

Resolution

Number 18-0151

Adopted Date February 08, 2018

ACCEPT RESIGNATION OF JESSICA ANDERSON, ELIGIBILITY REFERRAL SPECIALIST II, WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, HUMAN SERVICES DIVISION, EFFECTIVE FEBRUARY 15, 2018

BE IT RESOLVED, to accept the resignation of Jessica Anderson, Eligibility Referral Specialist II, within the Warren County Department of Job and Family Services, Human Services Division, effective February 15, 2018

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

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

Resolution adopted this 8th day of February 2018.

BOARD OF COUNTY COMMISSIONERS



Laura Lander, Deputy Clerk

cc: Human Services (file)
J. Anderson's Personnel File
OMB – Sue Spencer
Tammy Whitaker

Resolution

Number 18-0152

Adopted Date February 08, 2018

ACCEPT RESIGNATION, DUE TO RETIREMENT, OF DEBBIE COOKE, BENEFITS SPECIALIST, WITHIN THE OFFICE OF MANAGEMENT AND BUDGET, EFFECTIVE MAY 31, 2018

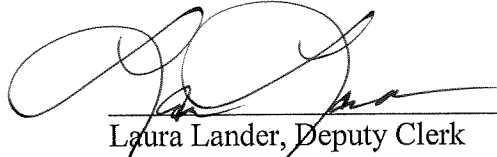
BE IT RESOLVED, to accept the resignation, due to retirement, of Debbie Cooke, Benefits Specialist, within the Office of Management and Budget, effective May 31, 2018

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

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

Resolution adopted this 8th day of February 2018.

BOARD OF COUNTY COMMISSIONERS



Laura Lander, Deputy Clerk

cc: OMB (file)
D. Cooke's Personnel File
OMB – Sue Spencer
Tammy Whitaker

Resolution

Number 18-0153

Adopted Date February 08, 2018

AUTHORIZE THE POSTING OF THE "EMERGENCY COMMUNICATIONS OPERATIONS MANAGER" POSITION WITHIN THE EMERGENCY SERVICES DEPARTMENT, IN ACCORDANCE WITH WARREN COUNTY PERSONNEL POLICY MANUAL, SECTION 2.02(A)

WHEREAS, there exists an opening for the "Emergency Communications Operations Manager" position within the Emergency Services Department; and

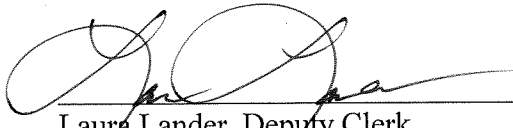
NOW THEREFORE BE IT RESOLVED, to authorize the posting of the position of "Emergency Communications Operations Manager" in accordance with Warren County Personnel Policy Manual, Section 2.02(A); posting to occur for a period of at least seven (7) consecutive calendar days beginning February 9, 2018.

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

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

Resolution adopted this 8th day of February 2018.

BOARD OF COUNTY COMMISSIONERS



Laura Lander, Deputy Clerk

cc: Emergency Services (file)
OMB – Sue Spencer

Resolution

Number 18-0154

Adopted Date February 08, 2018

AMEND AND RENAME THE CLASSIFICATION SPECIFICATION FOR DATA SYSTEMS ANALYST TO INFRASTRUCTURE SYSTEMS ANALYST I WITHIN THE TELECOMMUNICATIONS DEPARTMENT

WHEREAS, this Board has adopted a Classification/Compensation Plan in an effort to ensure fair and equitable compensation to individuals employed by Warren County; and

WHEREAS, the Deputy Director of Telecom and the HR Manager have reviewed the classification specification of Data Systems Analyst and have requested that said classification specification be amended and renamed to Infrastructure Systems Analyst I; and

WHEREAS, it is necessary to amend the Classification/Compensation Plan to allow for the incorporation of the amended classification specification and associated pay range assignment; and

NOW THEREFORE BE IT RESOLVED, to rename and amend the classification specification of Data Systems Analyst to Infrastructure Systems Analyst I, as attached hereto and made a part hereof: and

BE IT FURTHER RESOLVED, to amend the Warren County Classification/Compensation Plan and incorporate therein the amended classification specifications of Data Systems Analyst, effective February 8, 2018

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

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

Resolution adopted this 8th day of February 2018.

BOARD OF COUNTY COMMISSIONERS



Laura Lander, Deputy Clerk

cc: Classification and Compensation file
Telecommunications (file)
OMB – Sue Spencer

CLASSIFICATION SPECIFICATION
WARREN COUNTY BOARD OF COMMISSIONERS
An Equal Opportunity Employer

Page_1of2

TITLE: Infrastructure Systems Analyst I

PAY RANGE: 18

JOB RESPONSIBILITIES: Performs other duties as required.

Under general direction, oversees operational efficiency and effectiveness of assigned computing platforms used for Warren County Public Safety; is responsible for the installation, maintenance, performance tuning, and modification, trouble shooting, and related technical support of computers and network systems, database systems, and operating systems programs.

QUALIFICATIONS: Any combination of training and work experience which indicates possession of the skills, knowledge, and abilities listed below. An example of an acceptable qualification for this position is:

Completion of secondary education or its equivalent; training or experience in computer operating systems, data base systems, and hardware diagnostic support which has led to the acquisition of the required knowledge, skills and abilities.

Must possess:

- Effective written and verbal skills.
- Detail-oriented with accuracy.
- Strong organizational skills

ILLUSTRATIVE DUTIES: The duties listed below are intended to depict tasks performed by this classification.

1. Analyzes and develops solutions to daily support problems associated with the WCPSN computer operations, systems and programming functions, database operations, and distributed processing.
2. Under general direction installs scheduled upgrades of operating systems, vendor software and ancillary support systems; provides necessary follow-up including training to facilitate system operation.
3. Ensures confidentiality of program and report data, as required by law.
4. Operates general office and radio equipment.
5. Assists in inventory and invoicing of department equipment.
6. Demonstrates a regular and predictable attendance.
7. Point of Escalation within the Team.

CLASSIFICATION SPECIFICATION
WARREN COUNTY BOARD OF COMMISSIONERS
An Equal Opportunity Employer

Page 2 of 2

TITLE: Infrastructure Systems Analyst I

PAY RANGE: 18

8. Participates in after-hour upgrades, troubleshooting, and on-call rotations as needed.
9. Must be willing to shift work hours as required, subject to being held over for system, application or weather related issues.
10. Tests new hardware and software system performance, compatibility, and feasibility; recommends changes to the supervisor to improve performance of distributed network operating systems and/or assigned databases.
11. Interacts with vendors and Agencies on hardware and software problems and maintenance requirements.
12. Maintains required licenses and certificates.
13. Follows all safety and health practices of the Warren County Board of Commissioners as described in the attached addendum.

KNOWLEDGE, SKILLS AND ABILITIES: Necessary to perform duties.

Knowledge of: Intermediate knowledge of Microsoft operating systems and suite of products (Outlook, Word, Excel, PowerPoint, etc.); hands on experience with wired and wireless networking, PC and server virtualization software, virus protection, patch management, backup systems, server topologies, disaster recovery; Microsoft operating systems, Data Center grade hardware, Virtualization/Consolidation systems, Storage Area Networks, Wireless Protocols, Managed Systems Operations, Development and Desktop Engineering, Radio over IP (RoIP), Voice over IP (VoIP), PC over IP (PCoIP), *Computer Aided Dispatch systems, *911 converged systems, *Audio log recording systems.

Ability to: to manage multiple priorities and follow through on projects to completion, and proactively determines areas requiring additional attention, monitoring, or maintenance; analyze procedures/data and develop logical conclusions; perform operational requirement studies in a total systems context; maintain cooperative working relationships with others; and prepare reports and/or documentation as required;

Skill in: strong documentation, inter-personal, and communication skills; assisting with all projects and repairs throughout the Data Centers and Disaster Recovery Center; forward thinking to support all teams on to reduce potential risks to upcoming projects

Resolution

Number 18-0155

Adopted Date February 08, 2018

AUTHORIZE THE POSTING OF THE "INFRASTRUCTURE SYSTEMS ANALYST I" POSITION, WITHIN THE TELECOMMUNICATIONS DEPARTMENT, IN ACCORDANCE WITH WARREN COUNTY PERSONNEL POLICY MANUAL, SECTION 2.02(a)

WHEREAS, there exists one opening for an "Infrastructure Systems Analyst I" position within the Telecommunications Department; and

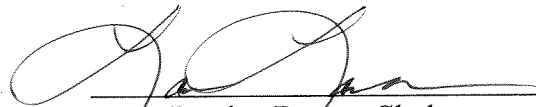
NOW THEREFORE BE IT RESOLVED, to authorize the posting of the position of "Infrastructure Systems Analyst I" in accordance with Warren County Personnel Policy Manual, Section 2.02(A); posting to occur for a period of at least seven (7) consecutive calendar days beginning February 9, 2018.

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

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

Resolution adopted this 8th day of February 2018.

BOARD OF COUNTY COMMISSIONERS



Laura Lander, Deputy Clerk

H/R

cc: Telecom (File)
OMB – Sue Spencer

Resolution

Number 18-0156

Adopted Date February 08, 2018

APPROVE APPOINTMENT AND REAPPOINTMENT OF VARIOUS MEMBERS TO THE WARREN COUNTY EMERGENCY COMMUNICATIONS BOARD

BE IT RESOLVED, to appoint and reappoint the following members to the Warren County
Emergency Communications Board:

Appointment

Chief Steve Agenbroad, Clearcreek Twp. Fire term to expire 12/31/18
(to fill unexpired term of Chief John Moore)

Reappointments

Chief Andy Mitten, Harlan Township Fire	term to expire 12/31/19
Chief Jeff Kruithoff, Springboro Police	term to expire 12/31/20
Battalion Chief Doug Wehmeyer, Deerfield Twp Fire	term to expire 12/31/20
Chief Russell Whittman, Franklin Police	term to expire 12/31/19
Chief Jonathon Westendorf, Franklin Fire	term to expire 12/31/20
Chief Gary Copeland, Waynesville Police	term to expire 12/31/19
Chief Andy Riddiough, JEMS (Alternate)	term to expire 12/31/19
Chief Jeff Mitchell, Lebanon Police (Alternate)	term to expire 12/31/20

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

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

Resolution adopted this 8th day of February 2018.

BOARD OF COUNTY COMMISSIONERS



Laura Lander, Deputy Clerk

ll/

cc: Appointments File
Emergency Services (file)
Telecommunications – A. Lyons (file)
Appointees
L. Lander

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

Resolution

Number 18-0157

Adopted Date February 08, 2018

**ACCEPT REVISED BY-LAWS OF THE WARREN COUNTY EMERGENCY
COMMUNICATIONS BOARD**

WHEREAS, pursuant to Resolution #16-1938 dated December 13, 2016 this Board adopted By-Laws for the Warren County Emergency Communications Board;

NOW THEREFORE BE IT RESOLVED, to approve the revised Warren County Emergency Communications Board By-Laws; said By-Laws attached hereto and made a part hereof.

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

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

Resolution adopted this 8th day of February 2018.

BOARD OF COUNTY COMMISSIONERS



Laura Lander, Deputy Clerk

al/

cc: Emergency Services (file)
Telecom (file) – Allison Lyons

ARTICLE I

IDENTITY AND SCOPE OF THE BOARD

The Organization described in this instrument is the Warren County Emergency Communications Board (hereafter referred to as BOARD.)

The BOARD consists of individuals appointed by the Warren County Commissioners to serve as the operational policy setting advisory body for the emergency communications component of the Warren County communications system, including, but not limited to, people and equipment used to provide communications services.

ARTICLE II

OBJECTIVE AND PURPOSE

The broad objective of the BOARD is to provide the Warren County Board of Commissioners advice and direction in relation to the police, fire, and emergency medical services' emergency communications system.

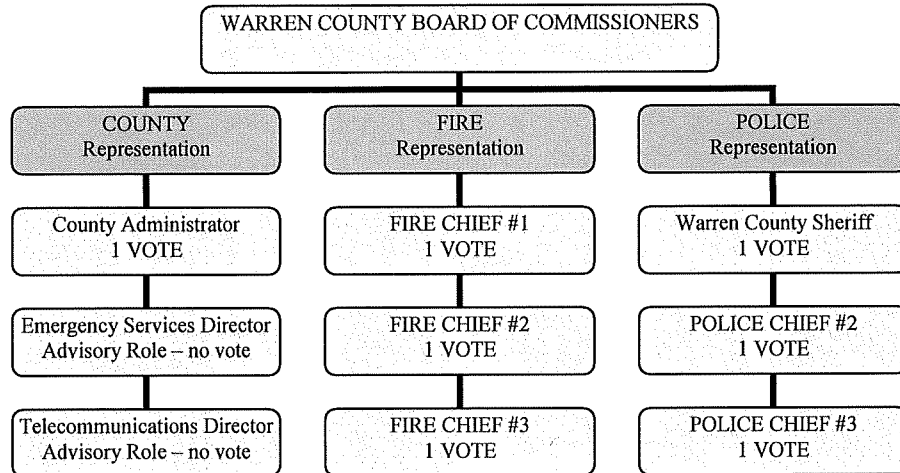
Additionally, the BOARD will provide input to the Warren County Emergency Services Director for maintaining and improving the effectiveness, responsiveness, efficiency and accuracy of the system, including responses to the requests for citizens and users of Warren County police, fire rescue, and emergency medical services.

Within this broad objective, the BOARD has the following charges:

1. To assist, by providing input relative to the creation of an effective countywide emergency communications system, capable of protecting lives and property.
2. To review and recommend standard operating procedures and policies so that all emergency communications system users have common, standardized, professionally accepted protocols.
3. To provide input into the procedures for addressing concerns of users through an objective critique process.
4. To assist in the development of effective interdepartmental relationships between the Emergency Communications Center and other governmental entities both within and without Warren County.
5. To monitor equipment utilized in the emergency communications system, monitor improvements in related technology and make recommendations for future equipment purchases, installation, and implementation.
6. To create and assist in the imposition of sanctions for user agency non-compliance with Warren County-established policies and rules (e.g. robbery response plan, emergency button use).

ARTICLE III

MEMBERSHIP



The BOARD shall consist of nine (9) members:

Four (4) Permanent Members: Warren County Administrator (voting), Warren County Sheriff (voting), Warren County Emergency Services Director (non-voting), and Warren County Telecommunications Director (non-voting).

Five (5) Non-permanent Members nominated by his or her respective Chiefs' Association (2 Law and 3 Fire/EMS) then appointed by the Warren County Commissioners.

- Non-permanent members shall serve for three (3) years with the initial members being appointed for staggered terms so that
 - one seat becomes vacant after the first year (fire)
 - two seats become vacant after the second year (1 fire, 1 law)
 - two seats become vacant after the third year (1 fire, 1 law)
- At least one (1) law enforcement member and at least two (2) fire/EMS members in the second and third years shall be directly dispatched by the Warren County Communications Center.
- A member shall serve until his/her successor is appointed.
- Absence of a non-permanent member from two consecutive scheduled meetings may result in a recommendation to the Warren County Board of Commissioners for removal of that that person from the BOARD. In the event of a member vacancy, the respective nominating entity shall foreword a nomination to the Warren County Board of Commissioners for appointment to the unexpired term.

ARTICLE IV

MEETINGS

Planning Meeting: The BOARD shall meet in a location selected by BOARD members, on the last Wednesday of each January to set the year's regular meeting schedule.

Special Meetings: By the order of the Chairman or a majority of members, a special meeting may be called for a specific purpose or purposes.

Quorum: At regular or special meetings, at least four voting members must be present at the meeting to constitute a quorum.

Robert's Rules of order shall be the parliamentary authority for all matters of procedure not specifically addressed in these by-laws. Meetings shall be conducted by the Chairman and in his/her absence by a Chairman pro tempore selected by those members present at the meeting.

A person, who need not be a member of the BOARD, shall be selected to record the minutes of the meetings.

Meetings shall be open to the public.

ARTICLE V

ELECTED OFFICERS OF THE EMERGENCY COMMUNICATIONS BOARD

Elections of Chairman and Vice-Chairman shall occur at the Planning Meeting each year with terms of one year.

The office of Chairman shall be held by a police representative on odd years and a fire representative on even years.

The office of Vice-Chairman shall always be from the opposite association than the Chairman.

The Warren County Emergency Services Director will provide necessary support services to the BOARD.

ARTICLE VI

AMENDMENTS

These by-laws may only be amended by the Warren County Board of Commissioners. The BOARD may recommend amendments to the Warren County Board of Commissioners. Such proposed amendments shall be circulated to the BOARD members at least ten (10) days in advance of a regular monthly meeting or special meeting called for that purpose. A two-thirds majority vote of all voting members is required to offer a formal recommendation for an amendment to the Warren County Board of Commissioners.

Resolution

Number 18-0158

Adopted Date February 08, 2018

DECLARE VARIOUS ITEMS WITHIN AUDITOR'S OFFICE, BOARD OF DEVELOPMENTAL DISABILITIES, BOARD OF ELECTIONS, CLERK OF COURTS TITLES DIVISION, COMMON PLEAS COURT, CSEA, DOMESTIC RELATIONS, DRUG TASK FORCE, FACILITIES MANAGEMENT, JUVENILE, MARY HAVEN, SEWER, SHERIFF'S OFFICE, TELECOM, TREASURER'S OFFICE, AND VETERANS, AS SURPLUS AND AUTHORIZE THE DISPOSAL OF SAID ITEMS


BE IT RESOLVED, to authorize disposal of various items from Auditor's Office, Board of Developmental Disabilities, Board of Elections, Clerk of Courts Titles Division, Common Pleas Court, CSEA, Domestic Relations, Drug Task Force, Facilities Management, Juvenile, Mary Haven, Sewer, Sheriff's Office, Telecom, Treasurer's Office, and Veterans, in accordance with the Ohio Revised Code; list of said items attached hereto and made a part hereof.

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

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

Resolution adopted this 8th day of February 2018.

BOARD OF COUNTY COMMISSIONERS



Laura Lander, Deputy Clerk

/jm

cc: 2018 Auction file
Facilities Management (file)
Brenda Quillen, Auditor's Office

Warren County Facilities Management

GovDeals # AUD18009

430 South East Street
513-695-1463

Michael D. Shadoan
Director

GovDeals Item Inspection Form

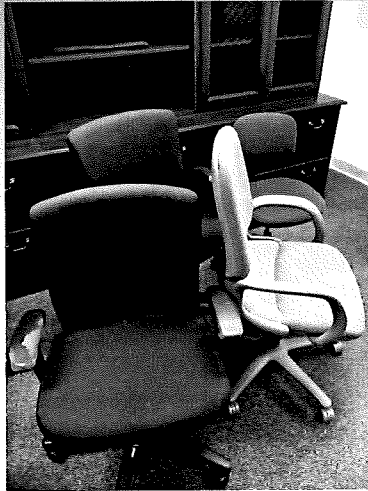
Auditor

Date:

Dec 18, 2017

009

Office Chairs



Select Item Type

Lot of Multiple Items

Qty	Brand	Model	Working Condition Y/N	Description
7				Office Chairs

Additional Comments

Empty text box for additional comments.



(Click above to add additional picture)

(Click above to add additional picture)

(Click above to add additional picture)

Name: Rosie Crogan

Title: Deputy Auditor

Phone Number 513-695-1235

Location of Item: Auditor's office second floor 406 Justice Dr., Lebanon, Ohio 45036

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

Warren County Facilities Management

GovDeals #

AUD18001

430 South East Street
513-695-1463

Michael D. Shadoan
Director

GovDeals Item Inspection Form

Auditor

Date:

Jan 31, 2018

001

Computer Towers & Monitors



Select Item Type

Lot of Multiple Items

Qty	Brand	Model	Working Condition Y/N	Description
6	various		n	Computer Towers - Hard drives removed
				Warren County Item #18344, 16477, 22355, 19632, 13203, 12614
3	Various		N	3 various Monitors
				Warren County #18172, 22732, 18178

Additional Comments



(Click above to add additional picture)

(Click above to add additional picture)

(Click above to add additional picture)

Name: Rosie Crogan

Title: Deputy Auditor

Phone Number 513.695.1235

Location of Item: Auditor's office - second floor

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

Warren County Facilities Management

430 South East Street
513-695-1463

Michael D. Shadoan
Director

BDD17019

GovDeals Item Inspection Form

Board of DD

Date:

Dec 12, 2017

019

(Enter Item Description Here)



Select Item Type

Vehicle

Vin #

1HVBBAAAL61H395963

Title restriction?

Yes No

Odometer Reading

153,043

Accurate?

Yes No Unknown

Year

2001

Make

INTERNATIONAL

Model

WC lift + 16 pass.

Does it Start?

Yes No With Boost

Does it run?

Yes No

Color

Yellow

Exterior Condition?

Good Minor Dents, Dings
Scratches or rust Sever dents, Dings
Scratches or Rust

Interior

Cloth Leather Other

Interior Condition?

Good Fair Poor

Additional Comments



(Click above to add additional picture)



(Click above to add additional picture)



(Click above to add additional picture)

Name: Pete Mason

Title: Operations Director

Phone Number 513-518-1848

Location of Item: 125 West Forest Avenue, South Lebanon, Ohio 45065

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

Warren County Facilities Management

GovDeals #

BDD18001

430 South East Street
513-695-1463

Michael D. Shadoan
Director

GovDeals Item Inspection Form

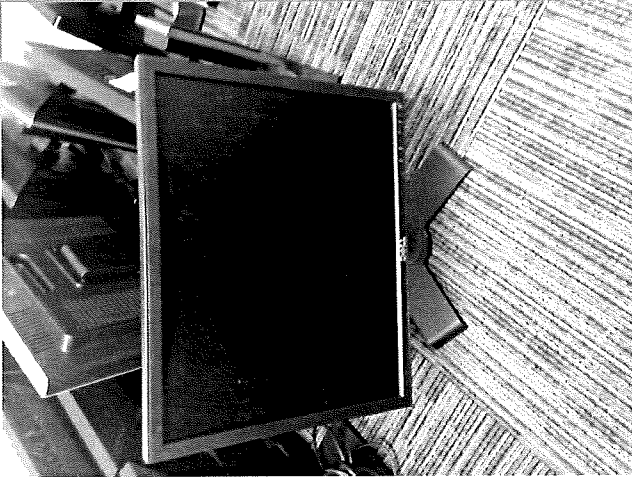
Board of DD

Date:

Jan 5, 2018

001

20 Dell LCD Monitors



Select Item Type

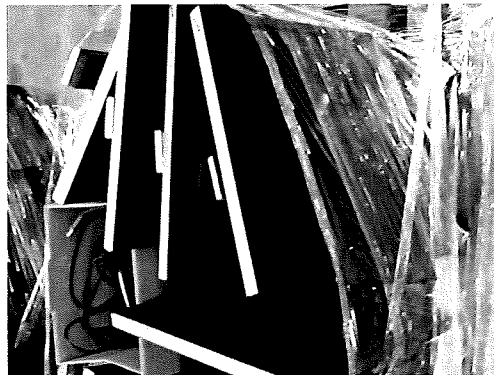
Lot of Multiple Items

Qty	Brand	Model	Working Condition Y/N	Description
20	Dell	LCD Monitor	Y	Lot of 20 Dell LCD monitors.

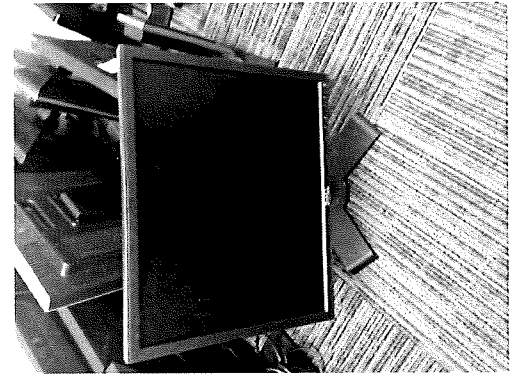
Additional Comments



(Click above to add additional picture)



(Click above to add additional picture)



(Click above to add additional picture)

Name: Logan Stringer

Title: IT Manager

Phone Number 513-228-6512

Location of Item: 42 Kings Way, Lebanon, Ohio 45065

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

Warren County Facilities Management

GovDeals #

BOE18001

430 South East Street
513-695-1463

Michael D. Shadoan
Director

GovDeals Item Inspection Form

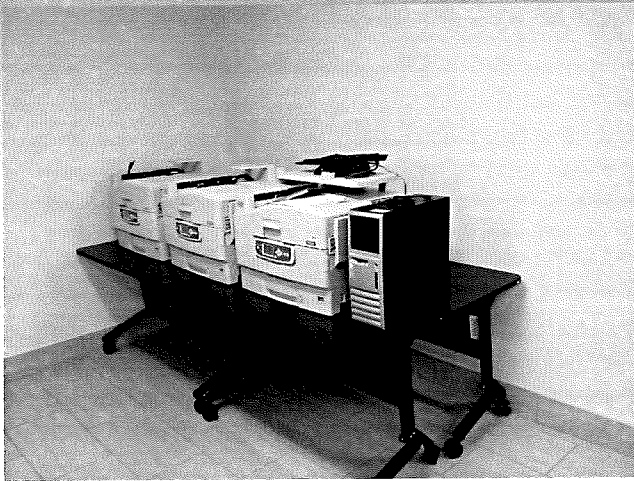
Board of Elections

Date:

Jan 8, 2018

001

Three Printers and a PC



Select Item Type

Lot of Multiple Items

Qty	Brand	Model	Working Condition Y/N	Description
3	OKI	C9650	Y	Three Printers
1	HP		Y	One Tower

Additional Comments

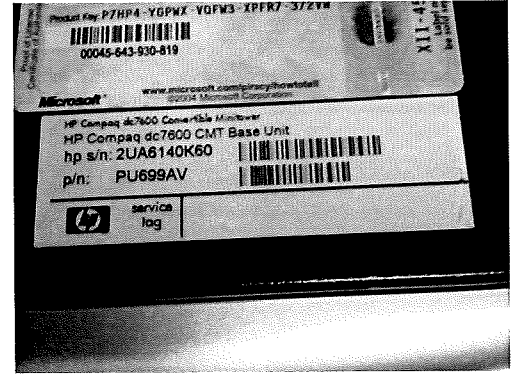
All machines are in working condition. (Note: The printers are extremely heavy so be aware that to get them out to the parking we'll require multiple people or a cart or a dolly to move them.)



