vendor Name | Description | Amount |
|------------|----------------------------|--------------------------------|---|
| ENG | LISA RAMEY | ENG.TEMP EASE TWP LINE RD BRID | \$ 7,000.00 *easement agreement in packet |
| ENG | WATER & LAND SOLUTIONS LLC | ENG. MITIGATION CREDIT RESERV | \$ 138,600.00 *contract in packet |
| ENG | BEECHMONT FORD INC | ENG 2024 F-150 4X4 SUPERCAB RE | \$ 45,622.00 *vehicle/ 3 quotes obtained |
| GRA | JK MEURER CORP | GRA-FY24 BUTLERVILLE-FINAL ROA | \$ 37,651.38 *bid project/ contract in packet |

PO CHANGE ORDERS

| Department | Vendor Name | Description | Amount |
|------------|-----------------------------|------------------------|-----------------------|
| FAC | ARCHITECTURAL MESSAGING INC | FAC COURTHOUSE SIGNAGE | \$ 2,088.32 *increase |

7/16/24 APPROVED :



Martin Russell, County Administrator

Resolution

Number 24-0945

Adopted Date July 16, 2024

ESTABLISHING A JOINT BOARD BETWEEN THE MONTGOMERY AND WARREN COUNTY BOARDS OF COUNTY COMMISSIONERS, PURSUANT TO R.C. 5553.13, FOR THE PURPOSE OF THE DAYTON-CINCINNATI PIKE ROADWAY REALIGNMENT PROJECT

WHEREAS, the Montgomery County Engineer has proposed a roadway project along the Dayton-Cincinnati Pike roadway; and

WHEREAS, for the completion of this project, it is necessary to complete roadway work in both Montgomery and Warren Counties, as the affected roadway crosses the Montgomery-Warren County line; and

WHEREAS, Revised Code section 5553.13 requires that in situations wherein a proposed improvement is along or upon a county line or crosses such county line or extends as a continuous road from one county into or through or more adjoining counties, the boards of county commissioners of the counties interested shall sit as a joint board; and

WHEREAS, the Montgomery County Board of County Commissioners and the Warren County Board of County Commissioners are each willing to form a joint board for the completion of this project.

NOW THEREFORE BE IT RESOLVED, that the Warren County Board of County Commissioners does hereby agree to form a joint board with the Montgomery County Board of County Commissioners, pursuant to Ohio Revised Code Section 5553.13 for the purpose of the completion of the Dayton-Cincinnati Pike Roadway Realignment Project.

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

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

Resolution adopted this 16th day of July 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Engineer (file)
Commissioners' file

Resolution

Number 24-0946

Adopted Date July 16, 2024

AUTHORIZING THE COUNTY ADMINISTRATOR OR DEPUTY COUNTY ADMINISTRATOR TO SIGN ALL DOCUMENTS RELATIVE TO THE OPIOID LITIGATION- NATIONAL SETTLEMENT WITH THE KROGER COMPANY

WHEREAS, Warren County has been participating in the One Ohio Opioid Settlement with the Big Three Distributors and Johnson and Johnson; and

WHEREAS, as part of that continued litigation there has been a settlement negotiated with The Kroger Company; and

WHEREAS, as part of the continued litigation with the aforementioned company, additional documents will be required to be signed; and

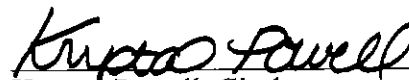
NOW THEREFORE BE IT RESOLVED, to authorize the County Administrator or the Deputy County Administrator to sign all documents relative to the Opioid Litigation with The Kroger Company.

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

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

Resolution adopted this 16th day of July 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

II/

Cc: Litigation file
M. Russell
Frank Gallucci, Attorney

Resolution

Number 24-0947

Adopted Date July 16, 2024

APPROVING MULTIPLE PAY INCREASES AND ASSIGNMENTS WITHIN THE BUILDING AND ZONING DEPARTMENT

WHEREAS, the Chief Building Official and the Building and Electrical Supervisor of the Building and Zoning Department are retiring by year-end; and

WHEREAS, Alden Payzant and Michael Gladwell have obtained the appropriate certifications for Building Official from the State Board of Building Standards; and

WHEREAS, the Building and Zoning Director is assisting with Facilities Management operations while continuing to advise, assist and train staff within the Building & Zoning Department; and

WHEREAS, the director has assigned additional duties and meeting presentations to the Chief Zoning Inspector; and

WHEREAS, the director has requested to name Alend Payzant as Chief Building Official and Michael Gladwell as backup Chief Building Official with the State of Ohio and both will take on additional duties within the department; and

WHEREAS, the director has requested pay increases to reflect the additional duties assigned.

NOW THEREFORE BE IT RESOLVED, to approve pay increases and assignments for the following staff members within Building and Zoning effective pay period beginning July 13, 2024:

| | | |
|------------------|---|----------------------|
| Ray Dratt | Chief Zoning Inspector | \$2,387.20 bi-weekly |
| Alden Payzant | Chief Building Official w/State | \$40.99 per hour |
| Michael Gladwell | Backup Chief Building Official w/State | \$39.26 per hour |

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

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

Resolution adopted this 16th day of July 2024.

BOARD OF COUNTY COMMISSIONERS


Krystal Powell, Clerk

cc: Building Zoning (file)
R. Dratt's Personnel File
A. Payzant's Personnel File
M. Gladwell's Personnel File
OMB-Sue Spencer