(Click above to add additional picture)



(Click above to add additional picture)



(Click above to add additional picture)

Name: Michael E. Moore

Title: Elections Administer

Phone Number 513-695-2685

Location of Item: Board of Elections, 520 Justice Dr., Lebanon, Ohio 45036

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

Warren County Facilities Management

BOE18002

430 South East Street
513-695-1463

Michael D. Shadoan
Director

GovDeals Item Inspection Form

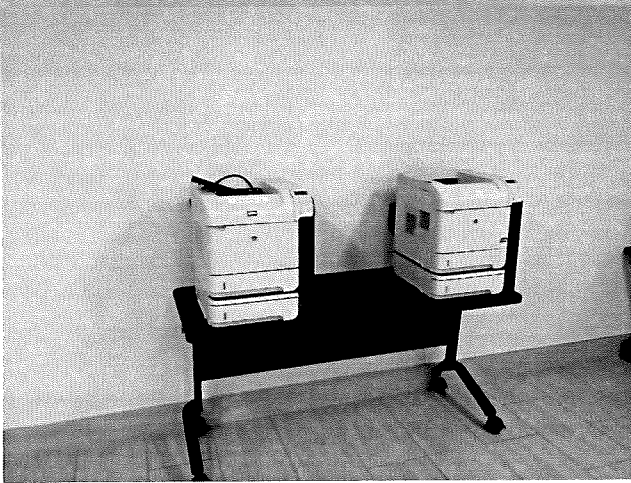
Board of Elections

Date:

Feb 1, 2018

002

TWO HP(LAZER JET P4515X)



Select Item Type

Lot of Multiple Items

Qty	Brand	Model	Working Condition Y/N	Description
2	HP	P4515X	N	OFFICE PRINTERS

Additional Comments



(Click above to add additional picture)



(Click above to add additional picture)

(Click above to add additional picture)

Name: Michael E. Moore

Title: Elections Administrator

Phone Number 513-695-2685

Location of Item: Warren County Board of Elections, 520 Justice Dr., Lebanon, Ohio 45036

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

Warren County Facilities Management

GovDeals #

CKT17001

430 South East Street
513-695-1463

Michael D. Shadoan
Director

GovDeals Item Inspection Form

Clerk of Courts - Titles

Date:

Dec 11, 2017

001

5' Work Table

Select Item Type

Single Item

Category

Office Equipment/Supplies

Brand

Model #

Serial #

Date Removed From Service

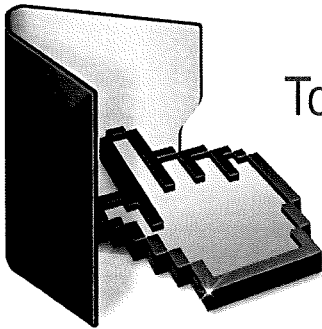
4/3/17

Did Item Work When Removed?

Yes

No

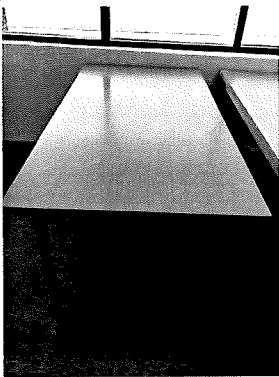
Unknown



Click Here
To Upload Your
First Image

Additional Comments

County #03036



(Click above to add additional picture)

(Click above to add additional picture)

(Click above to add additional picture)

Name: Vickie Gray

Title: Chief Deputy

Phone Number 1795

Location of Item: Facility Management

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

Warren County Facilities Management

GovDeals #

CKT17003

430 South East Street
513-695-1463

Michael D. Shadoan
Director

GovDeals Item Inspection Form

Clerk of Courts - Titles

Date:

Dec 11, 2017

003

6' Work Table W/Metal Legs

Select Item Type

Single Item

Category

Office Equipment/Supplies

Brand

Model #

Serial #

Date Removed From Service

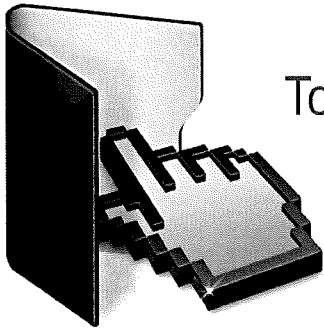
4/3/17

Did Item Work When Removed?

Yes

No

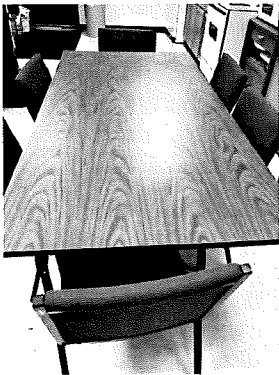
Unknown



Click Here
To Upload Your
First Image

Additional Comments

County Inventory # 03825 Only the table does not include the chairs.



(Click above to add additional picture)

(Click above to add additional picture)

(Click above to add additional picture)

Name: Vickie Gray

Title: Chief Deputy

Phone Number 1795

Location of Item: Facility Management

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

Warren County Facilities Management

GovDeals #

CKT17004

430 South East Street
513-695-1463

Michael D. Shadoan
Director

GovDeals Item Inspection Form

Clerk of Courts - Titles

Date: Dec 11, 2017

004

Muratec Copier/Fax/Scan Machine

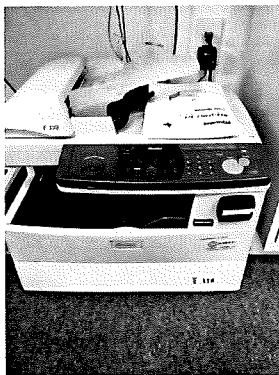


Select Item Type

Lot of Multiple Items

Qty	Brand	Model	Working Condition Y/N	Description
1	Muratec	MFX-1330	No	Copy/Fax/Scan Machine #22237
1	Muratec	F-300	No	Copy/Fax/Scan Machine #17378

Additional Comments



(Click above to add additional picture)

(Click above to add additional picture)

(Click above to add additional picture)

Name: Vickie Gray

Title: Chief Deputy

Phone Number 1795

Location of Item: Facility Managemant

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

Warren County Facilities Management

GovDeals #

CKT17005

430 South East Street
513-695-1463

Michael D. Shadoan
Director

GovDeals Item Inspection Form

Clerk of Courts - Titles

Date:

Dec 11, 2017

005

OKI MicrolinePrinters



Select Item Type

Lot of Multiple Items

Qty	Brand	Model	Working Condition Y/N	Description
1	OKI	320	Yes	Microline 320 Turbo 9 Pin Printer #200631
1	OKI	320	Yes	Microline 320 Turbo 9 Pin Printer #21189

Additional Comments

Additional ribbon included

(Click above to add additional picture)

(Click above to add additional picture)

(Click above to add additional picture)

Name: Vickie Gray

Title: Chief Deputy

Phone Number 1795

Location of Item: Facility Management

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

Warren County Facilities Management

GovDeals #

CPC17036

430 South East Street
513-695-1463

Michael D. Shadoan
Director

GovDeals Item Inspection Form

Common Pleas Court - General

Date:

Dec 14, 2017

036

Burgundy Upholstered Chairs w/Wood Arms & Legs



Select Item Type

Lot of Multiple Items

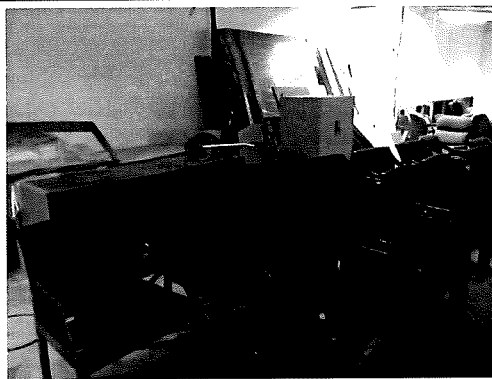
Qty	Brand	Model	Working Condition Y/N	Description
				Chairs w/Wood Arms and Legs

Additional Comments

Burgundy Upholstered Chairs w/Wood Arms & Legs
Good shape



(Click above to add additional picture)



(Click above to add additional picture)



(Click above to add additional picture)

Name: Cindy Prewitt

Title: Fiscal Coordinator

Phone Number 513-695-2596

Location of Item: Old Prosecutor's Office, 500 Justice Dr, Lebanon OH 45036

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

Warren County Facilities Management

GovDeals #

CSE17011

430 South East Street
513-695-1463

Michael D. Shadoan
Director

GovDeals Item Inspection Form

Child Support (CSEA)

Date:

Dec 12, 2017

011

Lot of Office Chairs

Select Item Type

Lot of Multiple Items

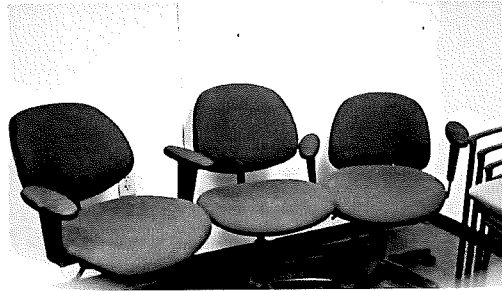


Qty	Brand	Model	Working Condition Y/N	Description
6			Y	Teal green color guest chairs
4			Y	Teal desk chairs
1			Y	Denim Blue color desk chair

Additional Comments



(Click above to add additional picture)



(Click above to add additional picture)



(Click above to add additional picture)

Name: Kathy DeCaires

Title: HR Coord. / Procurement Mgr

Phone Number 1548

Location of Item: CSEA - back room on left

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

Warren County Facilities Management

GovDeals #

CSE17012

430 South East Street
513-695-1463

Michael D. Shadoan
Director

GovDeals Item Inspection Form

Child Support (CSEA)

Date:

Dec 21, 2017

012

DM500 Series Postage Machine + components



Select Item Type

Single Item

Category

Office Equipment/Supplies

Brand

Pitney Bowes

Model #

DM500 Series

Serial #

0052443; 0014283; 0164693

Date Removed From Service

10/01/2017

Did Item Work When Removed?

Yes

No

Unknown

Additional Comments

Books included

(Click above to add additional picture)

(Click above to add additional picture)

(Click above to add additional picture)

Name: Kathy DeCaires

Title: HR & Procurement Coord.

Phone Number 1548

Location of Item: 500 Justice Drive, Lower Level - CSEA

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).

Check your listing for accuracy, click the button below to submit by email. *Note: This is the only way auction items will be accepted.*

Warren County Facilities Management

GovDeals #

DOM17007

430 South East Street
513-695-1463

Michael D. Shadoan
Director

GovDeals Item Inspection Form

Common Pleas Court - Domestic Relations

Date:

Dec 15, 2017

007

Chairs



Select Item Type

Lot of Multiple Items

Qty	Brand	Model	Working Condition Y/N	Description
5			Y	Chairs

Additional Comments

The chairs are worn and may not roll smoothly.
Chairs may need adjustments at the base to secure them firmly to the legs.



(Click above to add additional picture)

(Click above to add additional picture)

(Click above to add additional picture)

Name: Deborah Grubb

Title: Judicial Assistant

Phone Number 513-695-2487

Location of Item: Common Pleas Storage Room (near elevator).

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

Warren County Facilities Management

GovDeals #

DOM18001

430 South East Street
513-695-1463

Michael D. Shadoan
Director

GovDeals Item Inspection Form

Common Pleas Court - Domestic Relations

Date: Jan 8, 2018

001

Furniture



Select Item Type

Lot of Multiple Items

Qty	Brand	Model	Working Condition Y/N	Description
1			Y	Cloth Chair
6			Y	Chair Arms

Additional Comments

Green Cloth Chair does not roll smoothly.
There are three sets of chair arms; black, green and gray.
The green and gray chair arms are cloth.

(Click above to add additional picture)

(Click above to add additional picture)

(Click above to add additional picture)

Name: Deborah Grubb

Title: Judicial Assistant

Phone Number 513-695-2487

Location of Item: Common Pleas Storage Room (near elevator).

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

Warren County Facilities Management

GovDeals #

DOM18002

430 South East Street
513-695-1463

Michael D. Shadoan
Director

GovDeals Item Inspection Form

Common Pleas Court - Domestic Relations

Date:

Jan 24, 2018

002

Metal Cabinet



Select Item Type

Single Item

Category

Furniture/Furnishings

Brand

Model #

Serial #

Date Removed From Service

1/15/18

Did Item Work When Removed?



Yes



No

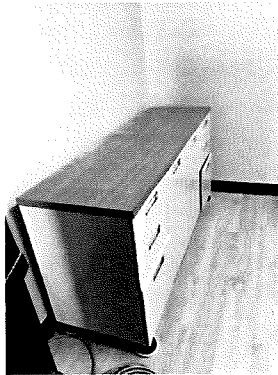


Unknown

Additional Comments



(Click above to add additional picture)



(Click above to add additional picture)

(Click above to add additional picture)

Name: Deborah Grubb

Title: Judicial Assistant

Phone Number 513-695-2487

Location of Item: Common Pleas Storage Room (near elevator).

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

Warren County Facilities Management

GovDeals #

DTF18116

430 South East Street
513-695-1463

Michael D. Shadoan
Director

GovDeals Item Inspection Form

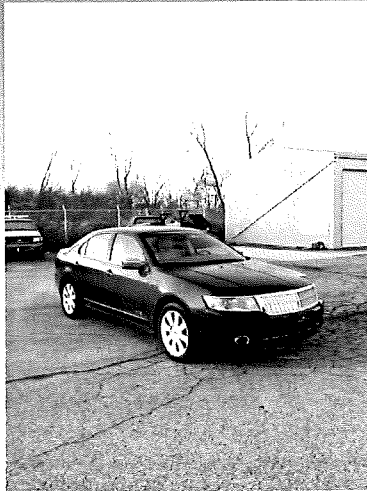
Drug Task Force

Date:

12/18/2017

116

2007 LINCOLN MKZ



Select Item Type

Vehicle

Vin #

3LNHM26T37R648572

Title restriction?

 Yes No

Odometer Reading

107924

 Yes

Accurate?

 No Unknown

Year

2007

Make

Model

MKZ

Does it Start?

 Yes No With Boost

Does it run?

 Yes No

Color

RED

Exterior Condition?

 Good Minor Dents, Dings
Scratches or rust Severe dents, Dings
Scratches or Rust

Interior

 Cloth Leather Other

Interior Condition?

 Good Fair Poor

Additional Comments

2007 LINCOLN MKZ. 3.5L V6 GAS ENGINE, AUTOMATIC TRANSMISSION, STOCK AM/FM CD RADIO, A/C, CRUISE CONTROL, TILT STEERING, REMOTE MIRRORS, CLIMATE CONTROL, POWER STEERING, POWER WINDOWS, POWER DOOR LOCKS, POWER SEATS. VEHICLE HAS OPEN AIRBAG RECALL 16S26. ALSO HAS SMALL HOLES IN HEADLINER IN FRONT AND REAR INTERIOR DECK WHERE EMERGENCY LIGHTS WERE INSTALLED. BATTERY IS DEAD AND WILL NEED JUMP STARTED.



(Click above to add additional picture)



(Click above to add additional picture)



(Click above to add additional picture)

Name: Nicki Bishop

Title: Fiscal Clerk

Phone Number x1285

Location of Item: 1433 WEST MAIN STREET LEBANON OHIO 45036 WARREN COUNTY GARAGE

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

Warren County Facilities Management

GovDeals #

DTF17117

430 South East Street
513-695-1463

Michael D. Shadoan
Director

GovDeals Item Inspection Form

Drug Task Force

Date:

12/18/2017

117

2002 HONDA CIVIC



Select Item Type

Vehicle

Vin #

1HGES16582L061740

Title restriction?

Yes No

Odometer Reading

193443

Yes

Accurate?

No Unknown

Year

2002

Make

Model

CIVIC

Does it Start?

Yes No With Boost

Does it run?

Yes No

Color

RED

Exterior Condition?

Good Minor Dents, Dings
Scratches or rust Sever dents, Dings
Scratches or Rust

Interior

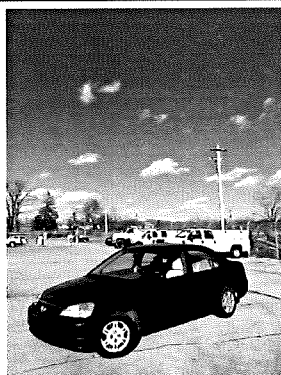
Cloth Leather Other

Interior Condition?

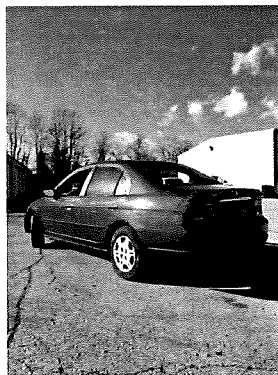
Good Fair Poor

Additional Comments

2002 HONDA CIVIC 1.7L GASOLINE ENGINE. AUTOMATIC TRANSMISSION. FRONT WHEEL DRIVE, AC, CRUISE CONTROL, TILT STEERING, REMOTE MIRRORS, POWER STEERING, POWER WINDOWS, POWER DOOR LOCKS. VEHICLE HAS EXTREMELY RUSTED ROTORS, VERY LOW TREAD TIRES, AND NOTICEABLE EXHAUST LEAK.



(Click above to add additional picture)



(Click above to add additional picture)



(Click above to add additional picture)

Name: Nicki Bishop

Title: Fiscal Clerk

Phone Number x1285

Location of Item: WARREN COUNTY GARAGE 1433 WEST MAIN STREET LEBANON OHIO 45036

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

Warren County Facilities Management

GovDeals #

DTF17118

430 South East Street
513-695-1463

Michael D. Shadoan
Director

GovDeals Item Inspection Form

Drug Task Force

Date:

12/18/2017

118

2006 LAND ROVER RANGE ROVER SPORT



Select Item Type

Vehicle

Vin #

SALSH23476A960844

Title restriction?

 Yes No

Odometer Reading

68071

 Yes

Accurate?

 No Unknown

Year

2006

Make

Model

RANGE ROVER SPORT

Does it Start?

 Yes No With Boost

Does it run?

 Yes No

Color

SILVER

Exterior Condition?

 Good Minor Dents, Dings
Scratches or rust Sever dents, Dings
Scratches or Rust

Interior

 Cloth Leather Other

Interior Condition?

 Good Fair Poor

Additional Comments

2006 LAND ROVER RANGE ROVER SPORT. 4.2L V8 GAS ENGINE, AUTOMATIC TRANSMISSION, BLACK LEATHER INTERIOR, STOCK AM/FM CD STEREO, AC, DUAL AIR BAGS, CRUISE CONTROL, TILT STEERING, REMOTE MIRRORS, CLIMATE CONTROL, POWER STEERING, POWER WINDOWS, POWER DOOR LOCKS, POWER SEATS. VEHICLE HAS SUSPENSION LIGHT ON DASH, NEEDS FRONT AIR COMPRESSOR AND TANK FOR AIR RIDE SUSPENSION.



(Click above to add additional picture)



(Click above to add additional picture)



(Click above to add additional picture)



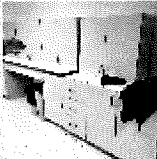




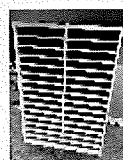

Name: Nicki Bishop


Title: Fiscal Clerk

Phone Number x1285

Location of Item: WARREN COUNTY GARAGE 1433 WEST MAIN STREET LEBANON OHIO 45036

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

ID ↓	INV#	Photo	Short Desc
2991	FAC18008		Lot of 14 light fixtures
2990	FAC18007		Lot of paper towel dispensers.
2989	FAC18006		Wooden Cabinets and counter
2988	CPC17036		Burgundy Upholstered Chairs w/Wood Arms & Legs
2987	FAC18005		Lot of keyboard trays
2986	FAC18004		Lot of chairs
2985	FAC18003		3 work station desks
2984	FAC18002		Metal and wooden shelving units
2983	TRE18001		Metal File cabinets and metal tall cabinet

ID ↓	INV#	Photo	Short Desc
2982	FAC18001		Large lot of cubicles

Warren County Facilities Management

GovDeals #

JUV17007

430 South East Street
513-695-1463

Michael D. Shadoan
Director

GovDeals Item Inspection Form

Juvenile

Date: Dec 25, 2017

007

(2) HP Printers



Select Item Type

Lot of Multiple Items

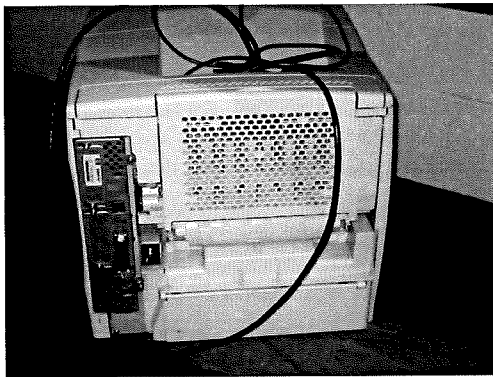
Qty	Brand	Model	Working Condition Y/N	Description
1	HP	4250a	Unk	Laser Jet Printer
1	HP	5550	Unk	Desk Jet Printer

Additional Comments

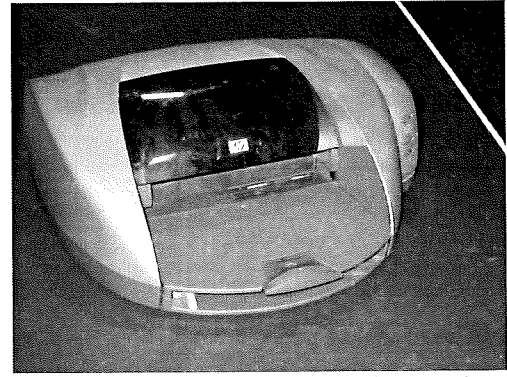
Both printers were removed from service after being replaced - Unknown working condition for both printers



(Click above to add additional picture)



(Click above to add additional picture)



(Click above to add additional picture)

Name: Stephen Johnson

Title: Corrections Officer

Phone Number (513) 695-1392

Location of Item: Juvenile Storage - Silver Street Annex

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

Warren County Facilities Management

GovDeals #

JUV17012

430 South East Street
513-695-1463

Michael D. Shadoan
Director

GovDeals Item Inspection Form

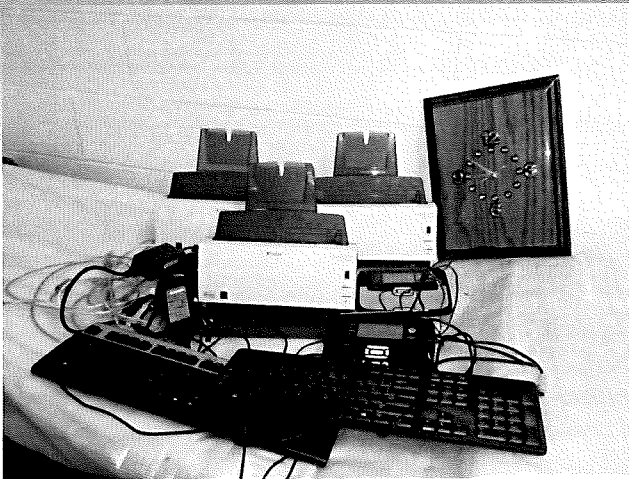
Juvenile

Date:

Dec 27, 2017

012

Misc. Office Items



Select Item Type

Lot of Multiple Items

Qty	Brand	Model	Working Condition Y/N	Description
3	Kodak	Scan Mate	Unk	Scanners - with power cords and cables
2	Radio Shack		Unk	Weather Alert Scanners
1				Wooden Clock - Run on battery
1	Dell			Computer Keyboard
1	HP			Computer Keyboard

Additional Comments

Kodak Scanners and Weather Alert scanners power up (All were recently taken out of service)- Clocks was running wen packed (Battery has been removed to prevent damage) - Unknown condition of keyboards



(Click above to add additional picture)



(Click above to add additional picture)



(Click above to add additional picture)

Name: Stephen Johnson

Title: Corrections Officer

Phone Number (513) 695-1392

Location of Item: Juvenile Storage - Silver Street Annex

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

Warren County Facilities Management

GovDeals #

JUV17013

430 South East Street
513-695-1463

Michael D. Shadoan
Director

GovDeals Item Inspection Form

Juvenile

Date:

Dec 25, 2017

013

Misc. Computer Items



Select Item Type

Lot of Multiple Items

Qty	Brand	Model	Working Condition Y/N	Description
1	HP	1755	Unk	Computer Monitor
1	Dell	P1750St	Unk	Computer Monitor
2	Dell	KB212-B	Unk	Computer Keyboard (with 1 mouse)
1	Logitech	Mk120	Unk	Computer Keyboard(with mouse)

Additional Comments

(2) Monitors, (3) Keyboards, (2) Mouse - Unknown working condition - Unknown when taken out of service.



(Click above to add additional picture)

(Click above to add additional picture)

(Click above to add additional picture)

Name: Stephen Johnson

Title: Corrections Officer

Phone Number (513) 695-1392

Location of Item: Juvenile Storage - Silver Street Annex

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

430 South East Street
513-695-1463

Michael D. Shadoan
Director

GovDeals Item Inspection Form

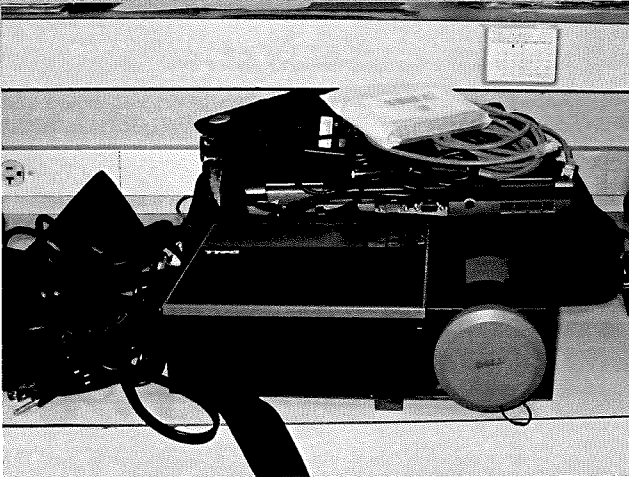
Juvenile

Date:

Dec 25, 2017

014

Dell Laptop and Projector



Select Item Type

Lot of Multiple Items

Qty	Brand	Model	Working Condition Y/N	Description
1	Dell		N	Laptop - Hard Drive removed
1	Dell	1609WX	Unk	Projector with remote

Additional Comments

Hard Drive removed from Laptop / Projector comes with wiring shown and remote - Projector powers up, Lamp lights up, Fan starts / Unknown when both items were taken out of service.



(Click above to add additional picture)



(Click above to add additional picture)



(Click above to add additional picture)

Name: Stephen Johnson

Title: Corrections Officer

Phone Number (513) 695-1392

Location of Item: Juvenile Storage - Silver Street Annex

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

Warren County Facilities Management

GovDeals #

JUV18001

430 South East Street
513-695-1463

Michael D. Shadoan
Director

GovDeals Item Inspection Form

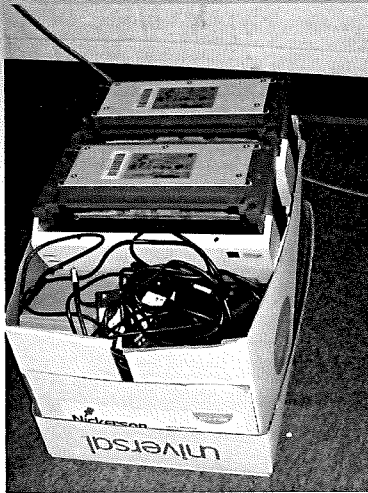
Juvenile

Date:

Jan 7, 2018

001

(Misc. Scanners)



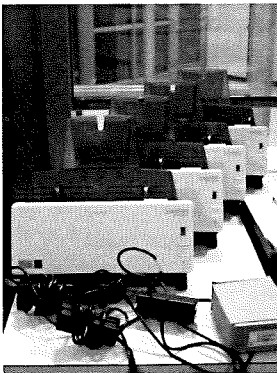
Select Item Type

Lot of Multiple Items

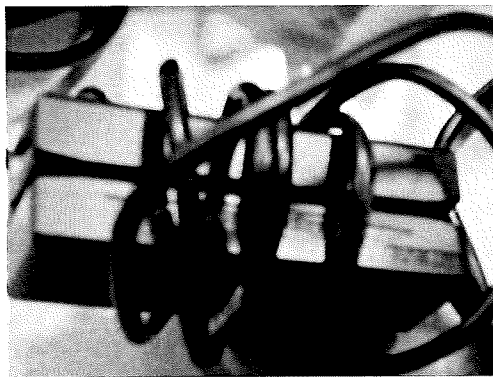
Qty	Brand	Model	Working Condition Y/N	Description
4	Kodak	i1120	UNK	Scan Mate - Includes Power Cords and cables
5	IDTECH		UNK	MiniMag Magnetic Stripe Reader

Additional Comments

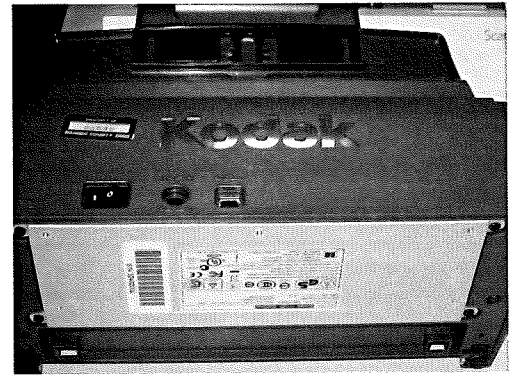
Scan Mates do power up - Unknown working condition on scanners and Magnetic Stripe Readers



(Click above to add additional picture)



(Click above to add additional picture)



(Click above to add additional picture)

Name: Stephen Johnson

Title: Corrections Officer

Phone Number (513) 695-1392

Location of Item: Juvenile Storage - Silver Street Annex

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

430 South East Street
513-695-1463

Michael D. Shadoan
Director

GovDeals Item Inspection Form

Juvenile

Date: Jan 7, 2018

002

Misc. Office Items



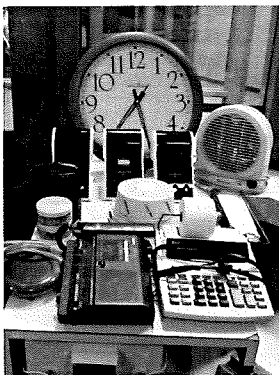
Select Item Type

Lot of Multiple Items

Qty	Brand	Model	Working Condition Y/N	Description
3	SII	440	Unk	Smart Label Printers - with power cords - with refills
1			Y	Bankers Desk Lamp
1			Y	Battery operated wall clock
1	ZipNotes		Y	Memo Dispenser with refill roll
1	Sanyo	TRC-6400	UNK	Memo Scriber with power cord and micro cassettes
3				Ledgers
1	Universal			12-Digit deck calculator
				Misc. Electrical Items
				Misc. power cords and computer cables
				Misc. Paper rolls

Additional Comments

Electrical Items power up - Unknown working condition - One ledger is used and has pages ripped out -



(Click above to add additional picture)



(Click above to add additional picture)

(Click above to add additional picture)

Name: Stephen Johnson

Title: Corrections Officer

Phone Number (513) 695-1392

Location of Item: Juvenile Storage - Silver Street Annex

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

Warren County Facilities Management

GovDeals #

JUV18003

430 South East Street
513-695-1463

Michael D. Shadoan
Director

GovDeals Item Inspection Form

Juvenile

Date:

Jan 7, 2018

003

Plastic / Metal Desk Items



Select Item Type

Single Item

Category

Office Equipment/Supplies

Brand

Misc. Items

Model #

Serial #

Date Removed From Service

1/1/18

Did Item Work When Removed?

Yes

No

Unknown

Additional Comments

Paper Trays - Bins - Desk Organizers - Drawer Organizer - Rolodex card holders - Mauve Blind 22-1/2" X 27" - Calender Holder



(Click above to add additional picture)



(Click above to add additional picture)

(Click above to add additional picture)

Name: Stephen Johnson

Title: Corrections Officer

Phone Number (513) 695-1392

Location of Item: Juvenile Storage - Silver Street Annex

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

Warren County Facilities Management

GovDeals #

MRY17020

430 South East Street
513-695-1463

Michael D. Shadoan
Director

GovDeals Item Inspection Form

Juvenile/Mary Haven

Date:

Dec 25, 2017

020

Ball Chair



Select Item Type

Single Item

Category

Sporting Equipment

Brand

Model #

Serial #

Date Removed From Service

6/14/17

Did Item Work When Removed?

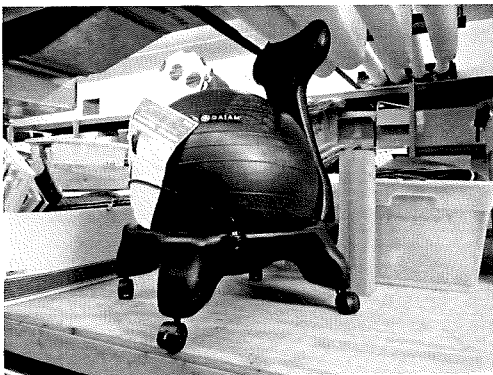
Yes

No

Unknown

Additional Comments

Yoga ball on chair base



(Click above to add additional picture)

(Click above to add additional picture)

(Click above to add additional picture)

Name: Stephen Johnson

Title: Corrections Officer

Phone Number (513) 695-1392

Location of Item: Juvenile Storage - Silver Street Annex

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

430 South East Street
513-695-1463

Michael D. Shadoan
Director

GovDeals Item Inspection Form

Juvenile/Mary Haven

Date:

Dec 25, 2017

023

Portable Computer Desk



Select Item Type

Single Item

Category

Office Equipment/Supplies

Brand

Model #

Serial #

Date Removed From Service

Did Item Work When Removed?

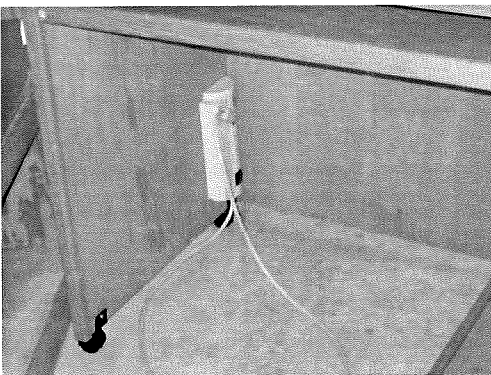
Yes

No

Unknown

Additional Comments

Made of wood products - Keyboard Tray: 34" x 18-1/2" - Desk (at largest measurements): 37-1/2" x 32-1/2" x 42-3/4" - Tower Area: 9" X 23" with area for a tower up to 22" tall - (7) Outlet Power Strip



(Click above to add additional picture)



(Click above to add additional picture)

(Click above to add additional picture)

Name: Stephen Johnson

Title: Corrections Officer

Phone Number (513) 695-1392

Location of Item: Juvenile Storage - Silver Street Annex

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

Warren County Facilities Management

GovDeals #

MRY17026

430 South East Street
513-695-1463

Michael D. Shadoan
Director

GovDeals Item Inspection Form

Juvenile/Mary Haven

Date:

Dec 14, 2017

026

80" Green Couch



Select Item Type

Single Item

Category

Furniture/Furnishings

Brand

Model #

Serial #

Date Removed From Service

12/12/17

Did Item Work When Removed?

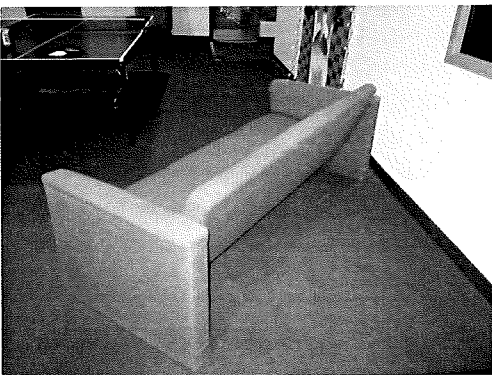
Yes

No

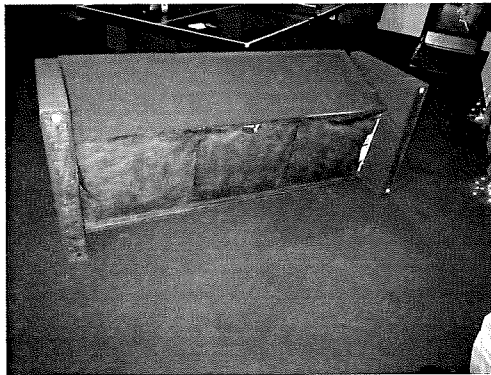
Unknown

Additional Comments

Appears in decent condition - Some wear and discoloration from use



(Click above to add additional picture)



(Click above to add additional picture)

(Click above to add additional picture)

Name: Stephen Johnson

Title: Corrections Officer

Phone Number (513) 695-1392

Location of Item: Juvenile Storage- Silver Street Annex

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

Warren County Facilities Management

GovDeals #

SEW18001

430 South East Street
513-695-1463

Michael D. Shadoan
Director

GovDeals Item Inspection Form

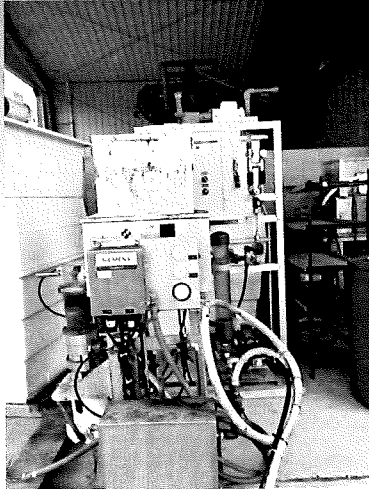
Water & Sewer - Sewer

Date:

1/16/18

001

2-Siemens DP 500 Dry Polymer pump skids



Select Item Type

Single Item

Category

Public Utility Equipment

Brand

Siemens

Model #

DP500

Serial #

Date Removed From Service

12/2017

Did Item Work When Removed?

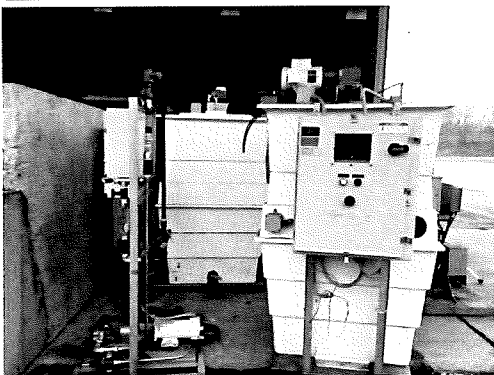
Yes

No

Unknown

Additional Comments

one was taken out of service summer 2017 and the other one was taken out of service on December of 2017



(Click above to add additional picture)

(Click above to add additional picture)

(Click above to add additional picture)

Name: Greg Squire

Title: Supervisor

Phone Number 513 -683 5808

Location of Item: 2086 US RT 22/3 Maineville Ohio 45039

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

Warren County Facilities Management

GovDeals #

SHF17106

430 South East Street
513-695-1463

Michael D. Shadoan
Director

GovDeals Item Inspection Form

Sheriff

Date:

1/3/18

106

Projector & Screen

Select Item Type

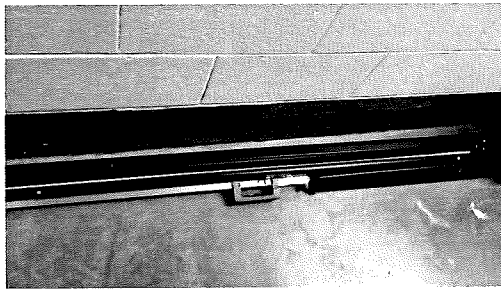
Lot of Multiple Items



Qty	Brand	Model	Working Condition Y/N	Description
1	Mitsubishi	HC10		LCD Projector Serial #0100455
1			Y	Projection Screen

Additional Comments

Projector unknown working condition, appears to be in good condition.



(Click above to add additional picture)

(Click above to add additional picture)

(Click above to add additional picture)

Name: Nicki Bishop

Title: Fiscal Clerk

Phone Number X1285

Location of Item: WCSO

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

Warren County Facilities Management

GovDeals #

SHF17107

430 South East Street
513-695-1463

Michael D. Shadoan
Director

GovDeals Item Inspection Form

Sheriff

Date:

12/18/2017

107

Sony Handycam Vision



Select Item Type

Single Item

Category

Audio/Visual Equipment

Brand

Sony

Model #

CCD-TRV318

Serial #

1329120

Date Removed From Service

Did Item Work When Removed?

Yes

No

Unknown

Additional Comments

Plugged in, seemed to work. Has not been used in awhile.



(Click above to add additional picture)

(Click above to add additional picture)

(Click above to add additional picture)

Name: Nicki Bishop

Title: Fiscal Clerk

Phone Number x1285

Location of Item: WCSO

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

Warren County Facilities Management

GovDeals # SHF17108

430 South East Street
513-695-1463

Michael D. Shadoan
Director

GovDeals Item Inspection Form

Sheriff _____ Date: 12/21/17 _____ 108

Fuji Film Camera, 2 Cannon Powershot Cameras



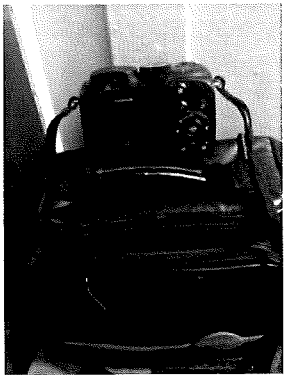
Select Item Type

Lot of Multiple Items

Qty	Brand	Model	Working Condition Y/N	Description
1	Fuji Film	S1500	Y	Fuji Film Finepix S1500 Camera
1	Cannon	S1 IS	Y	Cannon Power Shot S1 IS
1	Cannon	A40	Y	Cannon Power Shot A40

Additional Comments

All cameras seem to work. They have not been used in awhile.



(Click above to add additional picture)



(Click above to add additional picture)



(Click above to add additional picture)

Name: Nicki Bishop Title: Fiscal Clerk Phone Number x1285

Location of Item: WCSO

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

Warren County Facilities Management

GovDeals #

SHF17109

430 South East Street
513-695-1463

Michael D. Shadoan
Director

GovDeals Item Inspection Form

Sheriff _____ Date: 12/21/2017 _____ 109

Sporran



Select Item Type

Single Item

Category Clothing/Linens

Brand _____

Model # _____

Serial # _____

Date Removed From Service _____

Did Item Work When Removed?

Yes

No

Unknown

Additional Comments

Good condition.



(Click above to add additional picture)



(Click above to add additional picture)

(Click above to add additional picture)

Name: Nicki Bishop

Title: Fiscal Clerk

Phone Number x1285

Location of Item: WCSO

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

430 South East Street
513-695-1463

Michael D. Shadoan
Director

GovDeals Item Inspection Form

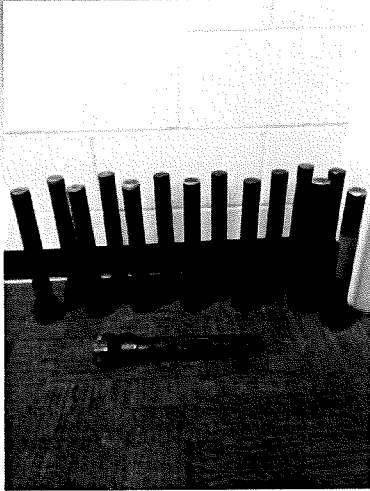
Sheriff

Date:

12/21/2017

110

15 Streamlight Flashlights



Select Item Type

Lot of Multiple Items

Qty	Brand	Model	Working Condition Y/N	Description
15	Streamlight			Streamlight Flashlights

Additional Comments

Working condition unknown.



(Click above to add additional picture)

(Click above to add additional picture)

(Click above to add additional picture)

Name: Nicki Bishop

Title: Fiscal Clerk

Phone Number x1285

Location of Item: WCSO

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

Warren County Facilities Management

430 South East Street
513-695-1463

Michael D. Shadoan
Director

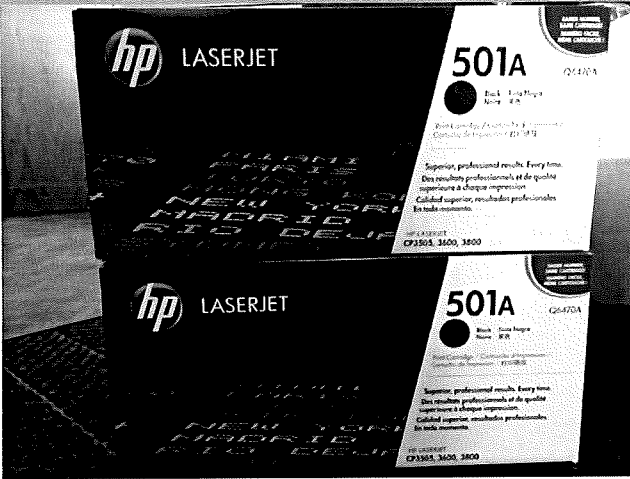
GovDeals Item Inspection Form

Sheriff

Date: 12/21/2017

111

HP LaserJet Toners, Toshiba Toner, File Folders, File Trays



Select Item Type

Lot of Multiple Items

Qty	Brand	Model	Working Condition Y/N	Description
2	HP	Q6470A	Y	2 HP LaserJet Toners (Black)
1	HP	CB504A	Y	1 HP LaserJet Toner (Black)
1	Toshiba	T-1200E		1 Toshiba Toner (Black)
			Y	Multiple File Letter & Legal Size File Folders/Hanging Folders
2			Y	2 Black File Trays

Additional Comments

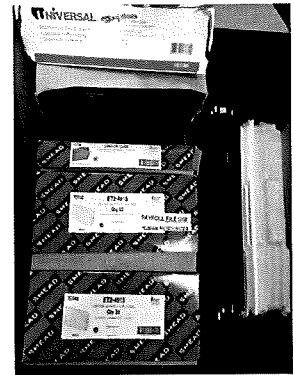
Unopened Toners, with several letter and legal size file folders as well as two black file trays



(Click above to add additional picture)



(Click above to add additional picture)



(Click above to add additional picture)

Name: Nicki Bishop

Title: Fiscal Clerk

Phone Number x1285

Location of Item: WCSO

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

Warren County Facilities Management

GovDeals #

TEL17026

430 South East Street
513-695-1463

Michael D. Shadoan
Director

GovDeals Item Inspection Form

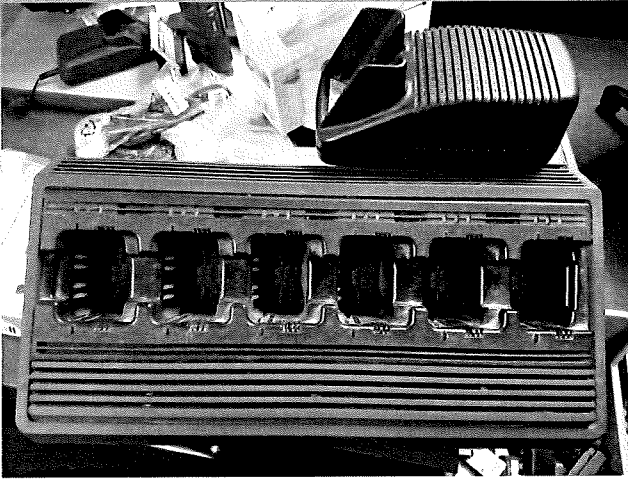
Telecommunications

Date:

Nov 29, 2017

026

Motorola Replacement Cover



Select Item Type

Lot of Multiple Items

Qty	Brand	Model	Working Condition Y/N	Description
12	Motorola	NTN7152B	Y	MTS2000 Model 1 replacement cover
1	Motorola	NTN7154B	Y	MTS2000 Model 3 replacement cover

Additional Comments

No Labels



(Click above to add additional picture)

(Click above to add additional picture)

(Click above to add additional picture)

Name: Becky Trovillo

Title: Admin. Support

Phone Number 513-695-2494

Location of Item: 500 Justice Dr. Lebanon, Ohio 45036

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

430 South East Street
513-695-1463

Michael D. Shadoan
Director

GovDeals Item Inspection Form

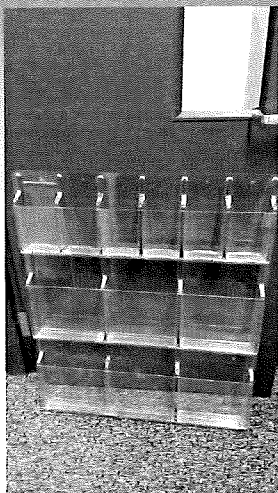
Telecommunications

Date:

Jan 5, 2018

035

Clear Wall-mounted pamphlet holder



Select Item Type

Single Item

Category

Displays and Exhibit Stands

Brand

N/A

Model #

N/A

Serial #

N/A

Date Removed From Service

1/5/18

Did Item Work When Removed?

Yes

No

Unknown

Additional Comments

Top Row: (6) 4.25" Wide Slots, Middle Row: (3) 8.5" Wide Slots, Bottom Row: (3) 8.5" Wide slots. Mounts to wall at top with 2 screws

(Click above to add additional picture)

(Click above to add additional picture)

(Click above to add additional picture)

Name: Becky Trovillo

Title: Admin. Support

Phone Number 513-695-2494

Location of Item: 500 Justice Dr Telecom. Lebanon, Oh

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

Warren County Facilities Management

430 South East Street
513-695-1463

GovDeals # TEL17036

Michael D. Shadoan
Director

GovDeals Item Inspection Form

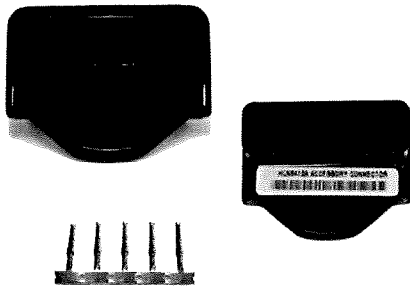
Telecommunications

Date:

Jan 5, 2018

036

Motorola ACC Plug for MCS Mobile Radios



Select Item Type

Lot of Multiple Items

Qty	Brand	Model	Working Condition Y/N	Description
5	Motorola	HLN6412	Y	ACC Plug for MCS Mobile Radios

Additional Comments

HLN6412A - Motorola MCS Accessory Connector Kit

(Click above to add additional picture)

(Click above to add additional picture)

(Click above to add additional picture)

Name: Becky Trovillo

Title: Admin. Support

Phone Number 513-695-2494

Location of Item: 500 Justice Dr. Telecom Lebanon, Oh 45036

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

Warren County Facilities Management

GovDeals #

TEL17037

430 South East Street
513-695-1463

Michael D. Shadoan
Director

GovDeals Item Inspection Form

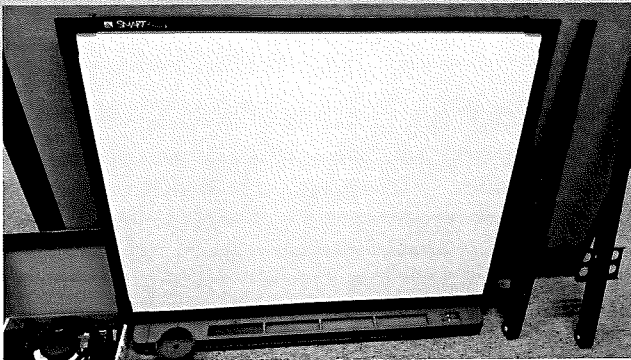
Telecommunications

Date:

Jan 8, 2018

037

Portable Smart Board with Stand attachments & Case



Select Item Type

Single Item

Category

Computers, Parts and Supplies

Brand

Smart

Model #

S Mart SB540-7755

Serial #

Date Removed From Service

1/8/18

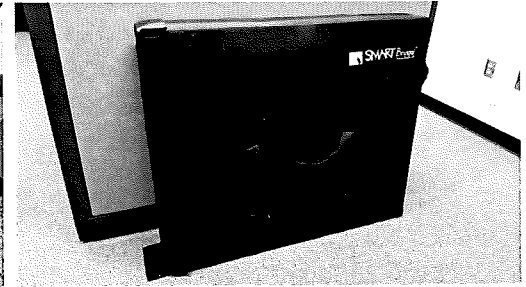
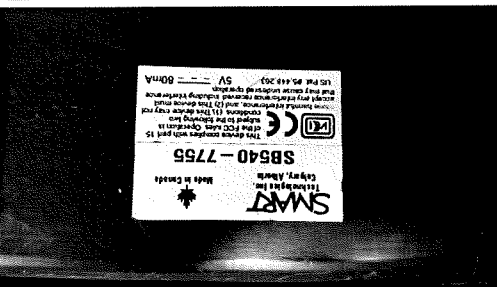
Did Item Work When Removed?

Yes

No

Unknown

Additional Comments



(Click above to add additional picture)

(Click above to add additional picture)

(Click above to add additional picture)

Name: Becky Trovillo

Title: Admin. Support

Phone Number 513-695-2494

Location of Item: 500 Justice Dr. Telecom. Lebanon, Ohio 45036

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

Warren County Facilities Management

GovDeals #

TEL17038

430 South East Street
513-695-1463

Michael D. Shadoan
Director

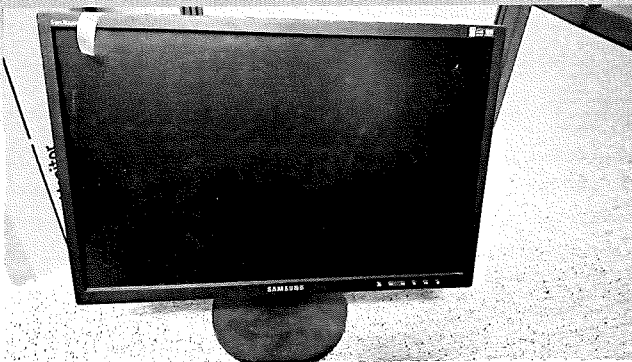
GovDeals Item Inspection Form

Telecommunications

Date: Jan 8, 2018

038

Samsung Monitor 22 in



Select Item Type

Single Item

Category Computers, Parts and Supplies

Brand Samsung

Model # Syncmaster 225BW

Serial # DP22HVMPA01182N

Date Removed From Service 1/8/18

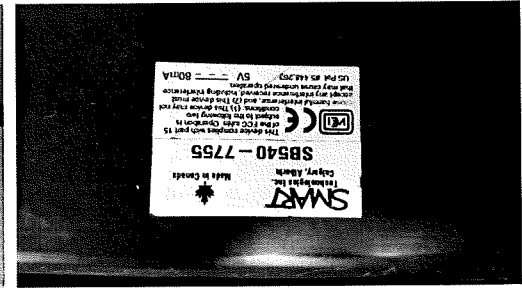
Did Item Work When Removed?

Yes

No

Unknown

Additional Comments



(Click above to add additional picture)

(Click above to add additional picture)

(Click above to add additional picture)

Name: Becky Trovillo

Title: Admin. Support

Phone Number 513-695-2494

Location of Item: 500 Justice Dr. Telecom Lebanon, Ohio 45036

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

Warren County Facilities Management

GovDeals #

TEL17039

430 South East Street
513-695-1463

Michael D. Shadoan
Director

GovDeals Item Inspection Form

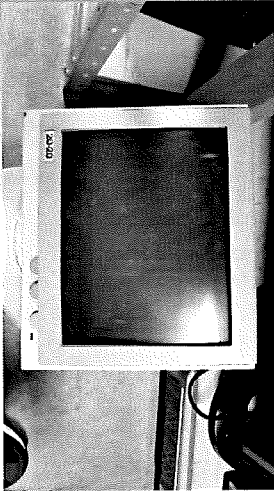
Telecommunications

Date:

Jan 16, 2018

039

Everision Monitor



Select Item Type

Single Item

Category

Computers, Parts and Supplies

Brand

Everision

Model #

Serial #

ATN22477

Date Removed From Service

1/17/18

Did Item Work When Removed?

Yes

No

Unknown

Additional Comments

Worked when last powered on.



(Click above to add additional picture)

(Click above to add additional picture)

(Click above to add additional picture)

Name: Becky Trovillo

Title: Admin. Support

Phone Number 513-695-2494

Location of Item: 500 Justice Dr. Telecom Lebanon, Ohio 45036

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

Warren County Facilities Management

GovDeals #

TEL17040

430 South East Street
513-695-1463

Michael D. Shadoan
Director

GovDeals Item Inspection Form

Telecommunications

Date:

Feb 2, 2018

040

Cisco Catalyst 2960-24TC Switch

Select Item Type

Single Item

Category

Computers, Parts and Supplies

Brand

Cisco

Model #

Catalyst 2960

Serial #

FOC1349X2SP

Date Removed From Service

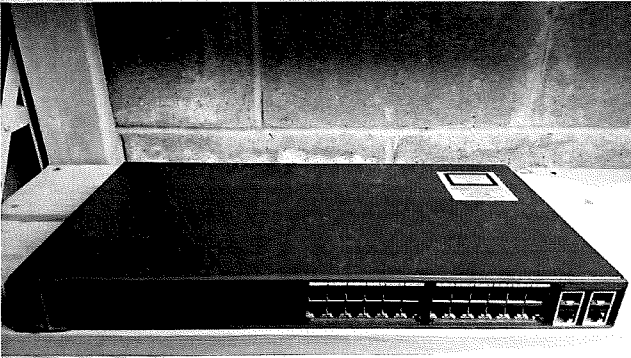
2/2/18

Did Item Work When Removed?

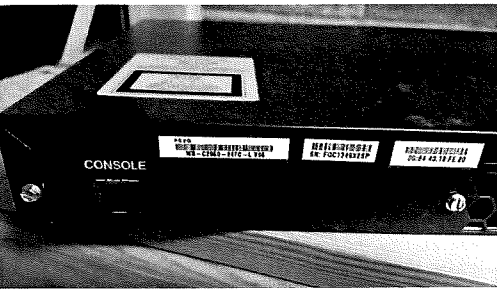
Yes

No

Unknown



Additional Comments



(Click above to add additional picture)

(Click above to add additional picture)

(Click above to add additional picture)

Name: Becky Trovillo

Title: Admin. Support

Phone Number 513-695-2494

Location of Item: 500 Justice Dr. Telecom, Lebanon, oh 45036

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

Warren County Facilities Management

GovDeals #

VET17003

430 South East Street
513-695-1463

Michael D. Shadoan
Director

GovDeals Item Inspection Form

Veterans

Date:

Oct 25, 2017

003

Office Chair

Select Item Type

Single Item

Category

Office Equipment/Supplies

Brand

unknown

Model #

unknown

Serial #

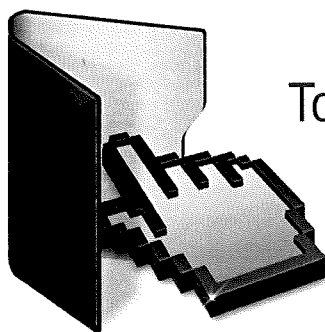
Date Removed From Service

Did Item Work When Removed?

Yes

No

Unknown



Click Here
To Upload Your
First Image

Additional Comments

Black office chair on wheels. Shows wear and tear on armrests and headrest

(Click above to add additional picture)

(Click above to add additional picture)

(Click above to add additional picture)

Name: Justin Smith

Title: Front Desk

Phone Number 513-695-1620

Location of Item: 320 E Silver St, Lebanon, OH 45036

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

Resolution

Number 18-0159

Adopted Date February 08, 2018

SET ADMINISTRATIVE HEARING TO CONSIDER VARIANCE AND APPEAL OF CONDITIONS REQUIRED FOR AN ACCESS PERMIT OF WARREN COUNTY PORT AUTHORITY IN TURTLECREEK TOWNSHIP

BE IT RESOLVED, to set the administrative hearing to consider a Request for Variance and Appeal of Conditions Required for an Access Permit filed by Warren County Port Authority, owner of record, for access to Greentree Road for Parcel # 08133000030 and # 08194000050 in Turtlecreek Township; said public hearing to be held March 6, 2018, at 9:00 a.m. in the County Commissioners Meeting Room, 406 Justice Drive, Lebanon, Ohio 45036.

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

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

Resolution adopted this 8th day of February 2018.

BOARD OF COUNTY COMMISSIONERS



Laura Lander, Deputy Clerk

/tao

cc: Engineer (file)
Public Hearing file
Applicant – Warren County Port Authority
Craig Honkomp – The Kleingers Group
Turtlecreek Township
Bruce McGary

Resolution

Number 18-0160

Adopted Date February 08, 2018

TRANSFER VEHICLE TITLE TO THE WARREN COUNTY PARK BOARD

WHEREAS, the Warren County Board of Commissioners is in possession of a truck that is no longer needed by the Warren County Facilities Management Department; and

WHEREAS, the Warren County Park Board has expressed interest in obtaining said vehicle; and

NOW THEREFORE BE IT RESOLVED, to transfer title of the following vehicle from the Warren County Commissioners to the Warren County Park Board as follows:

2008 FORD F250

VIN #1FTNF20578EC59384

BE IT FURTHER RESOLVED, that at such time the Park Board no longer needs the truck, said truck shall be returned to Warren County for disposal.

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

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

Resolution adopted this 8th day of February 2018.

BOARD OF COUNTY COMMISSIONERS



Laura Lander, Deputy Clerk

/tao

cc: Title Transfer file
Park Board (file)
Facilities Management (file)
Brenda Quillen – Auditor's Office
T. Osborne

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

Resolution

Number 18-0161

Adopted Date February 08, 2018

APPROVE COUNTY MOTOR VEHICLE TAX (CVT-360) FOR THE CITY OF LEBANON
IN THE AMOUNT OF \$92,643.44

BE IT RESOLVED, to approve the following County Motor Vehicle Tax (CVT-360) for the City
of Lebanon.


<u>Project No.</u>	<u>Description</u>	<u>Total Cost</u>	<u>CVT Funds</u>	<u>Other Funds</u>
CVT - 360	2018 Bypass 48 Resurfacing, Ph III		\$92,643.44	

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

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

Resolution adopted this 8th day of February 2018.

BOARD OF COUNTY COMMISSIONERS



Laura Lander, Deputy Clerk

cc: Engineer (file)
City of Lebanon (file)

Resolution

Number 18-0162

Adopted Date February 08, 2018

ENTER INTO CONTRACT WITH RACK & BALLAUER EXCAVATING CO. INC. FOR THE OLD SR 122 AND TOWNSHIP LINE ROAD INTERSECTION IMPROVEMENTS PROJECT (WAR-CR230/CR 134-3.14/0.54)

WHEREAS, pursuant to Resolution #18-0057, adopted January 23, 2018, this Board approved a Notice of Intent to Award Bid for the Old SR 122 and Township Line Road Intersection Improvements Project (WAR-CR230/CR 134-3.14/0.54) to Rack & Ballauer Excavating Co. Inc., for the Base Bid & Alternate #3, for a total bid price of \$1,378,704.02; and

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

NOW THEREFORE BE IT RESOLVED, to enter into contract with Rack & Ballauer Excavating Co. Inc., 11321 Paddy's Run Road, Hamilton, Ohio, for said project, for the Base Bid & Alternate #3, for a total bid price of \$1,378,704.02; as attached hereto and made a part hereof.

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

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

Resolution adopted this 8th day of February 2018.

BOARD OF COUNTY COMMISSIONERS



Laura Lander, Deputy Clerk

EH\

cc: c/a—Rack & Ballauer Excavating Co. Inc.
Engineer (file)
OMB Bid file

CONTRACT

THIS AGREEMENT, made this 8 day of February, 2018, with the Warren County Board of Commissioners, 406 Justice Drive, Lebanon, Ohio hereinafter called "Owner" and Rack & Ballauer Excavating Co., Inc., 11321 Paddy's Run Road, Hamilton, Ohio, doing businesses as (an individual, partner, a corporation) hereinafter called "Contractor."

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

**Old SR 122 & Township Line Rd Intersection Improvements Project (WAR-CR230/CR 134-3.14/0.54),
Base Bid & Alternate #3**

hereinafter called the project, for the sum of \$1,378,704.02 (One million three hundred seventy eight thousand seven hundred four dollars and two cents) and all work in connection therewith, under the terms as stated in the Conditions of the Contract; and as his/her (it's or their) own proper cost and expense furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, Conditions of the Contract, the Specifications and Contract Documents. "Contract Documents" means and includes the following:

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

The CONTRACTOR hereby agrees to commence work under this contract on or before a date to be specified in a Written "Notice to Proceed" of the OWNER, and to fully complete the project is 16 weeks after the written Notice to Proceed has been issued from Warren County and ODOT and a preconstruction meeting has been held. The Contractor further agrees to pay, as liquidated damages, the sum of \$600.00 for each consecutive calendar day thereafter.

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

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

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

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

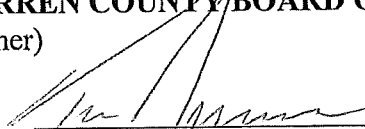
The OWNER agrees to pay the CONTRACTOR in the manner and at such times as set forth in the General Provisions such amounts as required by the Contract Documents.

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

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


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

WARREN COUNTY BOARD OF COMMISSIONERS
(Owner)



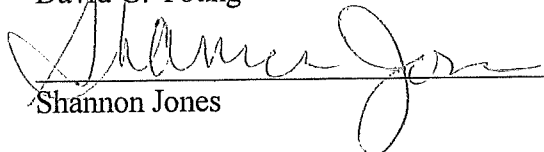
Tom Grossmann, President

ATTEST:



Name


David G. Young




Shannon Jones

RACK & BALLAUER EXCAVATING CO., INC.
11321 PADDY'S RUN RD. (Crosby Twp.)
(Seal) HAMILTON, OH 45013

ATTEST:

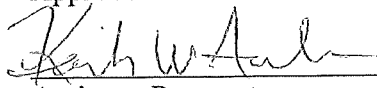


RACK & BALLAUER EXCAVATING CO. INC.
(Contractor)

By: 

Name and Title
Scott Rack, VP

Approved as to Form:



Assistant Prosecutor

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

Resolution

Number 18-0163

Adopted Date February 08, 2018

ENTER INTO A CONSULTING SERVICES CONTRACT FOR ENGINEERING DESIGN SERVICES WITH STRAND ASSOCIATES, INC. ON BEHALF OF THE WARREN COUNTY ENGINEER'S OFFICE

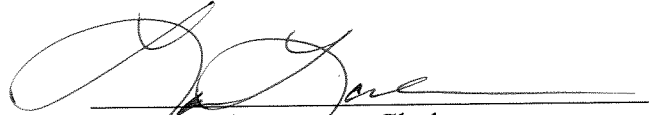
BE IT RESOLVED, to enter into a Traffic Engineering Services contract with Strand Associates, Inc., 615 Elsinore Place, Suite 320, Cincinnati, OH 45202 for the Lytle-Five Points-Bunnell Hill Road Roundabout Project. Copy of said contract attached hereto and made a part hereof.

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

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

Resolution adopted this 8th day of February 2018.

BOARD OF COUNTY COMMISSIONERS



Laura Lander, Deputy Clerk

cc: c/a – Strand Associates, Inc.
Engineer (file)

**CONSULTING SERVICES CONTRACT FOR
ENGINEERING DESIGN SERVICES
LYTLE-FIVE POINTS ROAD – BUNNELL-HILL ROAD ROUNDABOUT**

THIS IS AN AGREEMENT, made as of the date stated below, between the Warren County Board of Commissioners, 406 Justice Drive, Lebanon, Ohio 45036 hereinafter referred to as the "OWNER," on behalf of the Warren County Engineer, hereinafter referred to as the "COUNTY ENGINEER" and Strand Associates, Inc., 615 Elsinore Place, Suite 320, Cincinnati, Ohio 45202, a Corporation organized, duly licensed and existing under the laws of the State of Ohio, hereinafter referred to as the "ENGINEER."

COUNTY ENGINEER intends to construct a roundabout at the Lytle-Five Points Road – Bunnell-Hill Road Intersection, hereinafter referred to as the PROJECT. In order to proceed with the PROJECT, Traffic Engineering Services must be completed, which are part of services to be provided by ENGINEER.

OWNER and ENGINEER in consideration of their mutual covenants herein agree in respect of the performance of professional Design Engineering Services by ENGINEER and the payment for those services by OWNER as set forth below.

ENGINEER shall provide professional Engineering Services for COUNTY ENGINEER in all phases of the Project to which this Agreement applies, serve as COUNTY ENGINEER'S professional Traffic Engineering representative for the Project as set forth below and shall give professional Traffic Engineering consultation and advice to COUNTY ENGINEER during the performance of services hereunder.

SECTION 1 - BASIC SERVICES OF ENGINEER

- 1.1 ENGINEER shall perform professional services as hereinafter stated, which include customary civil and traffic engineering services incidental thereto.
- 1.2 ENGINEER shall perform tasks for the PROJECT in accordance with the scope of services attached and made a part of this contract and identified as Exhibit 1, hereinafter referred to as "Basic Services".
- 1.3 ENGINEER shall furnish to the COUNTY ENGINEER one copy of all electronic files regarding the PROJECT on a compact disk.

SECTION 2 - ADDITIONAL SERVICES OF CONSULTANT

- 2.1 If authorized in writing by OWNER and COUNTY ENGINEER, ENGINEER shall furnish or obtain from others Additional Services, which are not considered normal or customary Basic Services. Such services are set forth in Exhibit 1, and identified as "if authorized" services.

SECTION 3 - COUNTY ENGINEER'S RESPONSIBILITIES

COUNTY ENGINEER shall:

- 3.1 Provide all criteria and full information as to COUNTY ENGINEER'S requirements for the Project.
- 3.2 Assist ENGINEER by placing at his disposal all available information pertinent to the Project.
- 3.3 Furnish ENGINEER, as required for performance of ENGINEER'S Basic Services, data prepared by or services of others, including without limitation laboratory tests and inspections of samples, materials and equipment; appropriate professional interpretations of all of the foregoing; property, boundary, easement, right-of-way, topographic and utility surveys; property descriptions; zoning, deed and other land use restrictions, all of which ENGINEER may rely upon in performing his/her services.
- 3.4 Arrange for access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform his/her services.
- 3.5 Give prompt written notice to ENGINEER whenever COUNTY ENGINEER observes or otherwise becomes aware of any development that affects the scope or timing of ENGINEER'S services, or any defect in the work of the ENGINEER.
- 3.6 Furnish, or direct ENGINEER to provide, upon approval of OWNER, necessary Additional Services as stipulated in Section 2 of this Agreement or other services as required.
- 3.7 Bear all costs incidental to compliance with the requirements of this Section 3.

SECTION 4 - PERIOD OF SERVICE

- 4.1 The provisions of this Section 4 and the various rates of compensation for ENGINEER'S services provided for elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project. ENGINEER'S obligation to render services hereunder will extend for the period of time that may reasonably be required for the Traffic Engineering Services of the PROJECT, including extra work and required extensions thereto.

SECTION 5 - PAYMENTS TO ENGINEER

5.1 Methods of Payment for Services and Expenses of ENGINEER

- 5.1.1 For Basic Services. OWNER shall pay ENGINEER for Basic Services rendered under Section 1 as follows:
 - 5.1.1.1 The ENGINEER agrees to provide the Basic Services set forth in Section 1 hereof to the COUNTY ENGINEER for the PROJECT, for a **lump sum fee of \$ 108,567.00.**
 - 5.1.1.2 For Additional Services, OWNER shall pay ENGINEER for Additional Services rendered under Section 2 as set forth in Exhibit 1, attached to and made a part of this Agreement, for a lump sum fee of \$10,704.00.

5.2 Times of Payments

- 5.2.1 ENGINEER shall submit monthly progress reports for Basic and Additional Services rendered. The progress reports will be based upon ENGINEER'S estimate of the proportion of the total services actually completed at the time of billing. No payment will be processed

without a monthly progress report. OWNER shall make prompt monthly payments in response to ENGINEER'S monthly statements.

5.3 Other Provisions Concerning Payments

5.3.1 If OWNER fails to make any payment due ENGINEER for services and expenses within sixty (60) days after receipt of ENGINEER'S statement therefore, the amounts due ENGINEER shall include a charge at the rate of one percent (1%) per month from said 60th day, and in addition, ENGINEER may, after giving seven days written notice to OWNER, suspend services under this Agreement until he has been paid in full all amounts due for services and expenses.

5.3.2 Records of ENGINEER'S Salary Costs pertinent to ENGINEER'S compensation under this Agreement will be kept in accordance with generally accepted accounting practices. Copies will be made available to OWNER and COUNTY ENGINEER upon request prior to final payment for ENGINEER'S services.

5.4 Definitions

5.4.1 The Payroll Costs used as a basis for payment mean salaries and wages (basic and incentive) paid to all personnel engaged directly on the PROJECT, including, but not limited to the following; engineers, architects, surveyors, designers, draftsmen, specification writers, estimators, all other technical personnel, stenographers, typists and clerks; plus the cost of unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, sick leave, vacation and holiday pay applicable thereto.

SECTION 6 - GENERAL CONSIDERATIONS

6.1 Termination

The obligation to provide services under this Agreement may be terminated by either party upon thirty (30) days' written notice by certified mail, return receipt requested, in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. If this agreement is terminated, ENGINEER shall be paid for services performed to the termination date.

6.2 Reuse of Documents

All documents including reports and maps prepared by Engineer pursuant to this Agreement are instruments of service as part of the PROJECT. They are not intended or represented to be suitable for reuse by COUNTY ENGINEER or others on extensions of the PROJECT or any other project. Any reuse without written verification or adaptation by ENGINEER for the specific purpose intended will be at OWNER or COUNTY ENGINEER'S risk and without liability or legal exposure to ENGINEER. Any verification or adaptation requested by OWNER or COUNTY ENGINEER to be performed by ENGINEER will entitle ENGINEER to further compensation at rates to be agreed upon by OWNER, COUNTY ENGINEER and ENGINEER.

6.3 Controlling Law and Venue

This Agreement is to be governed by the law of the State of Ohio. The venue for any disputes hereunder shall be Warren County, Ohio.

6.4 Successors and Assigns

- 6.4.1 OWNER, COUNTY ENGINEER and ENGINEER each bind himself and his partners, successors, executors, administrators, assigns and legal representatives to the other party to this Agreement and to the partners, successors, executors, administrators, assigns and legal representatives of such other party in respect to all covenants, agreements and obligations of this Agreement.
- 6.4.2 Neither OWNER nor ENGINEER nor COUNTY ENGINEER shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except as stated in paragraph 6.4.1 and except to the extent that the effect of this limitation may be restricted by law. 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 contained in this paragraph shall prevent ENGINEER from employing such independent consultants, associates and subcontractors as he may deem appropriate to assist him in the performance of services hereunder.
- 6.4.3 Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than OWNER, COUNTY ENGINEER and ENGINEER.

6.5 Modification or Amendment

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

6.6 Construction

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

6.7 Waiver

No waiver by either party of any breach of any provision of this Contract shall be deemed to be a further or continuing waiver of any breach of any other provision of this Contract. The failure of either party at any time or times to require performance of any provision of this Contract shall in no manner affect such party's right to enforce the same at a later time.

6.8 Relationship of Parties

The parties shall be independent contractors to each other in connection with the performance of their respective obligations under this Contract.

6.9 Parties

Whenever the terms "OWNER", "COUNTY ENGINEER" AND "ENGINEER" are used herein, these terms shall include without exception the employees, agents, successors, assigns and/or authorized representatives of OWNER, COUNTY ENGINEER and ENGINEER.

6.10 Headings

Paragraph headings in this Contract are for the purposes of convenience and identification and shall not be used to interpret or construe this Contract.

6.11 Notices

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

TO: Warren County Commissioners Attn. Tiffany Zindel, County Administrator 406 Justice Drive Lebanon, Ohio 45036 Ph. 513-695-1250	Warren County Engineer's Office Attn. Neil F. Tunison, County Engineer 210 W Main Street Lebanon, Ohio 45036 Ph. 513-695-3309
---	---

Strand Associates, Inc.
Attn: Jeff Heimann, P.E.
615 Elsinore Place, Suite 320
Cincinnati, OH 45202
Ph. 513-861-5600

6.12 Insurance

ENGINEER shall carry comprehensive general and professional liability insurance providing single limit coverage, with no interruption of coverage during the entire term of this Contract. ENGINEER 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 contract is terminated, ENGINEER 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 Contract. ENGINEER shall provide COUNTY ENGINEER with a certificate of insurance evidencing such coverage, which further requires and provides for thirty (30) days written notice of cancellation or non-renewal to COUNTY ENGINEER. Cancellation or non-renewal of insurance shall be grounds to terminate this Contract.

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

SECTION 7 - SPECIAL PROVISIONS, EXHIBITS and SCHEDULES

The following Exhibits are attached to and made a part of this Agreement:

Exhibit 1

SECTION 8 - ENTIRE AGREEMENT

This Agreement (consisting of pages 1 to 7, inclusive), together with the Exhibit and schedules identified above constitute the entire agreement between OWNER and ENGINEER and supersede all prior written or oral understandings. This Agreement and said Exhibit and schedules may only be amended, supplemented, modified or canceled by a duly executed written

instrument, signed by all parties.

SECTION 9 – INDEMNIFICATION

ENGINEER will defend, indemnify, protect, and save OWNER and COUNTY ENGINEER from any and all kinds of loss, claims, expenses, causes of action, costs, damages, and other obligations, financial or otherwise, arising from (a) negligent, reckless, or willful and wanton acts, errors or omissions by ENGINEER, its agents, employees, licensees, contractors, or subcontractors pursuant to the performance of services under this agreement; (b) the failure of ENGINEER, 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 ENGINEER, its agents, employees, licensees, contractor or subcontractors that result in injury to persons or damage to property.

[the balance of this page is intentionally left blank]

SECTION 10 – EXECUTION

ENGINEER :

IN EXECUTION WHEREOF, Strand Associates, Inc., a Wisconsin corporation for profit, has caused this Agreement to be executed on the date stated below by Matthew S. Richards, whose title is Corporate Secretary, pursuant to a corporate Resolution authorizing such act.

SIGNATURE: *Matthew S. Richards*
PRINTED NAME: Matthew S. Richards
TITLE: Corporate Secretary
DATE: 1/24/18

OWNER:

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 on the date stated below by Tom Grossmann, its President, pursuant to Resolution No. 18-0163 dated 2/8/18.

**WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS**

SIGNATURE: *Tom Grossmann*
PRINTED NAME: Tom Grossmann
TITLE: President
DATE: 2/8/18

RECOMMENDED BY:

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

By: *Neil F. Tunison*
Neil F. Tunison, P.E., P.S.

APPROVED AS TO FORM:

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

By: *David P. Fornshell*
Assistant Prosecuting Attorney

Exhibit 1

Scope of Services Lytle-Five Points Road (CR 46) and Bunnell Hill Road (TR 128) Roundabout

Strand Associates, Inc.® (ENGINEER) will provide the following services to the Warren County Engineer (COUNTY ENGINEER).

1. Prepare a concept exhibit for the realignment of Red Lion Five Points Road approach to the intersection with Bunnell Hill Road. The deliverable will be on 11"x17" plan sheet with proposed linework shown on a scaled aerial.
2. Prepare 50 percent design drawings and submit design drawings to COUNTY ENGINEER in PDF format. The following drawings will be included:
 - a. Title Sheet
 - b. General Notes
 - c. Schematic Sheet
 - d. Roundabout Geometric Layout
 - e. Typical Sections
 - f. Maintenance of Traffic General Notes
 - g. Plan and Profile
 - h. Cross Sections (including driveway profiles as half sections)
 - i. Miscellaneous Details
 - j. Storm Sewer Profiles
 - k. Culvert Extension Details (two concrete box culverts)
 - l. Pavement Marking Sheet
 - m. Signing Sheet
3. Calculate quantities and develop an opinion of probable construction cost (OPCC) listing bid items, unit prices, and total cost based on the 50 percent design drawings. The OPCC will be prepared using historical bid data as the basis for unit prices.
4. Update the 50 percent design drawings to address one compiled set of comments from COUNTY ENGINEER.

5. Prepare 90 percent design drawings and submit design drawings to COUNTY ENGINEER in PDF format. In addition to the updated 50 percent design drawings, the following drawings will be included:
 - a. Detour Sheet
 - b. Lighting Sheet (conduit routing only)
 - c. Landscape Sheet
6. Calculate quantities and develop an OPCC listing bid items, unit prices, and total cost based on the 90 percent design drawings. The OPCC will be prepared using historical bid data as the basis for unit prices.
7. Update the 90 percent design drawings to address one compiled set of comments from COUNTY ENGINEER.
8. Prepare final design drawings and submit design drawings to COUNTY ENGINEER in PDF format and CADD files in AutoCAD format.
9. Prepare final list of bid items and OPCC. Files will be provided in Microsoft Excel and PDF format.
10. Prepare up to nine preliminary standard highway easement exhibits for COUNTY ENGINEER's use in discussions with property owners. Exhibits will be prepared on 8.5"x11" sheets and provided in PDF format.
11. Prepare up to nine final standard highway easement exhibits to address on set of compiled comments from COUNTY ENGINEER. Exhibits will be prepared on 8.5"x11" sheets and provided in PDF format.
12. Prepare up to nine legal descriptions. Legal descriptions will be provided in Microsoft Word and PDF format.
13. Set permanent monument at section corner located in existing intersection. Task does not include uncovering existing monument or re-establishing section corner if existing monument cannot be found.
14. Attend up to three project meetings. Anticipated meetings include:

- a. Initial meeting to discuss potential impacts with affected utilities.
 - b. 50 percent review meeting with COUNTY ENGINEER.
 - c. 90 percent review meeting with COUNTY ENGINEER.
15. Prepare for and attend one public involvement meeting. Prepare two poster board exhibits and one SimTraffic simulation of existing conditions. Meeting shall be advertised and facilitated by COUNTY ENGINEER.
16. IF AUTHORIZED: If the project will be constructed under traffic then maintenance of traffic drawings will be required. ENGINEER will prepare the following drawings for inclusion in the 50 percent submittal, and update the drawings for subsequent submittals to address comments received from COUNTY ENGINEER.
 - a. Additional Maintenance of Traffic General Notes, including Sequence of Construction Note
 - b. Maintenance of Traffic Typical Sections
 - c. Maintenance of Traffic Drawings for four phases

Schedule

ENGINEER will provide all deliverables as listed in the Scope of Services on or before December 31, 2018.

Compensation

COUNTY ENGINEER shall compensate ENGINEER for Authorized Services a lump sum of \$108,567. COUNTY ENGINEER shall compensate ENGINEER for If Authorized Services an additional lump sum of \$10,704.

Lytle-Five Points Rd (CR 46) and Bunnell Hill Rd (TR 128) Roundabout

Scope Item Number	Task Description	Estimated Hours	Estimated Fee
1	Project Start Up Red Lion Five Pts Evaluation Review of Traffic Analysis	32	\$4,948
2, 3	50% Design, Drawings, and OPCC	305	\$38,414
4, 5, 6	90% Design, Drawings, and OPCC	208	\$26,892
7, 8, 9	Final Design, Drawings, and OPCC	83	\$10,278
10, 11	Standard Highway Easement Exhibits (9)	76	\$8,641
12	Legal Descriptions (9)	26	\$2,946
13	Set Monument at Section Corner	20	\$2,200
14	Project Meetings (3)	24	\$3,173
15	Public Involvement Preparation and Meeting	80	\$11,074
Total Authorized		854	\$108,567
16	Maintenance of Traffic Phasing and Drawings	90	\$10,704
Total If Authorized		90	\$10,704

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

Resolution

Number 18-0164

Adopted Date February 08, 2018

APPROVE AND ENTER INTO AGREEMENT WITH BASTIAN LEGAL LLC FOR PUBLIC DEFENDER SERVICES WITHIN COUNTY COURT


BE IT RESOLVED, to approve and enter into contract with the Bastian Legal LLC for reimbursement for 2018 public defender services; said agreement attached hereto and made a part hereof.

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

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

Resolution adopted this 8th day of February 2018.

BOARD OF COUNTY COMMISSIONERS



Laura Lander, Deputy Clerk

cc: c/a—Bastian Legal LLC
Ohio Public Defender Office
County Court (file)
Commissioners file
T. Zindel
R. Crisenbery

Personal Servs. Contract – Warren Cty. Court Public Defender, Lebanon, OH

This Personal Services Contract for the County Court's Public Defender (this "Agreement") is entered into between the Warren County Board of Commissioners, hereinafter referred to as the "County," and Eliot G. Bastian, Esq. d/b/a Bastian Legal, LLC, Fed Tax Id No. 47-2026170, whose professional office and mailing address is 3812 Hanover Drive, Mason, Ohio 45040 (who has a second office at 300 E. Business Way, Suite 200, Cincinnati, OH 45241, Tel: (513) 702-2625, Fax: (513) 247-6199), hereinafter referred to as the "Public Defender." The parties hereto agree that:

RECITALS:

WHEREAS, the County requires the services of one or more Public Defenders in the Warren County Court; and

WHEREAS, Eliot G. Bastian, Attorney, meets the professional eligibility requirements and desires to provide the services as one of the Public Defenders of the Warren County Court, a/k/a the Area 1 Court, and hereinafter referred to as "the Court;" and

NOW, THEREFORE, for the mutual consideration recited herein, the parties agree to the following terms, conditions and obligations:

I. DUTIES OF THE PUBLIC DEFENDER:

The Public Defender will competently and professionally provide legal representation in cases where the Public Defender is appointed by the Court to represent indigent adults charged with loss of liberty offenses under state statutory laws, as well as comply with the Ohio Rules of Professional Conduct; be present in Court during regularly scheduled public defender Court sessions and when requested with reasonable notice by Warren County Court Judges, judicial designee, assignment commissioner or County Court Clerk; carry out all applicable orders of the Court; and be available for telephone consultation during non-business hours. The Public Defender will reasonably determine the method, details, and means of performing the services. The Public Defender's primary duties & obligations are to the client. Public Defender shall be solely responsible for any expenses incurred in performance of his services under this Agreement, including without limitation supplying all of his own computer equipment, office supplies and any other materials, professional apparel, and transportation required to perform the services under this Agreement.

The Public Defender will promptly or in a timely manner complete all necessary reports upon the completion of each case, and cause the same to be promptly provided to the Court for forwarding to the Warren County Auditor in order so that the County may secure the appropriate percentage reimbursement from the Ohio Public Defender Commission.

II. TERM:

This Agreement shall become effective on February 1, 2018, and shall remain in force and effect indefinitely, from year to year, unless otherwise terminated as provided herein.

III. POLICY OF NON-DISCRIMINATION:

The Public Defender will act in a nondiscriminatory manner, and will not discriminate with regard to the race, color, national origin, religion, age, sex, and/or handicap of the client.

IV. RELATIONSHIP OF PARTIES:

The parties shall be independent contractors to each other in connection with the performance of their respective obligations under this Agreement and in his duties to client. The Public Defender expressly acknowledges and agrees that the services to be performed in accordance with this Agreement shall be as an independent contractor, and not as an employee of the Court or the County, which is a material condition of this Agreement. The Public Defender further acknowledges and agrees that with respect to any payments made to him hereunder that the Payroll and Accounting Department of the County Auditor's Office will issue a form 1099-MISC to the Public Defender who will be solely responsible for his own income tax obligations including but not limited to being subject to Self-Employment Tax, and the Payroll and Accounting Department of the County Auditor's Office shall not: (i) withhold or pay FICA (Social Security & Medicare) or other federal, state or local income or other taxes or charges for the Public Defender; (ii) withhold or make contributions 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. The Public Defender also acknowledges that as an independent contractor, he 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 the Court or the 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.

The Public Defender shall complete the form W-9 [Request for Taxpayer Identification Number and Certification] attached hereto and return the completed original of this form with this Agreement to the County. Public Defender signed and mailed Agreement today.

The Public Defender shall also complete OPERS' form PEDACKN [Independent Contractor Acknowledgment] attached hereto and return the completed original of the form with this Agreement to the County. By execution of said OPERS form, the Public Defender acknowledges that the Court and County have informed him that the County has classified him as an independent contractor and not a public employee for the services to be performed hereunder, and that no contributions to OPERS will be made on his behalf for such services. In the event the Public Defender timely requests a determination by OPERS, or OPERS *sua sponte* determines that Public Defender is a public employee and subject to the mandates of the Ohio Public Employment Retirement System, the County may elect to terminate this Agreement at any time and whereupon all rights and obligations herein shall be held null and void. The Public Defender also mailed the OPERS and W-9 forms today.



V. GOVERNING LAW AND VENUE:

This Agreement shall be construed in accordance with, and the legal relations between the parties shall be governed by the laws of the State of Ohio as applicable to contracts executed and fully performed in the State of Ohio. The parties stipulate that venue for litigation over all matters arising out of this Agreement shall exclusively be in the Warren County Court of Common Pleas and the parties further waive the right to have any litigation arising out of this Agreement initiated or removed to any other state or federal court.

VI. CONFLICT OF INTEREST:

The Public Defender and the County covenant that neither presently has any interest and shall not acquire any interest, direct or indirect, which would conflict in any manner with the performances of services required under this Agreement. No members of, nor delegates to, the Congress of the United States of America, and no resident commissioner nor County official shall share in any part thereof or any benefits arising therefrom. But if the Public Defender is faced with conflicts of interest or with a client, he will notify the Court of same.

VII. INDEMNIFICATION:

The Public Defender providing services pursuant to this Agreement shall, for the purposes of allocation of liability to third parties, be deemed to be acting under his own direction and control and not under the direction and control of any other party to this Agreement, and the Public Defender shall assume the risk of any liability to third parties arising from his conduct, acts or omissions in normal course of duties as counsel to client. In the event of any claim or action arising from any circumstances to which this Agreement applies, and whether or not a reservation of rights is made, the parties, as a condition of this Agreement, shall give their full cooperation to any party defending such a claim or action. In the event of any litigation under this Agreement, each party pays their own legal fees.

VIII. PARTIES:

Whenever the term the "County" is used herein, this term shall include without exception the successors, assigns, and/or authorized representatives of the County. Whenever the term the "Public Defender" is used, this term shall be limited to the person or firm identified as the Public Defender under this Agreement, and shall not include any agents, employees, representatives, successor or assigns, as this Agreement is not assignable unless agreed to.

IX. COMPLIANCE WITH LAWS AND REGULATIONS:

In providing all services pursuant to this Agreement, the parties shall abide by all statutes, ordinances, rules and regulations, pertaining to or regulating the applicable provisions, if any, of Public Defender services, including, but not limited to, Chapter 120 of the Ohio Revised Code. The parties shall act in good faith to each other in their stated obligations.

X. COMPENSATION:

The Public Defender shall be compensated at the following rate for services rendered under this Agreement:

Twenty-Two Thousand and Eight Dollars (**\$22,008.00**) per year, payable in equal monthly installments (**\$1,834.00**) during the term of this Agreement unless otherwise agreed to.

XI. INSURANCE:

The Public Defender shall carry professional liability and malpractice insurance providing single limit coverage, with no interruption of coverage during the entire term of this Agreement. The Public Defender further agrees that in the event his professional liability and malpractice policies are maintained on a "claims made" basis, and in the event that this Agreement is terminated, the Public Defender shall continue such policies in effect (or purchase a tail policy) for the period of any statute or statutes of limitation applicable to claims thereby insured, notwithstanding the termination of this Agreement. The policies of insurance referenced herein shall expressly provide thirty (30) days' notice of cancellation or non-renewal to the County, c/o: Warren County Administrator, 406 Justice Drive, Lebanon, OH 45036. The Public Defender shall provide the County with certificates of insurance evidencing such insurance coverage and return such certificates with this Agreement to the County. Failure to produce or maintain valid certifications of insurance, or cancellation or non-renewal of insurance shall be grounds for automatic termination of this Agreement without delay. A true and accurate copy of the Dec Page has been provided.

XII. LICENSURE:

The Public Defender shall maintain in good standing his license to practice law in the State of Ohio, which includes all necessary CLEs & fees & shall immediately report to the Court any involuntary suspension or termination of his license to practice law in this or any other state. Involuntary suspension or termination of the Public Defender's license in this or any other state shall be grounds for automatic termination of this Agreement without delay.

XIII. ENTIRE AGREEMENT:

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

XIV. MODIFICATION OR AMENDMENT:

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



XV. CONSTRUCTION:

Should any portion of this Agreement be deemed unenforceable by any administrative or judicial officer or tribunal of competent jurisdiction, the balance of this Agreement shall remain in full force and effect unless revised or terminated pursuant to any other section of this Agreement. The parties may from time to time agree to modify terms in a later writing.

XVI. WAIVER:

No waiver by either party of any breach of any provision of this Agreement shall be deemed to be a further or continuing waiver of any breach of any other provision of this Agreement. The failure of either party at any time or times to require performance of a provision of this Agreement shall in no manner affect such party's right to enforce the same at a later time.

XVII. ASSIGNMENT, SUCCESSORS AND ASSIGNS:

Neither party shall assign any of its rights or delegate any of its duties under this Agreement without written consent of the other. Subject to the above provision, this Agreement shall be binding on the successors & assigns of the parties. The parties have read this Agreement.

XVIII. HEADINGS:

Paragraph headings in this Agreement are for the purposes of convenience and identification and shall not be used to interpret or construe this Agreement.

XIX. NOTICES:

All notices required to be given herein shall be in writing and shall be sent to the following respective addresses (Public Defender has included his contact info and Federal Tax ID):

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

TO: Name: Eliot G. Bastian, Esq.
Firm: Bastian Legal, LLC
Fed Tax ID: 47-2026170
Address: 3812 Hanover Drive
Address: Mason, Ohio 45040
Email: Eliotbastian@gmail.com
Telephone: (513) 702-2625
Facsimile: (513) 247-6199
E-mail: Eliotbastian@gmail.com



XX. TERMINATION:

This Agreement may be terminated by either party with or without cause with thirty (30) days' written notice to the other party. The thirty (30) days shall begin on the day of mailing. The parties can later mutually agree to more time depending on the circumstances.

XXI. AVAILABILITY OF FUNDS:

The signatures of the County to this Agreement is certification that the funds required for this Agreement will be available as required herein, for each appropriation period through the end of the term of this Agreement.

XXII. EXECUTION:

IN EXECUTION WHEREOF, the parties hereto have executed this Agreement by and on the dates shown below.

This Agreement is entered into by Resolution No. 18-0164 of the Warren County Board of Commissioners dated February 8, 2018.

COUNTY:

SIGNATURE: [Signature]

NAME: Tom Grossmann

TITLE: President

DATE: 2/8/18

Witness:

SIGNATURE: [Signature]

NAME: deputy prosecutor

DATE: 1/21/18

Approved as to form by:

PUBLIC DEFENDER

SIGNATURE: [Signature]

NAME: Eliot G. Bastian, Esq.

DATE: 01-20-2018

OH Bar No. 0071209

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

[Signature]
By: BRUCE A. McGARY, Asst. Prosecutor

A true & accurate copy of this fully-executed & approved Agreement have been sent to all parties.



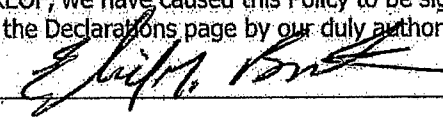
Issuing Company:
National Liability & Fire Insurance Company
Stamford, Connecticut

DECLARATIONS

Attaching To and Forming a Part of Policy No. :	Renewal Policy No. : LP104070
---	-------------------------------

ITEM 1	NAMED INSURED: Bastian Legal, LLC ADDRESS: 3812 Hanover Dr Mason, OH 45040-2227								
ITEM 2	PREDECESSOR FIRMS: N/A								
ITEM 3	POLICY PERIOD: From 10/08/2017 To 10/08/2018 Both days at 12:01 a.m. at the mailing address of the Named Insured as shown here.								
ITEM 4	RETROACTIVE DATE: 10/08/2014 This insurance will not apply to any act, error, or omission which occurred prior to the date indicated here.								
ITEM 5	LIMITS OF LIABILITY: PER CLAIM: \$ 250,000 AGGREGATE: \$ 750,000								
ITEM 6	DEDUCTIBLE: PER CLAIM \$ 1,000 AGGREGATE: \$ N/A								
ITEM 7	ANNUAL PREMIUM: \$1,573								
ITEM 8	POLICY FORM: ATY-0001-00-0116								
ITEM 9	ENDORSEMENT SCHEDULE: <table border="1"> <thead> <tr> <th>FORM NO.</th> <th>ENDORSEMENT NAME</th> </tr> </thead> <tbody> <tr> <td>ATY-1002-00-0116</td> <td>Area Of Practice And Specific Services Sub-Limit Endorsement</td> </tr> <tr> <td>ATY-2015-00-0116</td> <td>Economic Sanctions Exclusion</td> </tr> <tr> <td>ATY-9001-OH-0116</td> <td>Ohio Amendatory Endorsement</td> </tr> </tbody> </table>	FORM NO.	ENDORSEMENT NAME	ATY-1002-00-0116	Area Of Practice And Specific Services Sub-Limit Endorsement	ATY-2015-00-0116	Economic Sanctions Exclusion	ATY-9001-OH-0116	Ohio Amendatory Endorsement
FORM NO.	ENDORSEMENT NAME								
ATY-1002-00-0116	Area Of Practice And Specific Services Sub-Limit Endorsement								
ATY-2015-00-0116	Economic Sanctions Exclusion								
ATY-9001-OH-0116	Ohio Amendatory Endorsement								
ITEM 10	PRODUCER: C&R Insurance Agency Inc 987 Old Eagle School Rd Ste 715 Wayne, PA 19087-1708								
ITEM 11	IF YOU HAVE QUESTIONS, PLEASE CALL: 1-877-728-8776								

IN WITNESS WHEREOF, we have caused this Policy to be signed by our president and secretary and countersigned where required by law on the Declarations page by our duly authorized representative.

Countersigned By:  Dated: 10-02-2017

Eliot G. Bastian, R.N., Esq.
Attorney-at-Law
513.702-2625 (C)
513.247-6199 (F)
eliotbastian@gmail.com

January 20, 2018

Via First Class Mail

Ms. Tiffany Zindel
Warren County Administrator
406 Justice Drive
Lebanon, Ohio 45036
Tiffany.Zindel@co.warren.oh.us
513-695-1241 (P)
513-695-2547 (F)

Re: Personal Services Contract With Warren County Commrs. As Public Defender.

Dear Ms. Zindel:

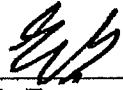
Thank you for all of your efforts in getting this matter done. I really appreciate it. Enclosed is the original Contract signed by me with w-9, OPERS form, business cards & Declaration Page in re to my firm's insurance. Like any other attorney or party to a proposed agreement, I did review and made mostly non-substantive changes to the Agreement as to form, typos, grammar and to clarify the terms. The main notable change I made was from 45- to 30-day notice of termination.

Please review and if acceptable, forward to my enclosed address a fully-executed copy of this Agreement and any other forms that you believe would be helpful in my completing my duties.

I look forward to working with you, Melissa, the Court & clients. I will thank Tom and Shannon.

Very truly yours,

BASTIAN LEGAL, LLC

/s/ Eliot G. Bastian 
Eliot G. Bastian, R.N., Esq.

egb/(w/encls.)

cc:

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

Resolution

Number 18-0165

Adopted Date February 08, 2018

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

BE IT RESOLVED, to approve and authorize the President of the Board to enter into a Non-Profit Participation Contract for the Springboro Expo 2018 with the following institution, as attached hereto and made part hereof:

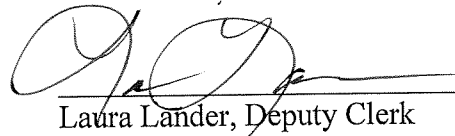
Springboro Area Chamber of Commerce
325 South Main Street
Springboro, Ohio 45066

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

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

Resolution adopted this 8th day of February 2018.

BOARD OF COUNTY COMMISSIONERS

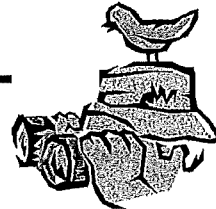


Laura Lander, Deputy Clerk

/mbf

cc: c/a – OhioMeansJobs
OhioMeansJobs (file)

EXPO 2018 CONTRACT



PLEASE NOTE: Each business participating in EXPO must complete this entire Contract prior to registering and be a Chamber member in good standing.

PLEASE NOTE: Event set-up is required on Friday, March 16th, 4:30-8PM.

Exhibitor: Ohio Means Jobs Waway County

Main Contact Name: Matt Feltz

Business Phone Number: 513 695 3032 Cell Phone Number: 513 535 9814

Email: feltzm6@ohioworkforce.com

Name of Person Working Booth: Michael Stern

Mobile of Person Working Booth: 513 535 9814

Email of Person Working Booth: Sternj@ohioworkforce.com

Exhibitor Booth has one table and two chairs. Extra tables can be rented at \$15 per table. Limit is 2 extra tables per booth - # of extra _____

Nonprofit Organizations are placed in the hallway by gymnasiums. Space comes with one table and two chairs. No additional tables are permitted due to space.

Would you like to be a EXPO Sponsor? Check the box below:

- Major-RESERVED
 Grand Prize-RESERVED
 Diamond/\$1000
 Platinum/\$500
 Gold/\$300
 Silver/\$150

What will you be displaying at EXPO?

Handouts

PLEASE NOTE: Booths with electricity. Power to booths is 110 volts only, no 220.

Door Prize: Each exhibitor must provide a door prize with a value of \$50 or greater. You will also need to provide supplies for your raffle including: Entry forms, pens, and a container to collect the entries. Exhibitor draws a winner and contacts them during or after the event. Entry forms can be used as lead following the event.

Please note: no coupons or discounts permitted.

Please list your Door Prize:

Gift Card

EXPO 101 Breakfast—Thursday, February 1st, 7:30-9:00 AM at Heatherwoode. Attendance at the EXPO 101 Breakfast is strongly recommended for all Exhibitors and is a must for first time participants. This is an informational session that is designed to help exhibitors to understand how the event works, and to answer any questions you may have. A full-sized booth will be set up, and the "Trick of the Tradeshow" Presentation will be offered. This is also an excellent networking opportunity!

The EXPO 101 Breakfast is \$12 if you pay on this form and \$14 online. **Please read Exhibitor Rules and Regulations Page on back and provide signature.**

For Office Use Only:

Business
(booth in gymnasium)

Nonprofit
(hallway table only)

Date: _____

Booth # _____

Booth Cost \$ _____

Extra Table \$ _____

Sponsorship \$ _____

Breakfast \$ _____

Total \$ _____

Payment:

Check # _____

Credit Card

Cash

Billed

Page 2 Rules Page

Signed by Exhibitor

Kid's Activity?

Yes No

List EXPO 101 Breakfast Attendees:

Exhibitor Rules & Regulations:

1. **Booth Ownership:** Each booth is assigned and rented by one business ONLY. Booth owners are not permitted to sublet their booth, or share space with another business owner.
2. **EXPO Times:** Hometown EXPO 'That Spring Thing' on will be held on **Saturday, March 17 between 10:00 AM and 3:00 PM at Springboro High School. Networking Hour is from 9-10.** All Exhibitors must be present and ready at booth by 9:00 AM on event day.
3. **Set Up Times:** Exhibitors are required to set up on **Friday, March 16 between 4:30 PM and 8:00 PM.** Doors will open to Exhibitors for final touch up of exhibits on Saturday, March 17 at 8:00 AM. **Be ready for Networking Hour from 9:00 AM—10:00 AM.**
4. **Booth Supervision:** Please do not leave your booth unattended. Volunteers will be available throughout the event to give bathroom breaks to single owners. We recommend each exhibitor has at least two people working the booth during the event.
5. **Exhibits:** Each Exhibitor will install an attractive display. Please note the following points:
 - Please stay inside your booth parameters. No wandering solicitation will be permitted. Meet and network with other Exhibitors.
 - Hand lettered signage is not permitted.
 - Displays must be confined within the boundaries of the booth, and not interfering with the sight line of neighboring booths.
 - All materials must conform to fire regulations.
 - Exhibits may NOT use water or other materials that could damage the school flooring.
 - No live pets are permitted in the building and thus are not permitted as part of exhibits.
 - No sound-emitting devices other than audio visual equipment is permitted. Sound/lighting must not disturb neighboring booths.
6. **School Regulations:** Please remember that we are using a Springboro Community City Schools District building. We ask that Exhibitors do not bring alcohol, tobacco products, drugs, or any item deemed unsuitable for use within a school building.
7. **End of Event:** Event ends at 3:00 PM. This contract specifically prohibits the Exhibitor from dismantling, or removing an exhibit before 3:00 PM. **Any exhibitor closing their booth early will be charged a \$100 fine, and may be barred from future events.** All items must be completely removed by 5:00 PM. Trash bags will be provided, but all trash removal, including table covers and signage, is the responsibility of the booth owner.
8. **Cancellation by Exhibitor:** Exhibitors must cancel their booth by **Friday, February 2** to receive a full refund. **PLEASE NOTE: Sponsorship dollars are non-refundable.**
9. **Cancellation by the Chamber:** If for any reason the Chamber shall fail to open EXPO 2018, due to strikes, fires, casualties, acts of God, or other causes beyond the Chamber's control, then it shall not be in any manner financially liable to the Exhibitor.
10. **The Springboro Chamber of Commerce reserves the right to:**
 - reject or prohibit any exhibit, or part thereof, which in its opinion is not suitable with the character of the event without refund.
 - remove any exhibitor who cannot or will not comply with the rules and regulations of the event without refund.
 - enforce all above said rules and regulations and has the right to adopt and enforce further rules as deemed necessary.

Exhibitor Statement: I have read the EXPO 2018 rules and agree to comply. Print Name: Tom Grossman
Signed: [Signature] Date: 2/8/18

APPROVED AS TO FORM
[Signature]
Keith W. Anderson
Asst. Prosecuting Attorney

PURCHASE ORDER FILE INQUIRY
 PURCHASE ORDER#. 24072
 EXPENDED AMT. .00
 FUND..... 258
 SUB-FUND.....
 FUNCTION..... 5800
 OBJECT..... 910
 SUB-ACCOUNT..
 VENDOR NUMBER 72216
 APPROVAL DATE 1/05/18
 BLANKET PO... NO
 CANCELLATION. 0/00/00
 P.O. AMOUNT.. 55.00

FAOI25-FAS20

TRAN CODE. 0001 GENERAL PO TRANSACTION
 ORIGINAL MEMO.. REGISTRATION FEE EXPO 2018
 WORKFORCE INVESTMENT ACT FUND
 *NONE
 WORKFORCE INVESTMENT
 OTHER EXPENSE
 *NONE

55.00 REMAINING AMOUNT

Name... SPRINGBORO CHAMBER OF COMMERCE
 Address 325 SOUTH MAIN ST
 SPRINGBORO, OH 45066

LAST MEMO.. CHG AMT

	<u>QUANTITY</u>	<u>ITEM DESCRIPTION</u>	<u>PRICE</u>
1		REGISTRATION FEE	50.00
2		SPRINGBORO EXPO 2018	
3		PO CHG #1 INCREASE 1/26/18 JS	5.00

F3-RETURN

ROLLUP/ROLLDOWN-CHANGE PAGE

Resolution

Number 18-0166

Adopted Date February 08, 2018

AUTHORIZE PRESIDENT OF BOARD TO SIGN THE TASK COMPLETION REPORT 51
WITH TRITECH SOFTWARE SYSTEMS ON BEHALF OF WARREN COUNTY
TELECOMMUNICATIONS

WHEREAS, Paul Kindell, Director of Telecommunications, has reviewed, verified and recommended that the Board of County Commissioners sign the TriTech Software Systems Task Completion Report 51; and

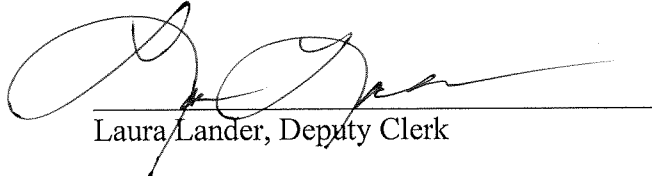
NOW THEREFORE BE IT RESOLVED, to authorize President of the Board to sign the TriTech Software Systems Task Completion Report 51 , as attached hereto and made a part hereof.

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

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

Resolution adopted this 8th day of February 2018.

BOARD OF COUNTY COMMISSIONERS



Laura Lander, Deputy Clerk

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



Warren County Sales Order 6395 Task Completion Report 51

Effective Date: 02/01/2018

The purpose of the Task Completion Report (this "Document") is to document the mutual agreement between TriTech and the Client on the items listed in this report, in reference to **CAD/Mobile/RMS/Jail Implementation Project for the Warren County – Sales Order 6395**.

Acknowledgement: JMS FAT

Document Referenced: WCSO Inform Jail 5 - FAT

Resource: Allen Anderson

Project Manager: Jameson Gartner

SOW: WarrenCo_CADMobile_RMSFBR_Jail_SOW v4

Client Resources: Jonathan Denniston, Kevin White, Brian Payne and Katy Farmer

Dates: January 30-31 2018

31 JAN 3:19 PM

All items, other than the deferred below, were passed by the above Client Resources.

7.8.4.1 Task Description

The Inform Jail Functional Acceptance Testing follows a standard approach and format. An Inform Jail Business Analyst performs the acceptance testing with the Client, prior to the start of End User Training. This process will be based on the standard TriTech FAT documents. The FAT documents have a standard content and format. The standard TriTech FAT documents will be sent to the Client for review prior to conducting the tests. The FAT results are documented in a TCR for verification and approval by the Client. Upon completion of FAT, the Client and TriTech will review the list of FAT failures (if any), and perform an assessment of the errors and determine the timeline for remedying the issues (pre versus post Go Live).

TriTech will repeat any specific failed FAT tests following the correction of any issues which has caused the test to fail. This process will not include a repeat of the entire tests.

Deferred Test:

5.3.20- Mugshot Capture—Client does not have camera connected. TriTech action is to install TIPS server. Go Live requirement

Approval of this Task Completion Report does not generate an invoice related to this Project.

The Client is responsible to approve this Task Completion Report within 10 business days, or provide a written notification to TriTech detailing the reason that this document cannot be approved. Lack of approval by the Client within this timeframe will not result in default or automatic approval of the document. However, any delays in approval process may have a cascading impact on project timelines.

Please sign, scan and return this document to TriTech via e-mail PDF attachment to Jameson Gartner (jameson.gartner@tritech.com)

Approvals			
Client Project Manager	Print Name:	<u>Tom Grossmann</u>	
	Signature:	<u>[Signature]</u>	Date: <u>2/8/18</u>
TriTech Project Manager	Print Name:	<u>Jameson Gartner</u>	
	Signature:	<u>[Signature]</u>	Date: <u>02/01/2018</u>

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

Resolution

Number 18-0167

Adopted Date February 08, 2018

APPROVE AGREEMENT AND ADDENDUM WITH DEPARTMENT OF MENTAL HEALTH – FOUNDATIONS FOR LIVING. AS A CHILD PLACEMENT AND RELATED SERVICE PROVIDER FOR THE WARREN COUNTY BOARD OF COUNTY COMMISSIONERS ON BEHALF OF WARREN COUNTY CHILDREN SERVICES

BE IT RESOLVED, to approve and authorize the Warren County Board of Commissioners to enter into the agreement and addendum with Department of Mental Health – Foundations for Living, on behalf of Warren County Children Services, for calendar year 2018, for the services of a child placement and related services provider. Copy of agreement attached hereto and made a part hereof.

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

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

Resolution adopted this 8th day of February 2018.

BOARD OF COUNTY COMMISSIONERS



Laura Lander, Deputy Clerk

jc/

cc: c/a – Department of Mental Health – Foundations for Living
Children Services (file)

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

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

This Agreement is between

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

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

and

hereinafter "Provider," whose address is:

Provider Department of Mental Health - Foundations for Living (Non-ODJFS)		
Street/Mailing Address 1451 Lucas RD		
City Mansfield	State OH	Zip Code 44903

Collectively the "Parties."

Table of Contents

RECITALS	3
ARTICLE I. SCOPE OF PLACEMENT SERVICES	3
Section 1.01 FOR CONTRACTS COMPETITIVELY PROCURED.....	3
Section 1.02 FOR CONTRACTS NOT COMPETITIVELY PROCURED.....	3
Section 1.03 EXHIBITS.....	3
ARTICLE II. TERM OF AGREEMENT	4
ARTICLE III. ORDER OF PRECEDENCE.....	4
ARTICLE IV. DEFINITIONS GOVERNING THIS AGREEMENT.....	4
ARTICLE V. PROVIDER RESPONSIBILITIES.....	5
ARTICLE VI. AGENCY RESPONSIBILITIES.....	6
ARTICLE VII. INVOICING FOR PLACEMENT SERVICES.....	7
ARTICLE VIII. REIMBURSEMENT FOR PLACEMENT SERVICES.....	7
ARTICLE IX. TERMINATION; BREACH AND DEFAULT.....	8
ARTICLE X. RECORDS RETENTION AND CONFIDENTIALITY REQUIREMENTS.....	9
ARTICLE XI. PROVIDER ASSURANCES AND CERTIFICATIONS.....	9
ARTICLE XII. INDEPENDENT CONTRACTOR.....	10
ARTICLE XIII. AUDITS AND OTHER FINANCIAL MATTERS.....	11
ARTICLE XIV. GRIEVANCE /DISPUTE RESOLUTION PROCESS.....	11
ARTICLE XV. AMENDMENTS.....	11
ARTICLE XVI. NOTICE.....	12
ARTICLE XVII. CONSTRUCTION.....	12
ARTICLE XVIII. NO ASSURANCES	12
ARTICLE XIX. CONFLICT OF INTEREST.....	12
ARTICLE XX. INSURANCE.....	13
ARTICLE XXI. INDEMNIFICATION & HOLD HARMLESS.....	14
ARTICLE XXII. SCREENING AND SELECTION.....	14
ARTICLE XXIII. PROHIBITION OF CORPORAL & DEGRADING PUNISHMENT.....	15
ARTICLE XXIV. EXCLUDED PARTIES LIST.....	15
ARTICLE XXV. PUBLIC RECORDS.....	15
ARTICLE XXVI. CHILD SUPPORT ENFORCEMENT.....	15
ARTICLE XXVII. DECLARATION OF PROPERTY TAX DELINQUENCY.....	16
ARTICLE XXVIII. SUBCONTRACTING AND DELEGATION.....	16
ARTICLE XXIX. PROPERTY OF AGENCY.....	16
ARTICLE XXX. WAIVER.....	16
ARTICLE XXXI. NO ADDITIONAL WAIVER IMPLIED.....	16
ARTICLE XXXII. APPLICABLE LAW AND VENUE.....	16
ADDENDA TO THIS AGREEMENT	18

RECITALS

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

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

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

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

Article I. SCOPE OF PLACEMENT SERVICES

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

Section 1.01 FOR CONTRACTS COMPETITIVELY PROCURED

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

Section 1.02 FOR CONTRACTS NOT COMPETITIVELY PROCURED

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

Section 1.03 EXHIBITS

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

- 1) Exhibit I – Scope of Work;
- 2) Exhibit II – Request for Proposals (if applicable);
- 3) Exhibit III – Provider's Response to the Request for Proposals (if applicable); and
- 4) Exhibit IV – Rate Schedule.

Article II. TERM OF AGREEMENT

This Agreement is in effect from **01/01/2018** through **03/31/2019**, unless this Agreement is suspended or terminated pursuant to Article VIII prior to the termination date.

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

Article III. ORDER OF PRECEDENCE

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

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

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

Article IV. DEFINITIONS GOVERNING THIS AGREEMENT

The following definitions govern this Agreement:

- A. Agreement means this Agreement and the addenda thereto.
- B. Material Breach shall mean an act or omission that violates or contravenes an obligation required under the Agreement and which, by itself or together with one or more other breaches, has a negative effect on, or thwarts the purpose of the Agreement as stated herein. A Material Breach shall not include an act or omission, which has a trivial or negligible effect on the quality, quantity, or delivery of the goods and services to be provided under the Agreement.
- C. All other definitions to be resolved through Federal Regulations, OAC 5101:2-1-01 and any related cross-references.

Article V. PROVIDER RESPONSIBILITIES

- A. Provider agrees to participate with Agency in the development and implementation of the case plan including participation in case reviews and/or semi-annual administrative reviews, and the completion of reunification assessments for the children in placement with the Provider.
- B. Provider agrees to submit a progress report as negotiated by the parties for each child. The progress report will be based on the agreed upon services to be delivered to the child and/or family and will include documentation of services provided to the child and/or discharge summary. Failure to submit the progress report may result in a delay of payment, until such time as the Provider complies with the reporting requirements.
- C. Provider agrees that children will not be moved to another foster home or other out-of-home care setting within the Provider's network of available placement services without prior approval or in the event of an emergency, simultaneous notification to the Agency. Notification will include such information as name, address, and phone number of the new foster home or other out-of-home care setting
- D. Provider agrees to notify all Agencies whose children are co-located when any child placed is critically injured or dies in that location immediately or at a minimum within 24 hours through the procedure detailed in the Addendum to the Agreement.
- E. Notification to the Agency of critical incidents must occur immediately through the procedure detailed in the Addendum to the Agreement. Critical incidents are those incidents defined in the Ohio Administrative Code that are applicable to the licensed or certified program (ODJFS 5101:2-9-23; ODMH 5122-30-16, 5122-26-13; ODADAS 3793:2-1-04; DODD 5123:2-17-02).
- 1) Emergency situations include but are not limited to the following:
 - a. Absent Without Leave (AWOL)
 - b. Child Alleging Physical or Sexual Abuse / Neglect
 - c. Death of Child
 - d. Illicit drug / alcohol use; Abuse of medication or toxic substance
 - e. Sudden injury or illness requiring an unplanned medical treatment or visit to the hospital.
 - f. Perpetrator of Delinquent / Criminal Act (Assault, Dangerous Behaviors, Homicidal Behaviors)
 - g. School Expulsion / Suspension (formal action by school)
 - h. Self-Injury (Suicidal Behaviors, Self-Harm Requiring external Medical Treatment, Hospital or ER)
 - i. Victim of assault, neglect, physical or sexual abuse
- F. The Provider also agrees to notify the Agency within Twenty-four (24) hours, of any non-emergency situations. Non-emergency situations include but are not limited to the following:
 - 1) The filing of any law enforcement report involving the child
 - 2) When physical restraint is used/applied.
- G. Written documentation of the emergency and non-emergency situations shall be provided to the Agency within one (1) business day of the initial notification.
- H. The Provider agrees to submit each child's assessment and treatment plans as completed but no later than the 30th day of placement. Provider further agrees to provide treatment planning that will include, but is not limited to, education on or off site, preparation for integration into community based school or vocational/job skills training, community service activities, *independent living skills if age 14 or older*, monitoring and supporting community adjustment.
- I. The Provider agrees to participate in joint planning with the Agency regarding modification to case plan services. Provider agrees that while the Provider may have input into the development of the child's case plan services and the ICCA, any disputes involving services or placement will be resolved through mutual agreement and modification to the ICCA. Provider agrees the Agency is the final authority in the process.
- J. The Provider agrees to provide notice of removal of a child by giving a minimum of 14 calendar days' notice, and to submit a discharge plan summary no later than thirty calendar days after the date of discharge in accordance with the applicable licensed or certified program. (ODJFS 5101:2-5-17; ODMH 5122-30-22 5122-30-04; ODADAS 3793:2-1-04, 3793:2-1-05; DODD 5123:2-7-10, 5123:2-3-05).
- K. The Provider shall work in cooperation and collaboration with the Agency to provide information for each child's Lifebook and will fully comply with the provision of OAC 5101:2-42-67 as applicable to private Providers. Provider's contribution to the Agency Lifebook for a child shall be for the episode of care with the Provider.
- L. The Provider agrees to provide Independent Living Services as set forth in accordance with OAC 5101:2-42-19 for all children age 14 and above.

- M. When applicable, the Provider agrees to visit with the child face-to-face in the foster home, speak privately with the child and to meet with the caregiver at least monthly in accordance with rule 5101:2-42-65 of the Administrative Code.
- N. The Provider agrees to maintain its licenses and certifications from any source in good standing. The Provider agrees to report in writing any change in licensure or certification that negatively impacts such standing immediately if the negative action results in a temporary license, suspension of license or termination of license.
- O. The Provider agrees to notify Agency of any changes in its status, such as intent to merge with another business or to close no later than forty five (45) business days prior to the occurrence.
- P. The Provider agrees that the Agency shall have access to foster parent home studies and re-certifications for foster parents caring for Agency children, subject to confidentiality considerations. The Provider shall submit to Agency a copy of the current foster home license at the time of placement and recertification. Provider also agrees to notify Agency within twenty four (24) hours of any change in the status of the foster home license.
- Q. When there is a rule violation of a caregiver, a copy of the corrective action plan, if applicable, must be submitted to the Agency when the investigation is complete.
- R. The Provider agrees to notify the Agency of scheduling no less than fourteen (14) calendar days prior to of all formal meetings (e.g. FTMs, Treatment Team Meetings, IEPs, etc.).

Article VI. AGENCY RESPONSIBILITIES

- A. Agency certifies that it will comply with the Multiethnic Placement Act, 108 STAT. 3518, as amended by Section 1808 of the Small Business Jobs Protection Act of 1996, 110 STAT. 1755, which prohibits any Agency from denying any person the opportunity to become an adoptive or foster parent on the basis of race, color, national origin, or delaying or denying the placement of a child for adoption or into foster care on the basis of race, color, or national origin of the adoptive or foster parent or of the child involved.
- B. The Agency shall provide a copy of the case plan to the Provider within thirty (30) calendar days of placement or within a reasonable time thereafter as agreed to by the parties. Agency agrees to also provide a copy of each child's social history, medical history, and Medicaid card once obtained by the Agency for new cases or at placement for existing cases.
- C. Agency agrees to participate in the development of the treatment plan of each child placed with the Provider. The Agency acknowledges that clinical treatment decisions must be recommended by licensed clinical professionals. Agency and Provider acknowledge that disagreement with a treatment decision may be taken through the dispute resolution process contained in Article XIII of this Agreement.
- D. Agency agrees to participate in periodic meetings with each child's treatment team for case treatment plan development, review, and revision. The Agency agrees to participate in the development of the treatment plan of each child placed with the Provider by the Agency.
- E. Agency agrees to arrange for the transfer of each child's school records to the child's new school upon placement but not later than ten (10) business days. The Agency agrees to work with the Provider for the timely enrollment of the child in the receiving school district. The Agency has the final responsibility to obtain the child's school records and to enroll the child in the receiving school district.
- F. The Agency shall provide an opportunity for the Provider to give input in the development, substantive amendment or modification of case plans. The Agency agrees to notify the Provider of scheduling no less than fourteen (14) calendar days prior to of all formal meetings (e.g. SARs, court hearings, family team conferences, etc.).
- G. The Agency shall provide a minimum of thirty (30) calendar days' notice for planned removals, to the Provider for each child who is being terminated from placement with the Provider, unless so ordered by a court of competent jurisdiction.
- H. Agency agrees to provide the Provider with an emergency contact on a twenty-four (24) hour, seven (7) day per week basis.
- I. The Agency represents:
 - 1) that it has adequate funds to meet its obligations under this Agreement;
 - 2) that it intends to maintain this Agreement for the full period set forth herein and has no reason to believe that it will not have sufficient funds to enable it to make all payments due hereunder during such period; and
 - 3) that it will make its best effort to obtain the appropriation of any necessary funds during the term of this Agreement.

Article VII. INVOICING FOR PLACEMENT SERVICES

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

Article VIII. REIMBURSEMENT FOR PLACEMENT SERVICES

- A. The maximum amount payable pursuant to this contract is **\$30,000.00**.
- B. In accordance with Schedule A of this Agreement, the per diem for maintenance and the per diem for administration will be paid for each day the child was in placement. The first day of placement will be paid regardless of the time the child was placed. The last day of placement will not be paid regardless of the time the child left the placement.
- C. In accordance with Schedule A of this Agreement and in addition to Maintenance and Administration, the Agency may agree to pay a per diem for Case Management, Other Direct Services, Transportation Administration, Transportation Maintenance, Behavioral Health Care and Other. All other services and/or fees to be paid for shall be contained in the Addendum of this Agreement.
- D. To the extent that the Provider maintains a foster care network, the agreed upon per diem for maintenance shall be the amount paid directly to the foster parent. Maintenance includes the provision of food, clothing, shelter, daily supervision, graduation expenses, a child's personal incidentals, and liability insurance with respect to the child, reasonable cost of travel to the child's home for visitation and reasonable cost of travel for the child to remain in the school the child was enrolled in at the time of placement. Payment for private Agency staff transporting a child to a home visit or keeping the child in their home school will be paid in accordance with Schedule A (Transportation Maintenance) of this Agreement.
- E. If the plan as determined by the Agency is to return the child to placement with the Provider, the Agency may agree to pay for the days that a child is temporarily absent from the direct care of the Provider, as agreed to by the parties in writing.
- F. The Agency agrees to pay for all physical, optical, dental, and behavioral health care services, not covered by Medicaid or other third party payer. Payment shall not exceed the Medicaid allowable rate.
- G. The Agency agrees to pay the Provider for all services agreed to on Schedule A and in the Addendum to this Agreement, where applicable, that have been provided and documented in the child's case file. Agency shall make best efforts to make payment of undisputed charges within thirty (30) business days of receipt. Failure of the Agency to comply with the prompt payment requirement will be part of the dispute resolution process contained in Article XIII.
- H: Agency reserves the right to withhold payment for any portion of an invoice in which it asserts that a discrepancy exists. In such instances, the Agency shall withhold payment only for that portion of the statement with which it disagrees. The Agency shall notify the Provider in a timely manner when there is a billing discrepancy. Once discrepancies are resolved, Provider may re-submit an invoice for the disputed charges within the specified requirements set in Article VI
- I. This Agreement is conditioned upon the availability of federal, state, or local funds appropriated or allocated for

payment for services provided under the terms and conditions of this Agreement. By sole determination of the Agency, if funds are not sufficiently allocated or available for the provision of the services performed by the Provider hereunder, the Agency reserves the right to exercise one of the following alternatives:

- 1) Reduce the utilization of the services provided under this Agreement, without change to the terms and conditions of the Agreement; or
- 2) Issue a notice of intent to terminate the Agreement.

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

The Agency may elect to not make payment of any invoice received 60 business days after the timeframe in accordance with Article VI. Reasonable cause for late submission of an invoice will be considered by the Agency on a case by case basis. Any denial of payment for service(s) rendered may be appealed in writing and will be part of the dispute resolution process contained in Article XIII.

Article IX. TERMINATION; BREACH AND DEFAULT

- A. This Agreement may be terminated for convenience prior to the expiration of the term then in effect by either the Agency or the Provider upon written notification given no less than ninety (90) calendar days in advance by certified mail, return receipt requested, to the last known address of the terminated party shown hereinabove or at such other address as may hereinafter be specified in writing.
- B. If Provider fails to provide the Services as provided in this Agreement for any reason other than Force Majeure, or if Provider otherwise Materially Breaches this Agreement, Agency may consider Provider in default. Agency agrees to give Provider thirty (30) days written notice specifying the nature of the default and its intention to terminate. Provider shall have seven (7) calendar days from receipt of such notice to provide a written plan of action to Agency to cure such default. Agency is required to approve or disapprove such plan within five (5) calendar days of receipt. In the event Provider fails to submit such plan or Agency disapproves such plan, Agency has the option to immediately terminate this Agreement upon written notice to Provider. If Provider fails to cure the default in accordance with an approved plan, then Agency may terminate this Agreement at the end of the thirty (30) day notice period.
- C. Upon the effective date of the termination the Provider agrees that it shall cease work on the terminated activities under this Agreement, take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report as of the date of discharge describing the status of all work under this Agreement, including without limitation, results accomplished, conclusions resulting therefrom, and such other matters as the Agency may require. The Agency agrees to remove all children in placement immediately with the Provider, consistent with the effective termination date. In all instances of termination, the Provider and Agency agree that they shall work in the best interests of children placed with the Provider to secure alternative placements for all children affected by the termination
- D. In the event of termination, the Provider shall be entitled to reimbursement, upon submission of an invoice, for the agreed upon per diem incurred prior to the effective termination date. The reimbursement will be calculated by the Agency based on the per diem set forth in Article VI. The Agency shall receive credit for reimbursement already made when determining the amount owed to the Provider. The Agency is not liable for costs incurred by the Provider after the effective termination date.
- E. Notwithstanding the above, in cases of confirmed allegations of: i) improper or inappropriate activities, ii) loss of required licenses; iii) actions, inactions or behaviors that may result in harm, injury or neglect of a child; iv) unethical business practices or procedures; and v) any other event that Agency deems harmful to the well-being of a child; or vi) loss of funding as set forth in Article V, Agency may immediately terminate this Agreement upon delivery of a written notice of termination to the Provider.
- F. If the Agreement is terminated by Agency due to breach or default of any of the provisions, obligations, or duties embodied therein by the Provider, Agency may exercise any administrative, agreement, equitable, or legal remedies available, without limitation. Any extension of the time periods set forth above shall not be construed as a waiver of any rights or remedies the Agency may have under this Agreement.
- G. In the event of termination under this ARTICLE, both the Provider and the placing Agency shall make good faith efforts to minimize adverse effect on children resulting from the termination of the Agreement.

Article X. RECORDS RETENTION AND CONFIDENTIALITY REQUIREMENTS

- A. The Provider agrees that all records, documents, writings or other information, including, but not limited to, financial records, census records, client records and documentation of legal compliance with Ohio Administrative Code rules, produced by the Provider under this Agreement, and all records, documents, writings or other information, including but not limited to financial, census and client used by the Provider in the performance of this Agreement are treated according to the following terms:
- 1) All records relating to costs, work performed and supporting documentation for invoices submitted to the Agency by the Provider along with copies of all deliverables submitted to the Agency pursuant to this Agreement will be retained for a minimum of three (3) years after reimbursement for services rendered under this Agreement.
 - 2) If an audit, litigation, or other action is initiated during the time period of the Agreement, the Provider shall retain such records until the action is concluded and all issues resolved or three (3) years have expired, whichever is later.
 - 3) All records referred to in Section A 1) of this Article shall be available for inspection and audit by the Agency or other relevant agents of the State of Ohio (including, but not limited to, the County Prosecutor, the Ohio Department of Job and Family Services (ODJFS), the Auditor of the State of Ohio, the Inspector General of Ohio, or any duly authorized law enforcement officials), and the United States Department of Health and Human Services within a reasonable period of time.
- B: The Provider agrees to keep all financial records in a manner consistent with Generally Accepted Accounting Principles.
- C. The Provider agrees to comply with all federal and state laws applicable to the Agency and the confidentiality of the Agency's child and families. Provider understands access to the identities of any Agency's child and families shall only be as necessary for the purpose of performing its responsibilities under this Agreement. No identifying information on child served will be released for research or other publication without the express written consent of the Agency. Provider agrees that the use or disclosure of information concerning the Agency's Child for any purpose not directly related to the administration of this Agreement is prohibited. Provider shall ensure all of the Agency's child and families' documentation is protected and maintained in a secure and safe manner.
- D. The Provider agrees to comply with all applicable state and federal laws related to the confidentiality and transmission of medical records, including, but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- E. Although information about and generated under this Agreement may fall within the public domain, the Provider shall not release information about or related to this Agreement to the general public or media verbally, in writing, or by any electronic means without prior approval from the Agency unless the Provider is required to release requested information by law. Agency reserves the right to announce to the general public and media: award of the Agreement, Agreement terms and conditions, scope of work under the Agreement, deliverables and results obtained under the Agreement, impact of Agreement activities, and assessment of the Provider's performance under the Agreement. Except where Agency approval has been granted in advance, the Provider shall not seek to publicize and will not respond to unsolicited media queries requesting: announcement of Agreement award, Agreement terms and conditions, Agreement scope of work, government-furnished documents the Agency may provide to the Provider to fulfill the Agreement scope of work, deliverables required under the Agreement, results obtained under the Agreement, and impact of Agreement activities.
- F. If contacted by the media about this Agreement, the Provider agrees to notify the Agency in lieu of responding immediately to media queries. Nothing in this section is meant to restrict the Provider from using Agreement information and results to market to specific business prospects.

Article XI. PROVIDER ASSURANCES AND CERTIFICATIONS

- A. As applicable to the Provider's license and/or certification, the Provider certifies compliance with ORC Sections 2151.86, 5103.0328, 5103.0319 and applicable OAC Sections as defined in Article XXI of this Agreement concerning criminal record checks, arrests, convictions and guilty pleas relative to foster caregivers, employees, volunteers who are involved in the care for a child and interns.
- B. To the extent that the Provider maintains a residential center or group home, the Provider agrees to comply with the provisions of their licensing Agency that relates to the operation, safety and maintenance of residential facilities. Specifically, Provider agrees that no firearm or other projectile weapon and no ammunition for such weapons will be kept on the premises.
- C. Provider certifies compliance with Drug Free Work Place Requirements as outlined in 45 C.F.R. Part 76, Subpart F.
- D. Provider certifies compliance with 45 C.F.R. Part 80, Non-Discrimination under programs receiving Federal assistance through the Department of Health and Human Services effectuation of Title VI of the Civil Rights Act of

1964.

- E. Provider certifies compliance with 45 C.F.R. Part 84, Non-Discrimination on the Basis of Handicap in Programs or Activities Receiving Federal Assistance.
- F. Provider certifies compliance 45 C.F.R. Part 90, Non-Discrimination on the Basis of Age in Programs or Activities Receiving Federal Assistance.
- G. Provider certifies compliance with the American with Disabilities Act, Public Law 101-336.
- H. Provider certifies that it will:
 - 1) Provide a copy of its license(s), certification, accreditation or a letter extending an expiring license, certification, or accreditation from the issuer to the Agency prior to the signing of the Agreement.
 - 2) Maintain its license(s), certification, accreditation and that upon receipt of the renewal of its license, certification, and/or accreditation or upon receipt of a letter extending an expiring license, certification, and/or accreditation from the issuer, a copy of the license, certification and/or accreditation will be provided to the Agency within five (5) business days.
 - 3) Provider shall immediately notify the Agency of any action, modification or issue relating to said licensure, accreditation or certification.
- I. Provider certifies that it will not deny or delay services to eligible persons because of the person's race, color, religion, national origin, gender, orientation, disability, or age.
- J. The Provider shall comply with Executive Order 11246, entitled Equal Employment Opportunity, as amended by Executive Order 11375, and as will comply with Executive Order 11246, entitled Equal Employment Opportunity, as amended by Executive Order 11375, and as supplemented in Department of Labor regulation 41 CFR part 60. The parties will comply with Executive Order 11246, entitled Equal Employment Opportunity, as amended by Executive Order 11375, and as supplemented in Department of Labor regulation 41 CFR part 60.
- K. Provider further agrees to comply with OAC 5101:9-2-01 and OAC 5101:9-2-05(4), as applicable, which require that assure that persons with limited English proficiency (LEP) can meaningfully access services. To the extent Provider provides assistance to LEP Childs through the use of an oral or written translator or interpretation services in compliance with this requirement, Childs shall not be required to pay for such assistance.
- L. To the extent applicable, the Provider certifies compliance with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857 (h) Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency Regulations (40 C.F.R. Part 15).
- M. The Provider certifies compliance, where applicable, with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
- N. The Provider certifies that all approvals, licenses, or other qualifications necessary to conduct business in Ohio have been obtained and are current.
- O. Provider shall comply with the Small Business Job Protection Act (Public Law ("P.L.") 104-188), the Howard M. Metzenbaum Placement Act of 1994 (P.L. 103-382), Titles IV-B (42 U.S.C. 620 et seq.) and IV-E (42 U.S.C. 670 et seq.) of the Social Security Act ("the Act"), the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (P.L. 104-193), Section 471(a) of Title IV-E of the Act (42 U.S.C. 671(a)), and 45 C.F.R. 1356, including all rules, regulations and guidelines issued by federal and state authorities, OAC 5101:9-4-07 and OAC 5101:2-47-23.1.

Article XII. INDEPENDENT CONTRACTOR

- A. The Provider and the Agency agree that no employment, joint venture, or partnership has been or will be created between the parties hereto pursuant to the terms and conditions of this Agreement.
- B. The Provider and the Agency agree that the Provider is an independent contractor and assumes all responsibility for any federal, state, municipal, or other tax liabilities along with workers' compensation, unemployment compensation, and insurance premiums which may accrue as a result of compensation received for services or deliverables rendered hereunder

Article XIII. AUDITS AND OTHER FINANCIAL MATTERS

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

Article XIV. GRIEVANCE /DISPUTE RESOLUTION PROCESS

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

Article XV. AMENDMENTS

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

Article XVI. NOTICE

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

if to Agency, to

Warren County Children Services
416 S East St
Lebanon OH 45036

if to Provider , to

Department of Mental Health - Foundations for Living (Non-ODJFS)
1451 Lucas RD
Mansfield OH 44903

Article XVII. CONSTRUCTION

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

Article XVIII. NO ASSURANCES

Provider acknowledges that, by entering into this Agreement, Agency is not making any guarantees or other assurances as to the extent, if any, that Agency shall utilize Provider's services or purchase its goods. In this same regard, this Agreement in no way precludes, prevents, or restricts Provider from obtaining and working under additional arrangement(s) with other parties, assuming the work in no way impedes Provider's ability to perform the services required under this Agreement. Provider warrants that at the time of entering into this Agreement, it has no interest in nor shall it acquire any interest, direct or indirect, in any Agreement that will impede its ability to provide the goods or perform the services under this Agreement.

Article XIX. CONFLICT OF INTEREST

- A. Provider agrees that the Provider, its officers, members and employees, currently have no, nor will they acquire, any interest, whether personal, professional, direct or indirect, which is incompatible, in conflict with or which would compromise the discharge and fulfillment of Provider's functions, duties and responsibilities hereunder. If the Provider, or any of its officers, members or employees acquire any incompatible, conflicting, or compromising personal or professional interest, the Provider shall immediately disclose, in writing, such interest to the Agency. If any such conflict of interest develops, the Provider agrees that the person with the conflicting interest will not participate in any activities related to this Agreement
- B. Provider agrees: (1) to refrain from promising or giving to Agency employees anything of value to manifest improper influence upon the employee; (2) to refrain from conflicts of interest; and, (3) to certify that Provider complies with Ohio Revised Code provisions 102.03, 102.04, 2921.42, 2921.43.

Article XX. INSURANCE

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

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

- A. Commercial general liability insurance policy with coverage contained in the most current Insurance Services Office Occurrence Form CG 00 01 or equivalent with limits of at least One Million Dollars (\$1,000,000.00) per occurrence and One Million Dollars (\$1,000,000.00) in the aggregate and at least One Hundred Thousand Dollars (\$100,000.00) coverage in legal liability fire damage. Coverage will include:
- 1) Additional insured endorsement;
 - 2) Product liability;
 - 3) Blanket contractual liability;
 - 4) Broad form property damage;
 - 5) Severability of interests;
 - 6) Personal injury; and
 - 7) Joint venture as named insured (if applicable).

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

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

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

- E. Workers' Compensation insurance at the statutory limits required by Ohio Revised code.
- F. The Provider further agrees with the following provisions:
- 1) All policies, except workers' compensation and professional liability, will endorse as additional insured the Board of County Commissioners, and Agency and their respective officials, employees, agents, and volunteers, including their Board of Trustees if applicable. The additional insured endorsement shall be on an ACORD or ISO form.
 - 2) The insurance endorsement forms and the certificate of insurance forms will be sent to the Agency Director or Designee. The forms must state the following: "Board of County Commissioners, and Agency and their respective officials, employees, agents, and volunteers are endorsed as additional insured as required by agreement on the commercial general, business auto and umbrella/excess liability policies."
 - 3) Each policy required by this clause shall be endorsed to state that coverage shall not be canceled or materially changed except after thirty (30) calendar days prior written notice given to the Agency Director

- or Designee.
- 4) Provider shall furnish the Agency with original certificates and amendatory endorsements effecting coverage required by this clause. All certificates and endorsements are to be received by the Agency before the Agreement commences. The Agency reserves the right at any time to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.
 - 5) Failure of the Agency to demand such certificate or other evidence of full compliance with these insurance requirements or failure of the Agency to identify a deficiency from evidence provided shall not be construed as a waiver of Provider's obligation to maintain such insurance.
 - 6) Provider shall declare any self-insured retention to the Agency pertaining to liability insurance. Provider shall provide a financial guarantee satisfactory to the Agency guaranteeing payment of losses and related investigations, claims administration and defense expenses for any self-insured retention.
 - 7) If Provider provides insurance coverage under a "claims-made" basis, Provider shall provide evidence of either of the following for each type of insurance which is provided on a claims-made basis: unlimited extended reporting period coverage which allows for an unlimited period of time to report claims from incidents that occurred after the policy's retroactive date and before the end of the policy period (tail coverage), or; continuous coverage from the original retroactive date of coverage. The original retroactive date of coverage means original effective date of the first claim-made policy issued for a similar coverage while Provider was under Agreement with the County on behalf of the Agency.
 - 8) Provider will require all insurance policies in any way related to the work and secured and maintained by Provider to include endorsements stating each underwriter will waive all rights of recovery, under subrogation or otherwise, against the County and the Agency. Provider will require of subcontractors, by appropriate written agreements, similar waivers each in favor of all parties enumerated in this section.
 - 9) Provider, the County, and the Agency agree to fully cooperate, participate, and comply with all reasonable requirements and recommendations of the insurers and insurance brokers issuing or arranging for issuance of the policies required here, in all areas of safety, insurance program administration, claim reporting and investigating and audit procedures.
 - 10) Provider's insurance coverage shall be primary insurance with respect to the County, the Agency, their respective officials, employees, agents, and volunteers. Any insurance maintained by the County or the Agency shall be excess of Provider's insurance and shall not contribute to it.
 - 11) If any of the work or Services contemplated by this Agreement is subcontractors, Provider will ensure that any subcontractors comply with all insurance requirements contained herein.

Article XXI. INDEMNIFICATION & HOLD HARMLESS

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

Article XXII. SCREENING AND SELECTION

A. Criminal Record Check

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

B. Transportation of Child

- 1) Any individual transporting Childs shall possess the following qualifications:
 - a. Prior to allowing an individual to transport a Child, an initial satisfactory Bureau of Motor Vehicle ("BMV") abstract from the State of Ohio (or the state the Provider conducts its business) or other mutually agreed upon documentation and, if applicable, from the individual's state of licensure must be obtained;
 - b. Thereafter, an annual satisfactory BMV abstract report must be obtained from the State of Ohio (or the state the Provider conducts its business) or other mutually agreed upon documentation and, if applicable, from the individual's state of licensure; and
 - c. A current valid driver's license and vehicle insurance must be maintained.
- 2) In addition to the requirements set forth above, Provider shall not permit any individual to transport a Child if:
 - a. the individual has a condition which would affect safe operation of a motor vehicle;
 - b. the individual has six (6) or more points on his/her driver's license; or
 - c. the individual has been convicted of, or pleaded guilty to, a violation of section 4511.19 (Operating vehicle under the influence of alcohol or drugs – OVI or OVUAC) of the Revised Code if the individual previously was convicted of or plead guilty to two or more violations within the three years immediately preceding the current violation.

C. Rehabilitation

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

D. Verification of Job or Volunteer Application:

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

Article XXIII. PROHIBITION OF CORPORAL & DEGRADING PUNISHMENT

Agency prohibits the use of corporal or degrading punishment against child served by Agency.

Article XXIV. EXCLUDED PARTIES LIST

The Excluded Parties List prohibits public agencies from awarding an Agreement for goods, services, or construction, paid for in whole or in part from federal, state and local funds, to an entity identified on the list. By entering into this Agreement, Provider warrants and represents that they are not currently on the Excluded Parties List. Provider shall notify the Agency within ten (10) business days of its notification should the Provider be placed on this Excluded Parties List during any term of the Agreement.

Article XXV. PUBLIC RECORDS

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

Article XXVI. CHILD SUPPORT ENFORCEMENT

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

Article XXVII. DECLARATION OF PROPERTY TAX DELINQUENCY

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

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

Article XXVIII. SUBCONTRACTING AND DELEGATION

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

Article XXIX. PROPERTY OF AGENCY

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

Article XXX. WAIVER

Any waiver by either party of any provision or condition of this Agreement shall not be construed or deemed to be a waiver of any other provision or condition of this Agreement, nor a waiver of a subsequent breach of the same provision or condition.

Article XXXI. NO ADDITIONAL WAIVER IMPLIED

If the Agency or Provider fails to perform any obligations under this Agreement and thereafter such failure is waived by the other party, such waiver shall be limited to the particular matter waived and shall not be deemed to waive any other failure hereunder. Waivers shall not be effective unless in writing.

Article XXXII. APPLICABLE LAW AND VENUE

This Agreement and any modifications, amendments, or alterations, shall be governed, construed, and enforced under the laws of Ohio. Any legal action brought pursuant to the Agreement will be filed in the courts located in Warren County, Ohio.

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

SIGNATURES OF PARTIES:

Provider: <i>Karen Spires</i>	Date <i>1/25/18</i>
Printed Name Department of Mental Health - Foundations for Living (Non-ODJFS)	
Agency: <i>Suannm Dale</i>	
Printed Name Warren County Children Services	Date <i>1-29-18</i>

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by the President of the Warren County Board of Commissioners, pursuant to Resolution Number *18-0167*, dated *2/18/18*.

SIGNATURES

[Signature]

President
Warren County Board of Commissioners

2/18/18
Date

Approved as to Form:

[Signature]

Kathryn M. Horvath
Assistant Prosecuting Attorney

PURCHASE ORDER FILE INQUIRY

FA0125-FAS20

PURCHASE ORDER#. 22324
EXPENDED AMT. .00
FUND..... 273
SUB-FUND.....
FUNCTION..... 5100
OBJECT..... 447
SUB-ACCOUNT..
VENDOR NUMBER 00000
APPROVAL DATE 1/05/18
BLANKET PO... YES
CANCELLATION. 0/00/00
P.O. AMOUNT.. 3,000,000.00

TRAN CODE. 0001 GENERAL PO TRANSACTION
ORIGINAL MEMO.. CONTRACT PLACEMENT SVCS
CHILDREN SERVICES
*NONE
CHILDREN SERVICES
CHILD PLACEMENT SPECIALIZED
*NONE
3,000,000.00 REMAINING AMOUNT
Name...
Address

LAST MEMO.. CONTRACT PLACEMENT SVCS

<u>QUANTITY</u>	<u>ITEM DESCRIPTION</u>	<u>PRICE</u>
1	CONTRACT PLACEMENT SVCS	3000000.00

F3-RETURN

ROLLUP/ROLLDOWN-CHANGE PAGE

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

ADDENDA TO AGREEMENT

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

This Agreement is between

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

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

and

hereinafter "Provider," whose address is:

Provider Department of Mental Health - Foundations for Living (Non-ODJFS)		
Street/Mailing Address 1451 Lucas RD		
City Mansfield	State OH	Zip Code 44903

Contract ID : 14554409

Originally Dated :01/01/2018 to 03/31/2019

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

Amendment Number 1 :

Amendment Reason:	OTHER
Amendment Begin Date:	01/01/2018
Amendment End Date :	03/31/2019
Increased Amount:	\$0.00
Article Name:	

Amendment Reason Narrative:

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

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

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

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

AMENDMENT #1

Article V. PROVIDER RESPONSIBILITIES

The parties do hereby agree that Article V, subsection B of the Agreement shall be deleted in its entirety and replaced with the following language:

“Provider agrees to submit the SORC monthly progress report as negotiated by the parties for each child no later than the fifteenth (15th) day of each month. The SORC progress report will be based on the agreed upon services to be delivered to the child and/or family and will include documentation of services provided to the child and/or discharge summary. Failure to submit the SORC progress report may result in a delay of payment, until such time as the Provider complies with the reporting requirements.”

AMENDMENT #2

Article V. PROVIDER RESPONSIBILITIES

The parties further agree that the following provision shall be added to Article V of the Agreement:

“Provider agrees to provide additional services (e.g. transportation of the child for routine services, including, but not limited to, court hearings, visitations, family visits, medical appointments, school, therapies, and recreational activities).”

AMENDMENT #3

Article V. PROVIDER RESPONSIBILITIES

WHEREAS, the parties have agreed in Article V, subsections (D) and (E) of the Agreement that the Provider will notify the Agency under certain circumstances of death, critical injury, critical incidents, or emergencies involving an Agency child; and

WHEREAS, the parties have agreed in Article V, subsection (F) of the Agreement that the Provider will notify the Agency within 24 hours of certain non-emergency circumstances involving an Agency child; and

WHEREAS, the parties have agreed in Article V, subsection (G) of the Agreement that notification shall contain written documentation; and

WHEREAS, the parties desire to detail the procedure Provider is to follow for notification in such circumstances and for provision of written documentation;

The parties hereby agree to the following procedures:

I. NOTIFICATION OF DEATH, CRITICAL INJURY, CRITICAL INCIDENT, OR EMERGENCY INVOLVING AGENCY CHILD

A. Normal Business Hours

If notification is made during the Agency's normal business hours, Provider shall make notification by calling the main telephone number at (513) 695-1546. Provider shall attempt telephone contact with the following personnel, in the following order, and shall continue to attempt contact until made:

- (1) The Agency Director;
- (2) The Agency Deputy Director;
- (3) The supervisor assigned to the child's case;
- (4) Another supervisor; or
- (5) The caseworker assigned to the child's case.

A voicemail left during normal business hours does not constitute notification.

B. After Normal Business Hours

If notification is made after the Agency's normal business hours, Provider shall make notification by calling the Agency's after-hours hotline telephone number at (513) 695-1600. Provider shall leave a message containing the following information:

1. Name of Provider
2. Name of caller
3. Call-back number
4. Name of child
5. A statement that the caller wishes to make notification of death, critical injury, critical incident, or emergency involving an Agency child.

Notification is not complete after normal business hours until Provider is contacted by return call from an Agency representative.

Following notification, Provider shall remain immediately available for further communications from the Agency.

II. NOTIFICATION OF NON-EMERGENCY INVOLVING AGENCY CHILD

During normal business hours and within 24 hours following the non-emergency situation, Provider shall call the Agency's main telephone number at (513) 695-1546. Provider shall attempt telephone contact with the following personnel, in the following order, and shall continue to attempt contact until made:

- (1) Supervisor assigned to child's case;
- (2) Caseworker assigned to child's case; or
- (3) Another supervisor.

A voicemail left during normal business hours does not constitute notification.

III. WRITTEN DOCUMENTATION

Provider shall provide written documentation of emergency and non-emergency situations pursuant to Article V, subsection (G) by any of the following methods:

A. MAIL – Provider may mail documentation to the attention of the Agency Director in situations of death, critical injury, critical incident, or emergencies, or to the attention of the supervisor assigned to the child's case in non-emergency situations at the following address:

Warren County Children's Services
416 S. East Street
Lebanon, Ohio 45036

B. FASCIMILE/ FAX – Provider may fax documentation to the attention of the Agency Director in situations of death, critical injury, critical incident, or emergencies, or to the attention of the supervisor assigned to the child's case in non-emergency situations at the following fax numbers:

(513) 695-1247; or
(513) 695-1880

C. ELECTRONIC MAIL/ EMAIL –

1. In the event of death, critical injury, critical incident, or emergency involving an Agency child, Provider may email documentation to the Agency Director, copying the Agency Deputy Director, the supervisor assigned to child's case, and the caseworker assigned to child's case.

2. In the event of a non-emergency involving an Agency child, Provider may email documentation to the supervisor assigned to child's case, copying the caseworker assigned to the child's case.

AMENDMENT #4

ARTICLE VI. AGENCY RESPONSIBILITIES

The parties further agree that Article VI, subsection (G) of the Agreement shall be amended as follows:

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

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

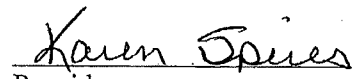
IN WITNESS WHEREOF, the parties hereto have executed this Addendum to the Agreement by the President of the Warren County Board of Commissioners, pursuant to Resolution Number ~~18-0167~~ 18-0167 dated 2/18/18, and by the duly authorized _____ of _____ [Provider].

SIGNATURES OF PARTIES:



President
Warren County Board of Commissioners

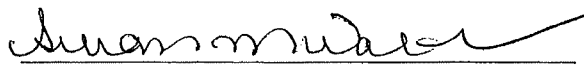
Date 2/18/18



Provider

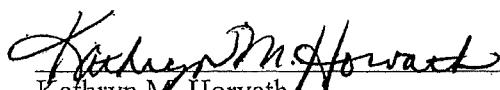
Date 1/25/18

Reviewed by:



Director
Warren County Children's Services

Approved as to Form:



Kathryn M. Horvath
Assistant Prosecuting Attorney



Ohio MHAS

Promoting wellness and recovery

John R. Kasich, Governor

Tracy J. Plouck, Director

License to Operate a Residential Facility

This Residential Facility has been surveyed in accordance with Section 5119.34 of the Ohio Revised Code, and the Administrative Rules of the Ohio Department of Mental Health and Addiction Services, Sections 5122-30-01 to 5122-30-31. The Residential Facility is in compliance with these rules and is hereby issued this license for the maximum number of residents specified.

Name of Facility: **Foundations for Living**

Address: **1451 Lucas Road**

City: **Mansfield**

Zip: **44903**

Operator: **Keystone Richland Center, LLC**

Community Mental Health Board: **MHRS Board of Richland County**

Date Issued: **07/08/2017**

Date Expires: **07/07/2019**

License Number: **06-2079**

Maximum Number of Residents: **84**

Number of Household Members: **84**

Type: **1**

Term of License: **Full**

License to Admit: **Children**

Director, Ohio Department of Mental Health and Addiction Services



CERTIFICATE OF LIABILITY INSURANCE

1/1/2019

DATE (MM/DD/YYYY)

12/27/2017

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 LOCKTON COMPANIES 3657 BRIARPARK DRIVE, SUITE 700 Houston TX 77042	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: ProAssurance Specialty Insurance Co Inc.	10179
	INSURER B: Steadfast Insurance Company	26387
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

INSURED
1349889 UHS CHILDREN SERVICES, INC.
KEYSTONE RICHLAND CENTER, LLC
DBA FOUNDATIONS FOR LIVING
110 WESTWOOD PLACE
BRENTWOOD TN 37027

COVERAGES

CERTIFICATE NUMBER: 15124400

REVISION NUMBER: XXXXXXXX

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	N	HP1911	1/1/2018	1/1/2019	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 25,000,000 PRODUCTS - COMP/OP AGG \$ 25,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident) \$ XXXXXXXX BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y	N	HPC 0274596-00	1/1/2018	1/1/2019	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 10,000,000 \$ XXXXXXXX PER STATUTE OTH-ER
	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/A	NOT APPLICABLE			E.L. EACH ACCIDENT \$ XXXXXXXX E.L. DISEASE - EA EMPLOYEE \$ XXXXXXXX E.L. DISEASE - POLICY LIMIT \$ XXXXXXXX
A	Medical Professional Liability - claim made	Y	N	HP1911	1/1/2018	1/1/2019	\$5M Each Professional Incident \$25M General Aggregate Limit

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
ADDITIONAL INSURED IN FAVOR OF WARREN COUNTY CHILDREN SERVICES ON ALL POLICIES WHERE AND TO THE EXTENT REQUIRED BY WRITTEN CONTRACT.

CERTIFICATE HOLDER

15124400
WARREN COUNTY CHILDREN SERVICES
416 SOUTH EAST STREET
LEBANON OH 45036

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

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

Resolution

Number 18-0168

Adopted Date February 08, 2018

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

BE IT RESOLVED, to approve and authorize the Warren County Board of Commissioners to enter into the agreement and addendum with NECCO, Inc., on behalf of Warren County Children Services, for calendar year 2018, for the services of a child placement and related services provider. Copy of agreement attached hereto and made a part hereof.

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

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

Resolution adopted this 8th day of February 2018.

BOARD OF COUNTY COMMISSIONERS



Laura Lander, Deputy Clerk

jc/c

cc: c/a – NECCO, Inc.
Children Services (file)

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

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

This Agreement is between

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

hereinafter "Provider," whose address is:

Collectively the "Parties."

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

and

Provider NECCO, Inc.		
Street/Mailing Address 415 Glensprings DR STE 201		
City Cincinnati	State OH	Zip Code 45246

Table of Contents

RECITALS	3
ARTICLE I. SCOPE OF PLACEMENT SERVICES	3
Section 1.01 FOR CONTRACTS COMPETITIVELY PROCURED.....	3
Section 1.02 FOR CONTRACTS NOT COMPETITIVELY PROCURED.....	3
Section 1.03 EXHIBITS.....	3
ARTICLE II. TERM OF AGREEMENT	4
ARTICLE III. ORDER OF PRECEDENCE.....	4
ARTICLE IV. DEFINITIONS GOVERNING THIS AGREEMENT.....	4
ARTICLE V. PROVIDER RESPONSIBILITIES.....	5
ARTICLE VI. AGENCY RESPONSIBILITIES.....	6
ARTICLE VII. INVOICING FOR PLACEMENT SERVICES.....	7
ARTICLE VIII. REIMBURSEMENT FOR PLACEMENT SERVICES.....	7
ARTICLE IX. TERMINATION; BREACH AND DEFAULT.....	8
ARTICLE X. RECORDS RETENTION AND CONFIDENTIALITY REQUIREMENTS.....	9
ARTICLE XI. PROVIDER ASSURANCES AND CERTIFICATIONS.....	9
ARTICLE XII. INDEPENDENT CONTRACTOR.....	10
ARTICLE XIII. AUDITS AND OTHER FINANCIAL MATTERS.....	11
ARTICLE XIV. GRIEVANCE /DISPUTE RESOLUTION PROCESS.....	11
ARTICLE XV. AMENDMENTS.....	11
ARTICLE XVI. NOTICE.....	12
ARTICLE XVII. CONSTRUCTION.....	12
ARTICLE XVIII. NO ASSURANCES	12
ARTICLE XIX. CONFLICT OF INTEREST.....	12
ARTICLE XX. INSURANCE.....	13
ARTICLE XXI. INDEMNIFICATION & HOLD HARMLESS.....	14
ARTICLE XXII. SCREENING AND SELECTION.....	14
ARTICLE XXIII. PROHIBITION OF CORPORAL & DEGRADING PUNISHMENT.....	15
ARTICLE XXIV. EXCLUDED PARTIES LIST.....	15
ARTICLE XXV. PUBLIC RECORDS.....	15
ARTICLE XXVI. CHILD SUPPORT ENFORCEMENT.....	15
ARTICLE XXVII. DECLARATION OF PROPERTY TAX DELINQUENCY.....	16
ARTICLE XXVIII. SUBCONTRACTING AND DELEGATION.....	16
ARTICLE XXIX. PROPERTY OF AGENCY.....	16
ARTICLE XXX. WAIVER.....	16
ARTICLE XXXI. NO ADDITIONAL WAIVER IMPLIED.....	16
ARTICLE XXXII. APPLICABLE LAW AND VENUE.....	16
ADDENDA TO THIS AGREEMENT	18

RECITALS

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

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

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

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

Article I. SCOPE OF PLACEMENT SERVICES

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

Section 1.01 FOR CONTRACTS COMPETITIVELY PROCURED

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

Section 1.02 FOR CONTRACTS NOT COMPETITIVELY PROCURED

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

Section 1.03 EXHIBITS

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

- 1) Exhibit I – Scope of Work;
- 2) Exhibit II – Request for Proposals (if applicable);
- 3) Exhibit III – Provider's Response to the Request for Proposals (if applicable); and
- 4) Exhibit IV – Rate Schedule.

Article II. TERM OF AGREEMENT

This Agreement is in effect from **01/01/2018** through **03/31/2019**, unless this Agreement is suspended or terminated pursuant to Article VIII prior to the termination date.

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

Article III. ORDER OF PRECEDENCE

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

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

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

Article IV. DEFINITIONS GOVERNING THIS AGREEMENT

The following definitions govern this Agreement:

- A. Agreement means this Agreement and the addenda thereto.
- B. Material Breach shall mean an act or omission that violates or contravenes an obligation required under the Agreement and which, by itself or together with one or more other breaches, has a negative effect on, or thwarts the purpose of the Agreement as stated herein. A Material Breach shall not include an act or omission, which has a trivial or negligible effect on the quality, quantity, or delivery of the goods and services to be provided under the Agreement.
- C. All other definitions to be resolved through Federal Regulations, OAC 5101:2-1-01 and any related cross-references.

Article V. PROVIDER RESPONSIBILITIES

- A. Provider agrees to participate with Agency in the development and implementation of the case plan including participation in case reviews and/or semi-annual administrative reviews, and the completion of reunification assessments for the children in placement with the Provider.
- B. Provider agrees to submit a progress report as negotiated by the parties for each child. The progress report will be based on the agreed upon services to be delivered to the child and/or family and will include documentation of services provided to the child and/or discharge summary. Failure to submit the progress report may result in a delay of payment, until such time as the Provider complies with the reporting requirements.
- C. Provider agrees that children will not be moved to another foster home or other out-of-home care setting within the Provider's network of available placement services without prior approval or in the event of an emergency, simultaneous notification to the Agency. Notification will include such information as name, address, and phone number of the new foster home or other out-of-home care setting.
- D. Provider agrees to notify all Agencies whose children are co-located when any child placed is critically injured or dies in that location immediately or at a minimum within 24 hours through the procedure detailed in the Addendum to the Agreement.
- E. Notification to the Agency of critical incidents must occur immediately through the procedure detailed in the Addendum to the Agreement. Critical incidents are those incidents defined in the Ohio Administrative Code that are applicable to the licensed or certified program (ODJFS 5101:2-9-23; ODMH 5122-30-16, 5122-26-13; ODADAS 3793:2-1-04; DODD 5123:2-17-02).
- 1) Emergency situations include but are not limited to the following:
- a. Absent Without Leave (AWOL)
 - b. Child Alleging Physical or Sexual Abuse / Neglect
 - c. Death of Child
 - d. Illicit drug / alcohol use; Abuse of medication or toxic substance
 - e. Sudden injury or illness requiring an unplanned medical treatment or visit to the hospital.
 - f. Perpetrator of Delinquent / Criminal Act (Assault, Dangerous Behaviors, Homicidal Behaviors)
 - g. School Expulsion / Suspension (formal action by school)
 - h. Self-Injury (Suicidal Behaviors, Self-Harm Requiring external Medical Treatment, Hospital or ER)
 - i. Victim of assault, neglect, physical or sexual abuse
- F. The Provider also agrees to notify the Agency within Twenty-four (24) hours, of any non-emergency situations. Non-emergency situations include but are not limited to the following:
- 1) The filing of any law enforcement report involving the child
 - 2) When physical restraint is used/applied.
- G. Written documentation of the emergency and non-emergency situations shall be provided to the Agency within one (1) business day of the initial notification.
- H. The Provider agrees to submit each child's assessment and treatment plans as completed but no later than the 30th day of placement. Provider further agrees to provide treatment planning that will include, but is not limited to, education on or off site, preparation for integration into community based school or vocational/job skills training, community service activities, *independent living skills if age 14 or older*, monitoring and supporting community adjustment.
- I. The Provider agrees to participate in joint planning with the Agency regarding modification to case plan services. Provider agrees that while the Provider may have input into the development of the child's case plan services and the ICCA, any disputes involving services or placement will be resolved through mutual agreement and modification to the ICCA. Provider agrees the Agency is the final authority in the process.
- J. The Provider agrees to provide notice of removal of a child by giving a minimum of 14 calendar days' notice, and to submit a discharge plan summary no later than thirty calendar days after the date of discharge in accordance with the applicable licensed or certified program. (ODJFS 5101:2-5-17; ODMH 5122-30-22 5122-30-04; ODADAS 3793:2-1-04, 3793:2-1-05; DODD 5123:2-7-10, 5123:2-3-05).
- K. The Provider shall work in cooperation and collaboration with the Agency to provide information for each child's Lifebook and will fully comply with the provision of OAC 5101:2-42-67 as applicable to private Providers. Provider's contribution to the Agency Lifebook for a child shall be for the episode of care with the Provider.
- L. The Provider agrees to provide Independent Living Services as set forth in accordance with OAC 5101:2-42-19 for all children age 14 and above.

- M. When applicable, the Provider agrees to visit with the child face-to-face in the foster home, speak privately with the child and to meet with the caregiver at least monthly in accordance with rule 5101:2-42-65 of the Administrative Code.
- N. The Provider agrees to maintain its licenses and certifications from any source in good standing. The Provider agrees to report in writing any change in licensure or certification that negatively impacts such standing immediately if the negative action results in a temporary license, suspension of license or termination of license.
- O. The Provider agrees to notify Agency of any changes in its status, such as intent to merge with another business or to close no later than forty five (45) business days prior to the occurrence.
- P. The Provider agrees that the Agency shall have access to foster parent home studies and re-certifications for foster parents caring for Agency children, subject to confidentiality considerations. The Provider shall submit to Agency a copy of the current foster home license at the time of placement and recertification. Provider also agrees to notify Agency within twenty four (24) hours of any change in the status of the foster home license.
- Q. When there is a rule violation of a caregiver, a copy of the corrective action plan, if applicable, must be submitted to the Agency when the investigation is complete.
- R. The Provider agrees to notify the Agency of scheduling no less than fourteen (14) calendar days prior to of all formal meetings (e.g. FTMs, Treatment Team Meetings, IEPs, etc.).

Article VI. AGENCY RESPONSIBILITIES

- A. Agency certifies that it will comply with the Multiethnic Placement Act, 108 STAT. 3518, as amended by Section 1808 of the Small Business Jobs Protection Act of 1996, 110 STAT. 1755, which prohibits any Agency from denying any person the opportunity to become an adoptive or foster parent on the basis of race, color, national origin, or delaying or denying the placement of a child for adoption or into foster care on the basis of race, color, or national origin of the adoptive or foster parent or of the child involved.
- B. The Agency shall provide a copy of the case plan to the Provider within thirty (30) calendar days of placement or within a reasonable time thereafter as agreed to by the parties. Agency agrees to also provide a copy of each child's social history, medical history, and Medicaid card once obtained by the Agency for new cases or at placement for existing cases.
- C. Agency agrees to participate in the development of the treatment plan of each child placed with the Provider. The Agency acknowledges that clinical treatment decisions must be recommended by licensed clinical professionals. Agency and Provider acknowledge that disagreement with a treatment decision may be taken through the dispute resolution process contained in Article XIII of this Agreement.
- D. Agency agrees to participate in periodic meetings with each child's treatment team for case treatment plan development, review, and revision. The Agency agrees to participate in the development of the treatment plan of each child placed with the Provider by the Agency.
- E. Agency agrees to arrange for the transfer of each child's school records to the child's new school upon placement but not later than ten (10) business days. The Agency agrees to work with the Provider for the timely enrollment of the child in the receiving school district. The Agency has the final responsibility to obtain the child's school records and to enroll the child in the receiving school district.
- F. The Agency shall provide an opportunity for the Provider to give input in the development, substantive amendment or modification of case plans. The Agency agrees to notify the Provider of scheduling no less than fourteen (14) calendar days prior to of all formal meetings (e.g. SARs, court hearings, family team conferences, etc.).
- G. The Agency shall provide a minimum of thirty (30) calendar days' notice for planned removals, to the Provider for each child who is being terminated from placement with the Provider, unless so ordered by a court of competent jurisdiction.
- H. Agency agrees to provide the Provider with an emergency contact on a twenty-four (24) hour, seven (7) day per week basis.
- I. The Agency represents:
 - 1) that it has adequate funds to meet its obligations under this Agreement;
 - 2) that it intends to maintain this Agreement for the full period set forth herein and has no reason to believe that it will not have sufficient funds to enable it to make all payments due hereunder during such period; and
 - 3) that it will make its best effort to obtain the appropriation of any necessary funds during the term of this Agreement.

Article VII. INVOICING FOR PLACEMENT SERVICES

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

Article VIII. REIMBURSEMENT FOR PLACEMENT SERVICES

- A. The maximum amount payable pursuant to this contract is **\$30,000.00**.
- B. In accordance with Schedule A of this Agreement, the per diem for maintenance and the per diem for administration will be paid for each day the child was in placement. The first day of placement will be paid regardless of the time the child was placed. The last day of placement will not be paid regardless of the time the child left the placement.
- C. In accordance with Schedule A of this Agreement and in addition to Maintenance and Administration, the Agency may agree to pay a per diem for Case Management, Other Direct Services, Transportation Administration, Transportation Maintenance, Behavioral Health Care and Other. All other services and/or fees to be paid for shall be contained in the Addendum of this Agreement.
- D. To the extent that the Provider maintains a foster care network, the agreed upon per diem for maintenance shall be the amount paid directly to the foster parent. Maintenance includes the provision of food, clothing, shelter, daily supervision, graduation expenses, a child's personal incidentals, and liability insurance with respect to the child, reasonable cost of travel to the child's home for visitation and reasonable cost of travel for the child to remain in the school the child was enrolled in at the time of placement. Payment for private Agency staff transporting a child to a home visit or keeping the child in their home school will be paid in accordance with Schedule A (Transportation Maintenance) of this Agreement.
- E. If the plan as determined by the Agency is to return the child to placement with the Provider, the Agency may agree to pay for the days that a child is temporarily absent from the direct care of the Provider, as agreed to by the parties in writing.
- F. The Agency agrees to pay for all physical, optical, dental, and behavioral health care services, not covered by Medicaid or other third party payer. Payment shall not exceed the Medicaid allowable rate.
- G. The Agency agrees to pay the Provider for all services agreed to on Schedule A and in the Addendum to this Agreement, where applicable, that have been provided and documented in the child's case file. Agency shall make best efforts to make payment of undisputed charges within thirty (30) business days of receipt. Failure of the Agency to comply with the prompt payment requirement will be part of the dispute resolution process contained in Article XIII.
- H. Agency reserves the right to withhold payment for any portion of an invoice in which it asserts that a discrepancy exists. In such instances, the Agency shall withhold payment only for that portion of the statement with which it disagrees. The Agency shall notify the Provider in a timely manner when there is a billing discrepancy. Once discrepancies are resolved, Provider may re-submit an invoice for the disputed charges within the specified requirements set in Article VI
- I. This Agreement is conditioned upon the availability of federal, state, or local funds appropriated or allocated for

payment for services provided under the terms and conditions of this Agreement. By sole determination of the Agency, if funds are not sufficiently allocated or available for the provision of the services performed by the Provider hereunder, the Agency reserves the right to exercise one of the following alternatives:

- 1) Reduce the utilization of the services provided under this Agreement, without change to the terms and conditions of the Agreement; or
- 2) Issue a notice of intent to terminate the Agreement.

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

The Agency may elect to not make payment of any invoice received 60 business days after the timeframe in accordance with Article VI. Reasonable cause for late submission of an invoice will be considered by the Agency on a case by case basis. Any denial of payment for service(s) rendered may be appealed in writing and will be part of the dispute resolution process contained in Article XIII.

Article IX. TERMINATION; BREACH AND DEFAULT

- A. This Agreement may be terminated for convenience prior to the expiration of the term then in effect by either the Agency or the Provider upon written notification given no less than ninety (90) calendar days in advance by certified mail, return receipt requested, to the last known address of the terminated party shown hereinabove or at such other address as may hereinafter be specified in writing.
- B. If Provider fails to provide the Services as provided in this Agreement for any reason other than Force Majeure, or if Provider otherwise Materially Breaches this Agreement, Agency may consider Provider in default. Agency agrees to give Provider thirty (30) days written notice specifying the nature of the default and its intention to terminate. Provider shall have seven (7) calendar days from receipt of such notice to provide a written plan of action to Agency to cure such default. Agency is required to approve or disapprove such plan within five (5) calendar days of receipt. In the event Provider fails to submit such plan or Agency disapproves such plan, Agency has the option to immediately terminate this Agreement upon written notice to Provider. If Provider fails to cure the default in accordance with an approved plan, then Agency may terminate this Agreement at the end of the thirty (30) day notice period.
- C. Upon the effective date of the termination the Provider agrees that it shall cease work on the terminated activities under this Agreement, take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report as of the date of discharge describing the status of all work under this Agreement, including without limitation, results accomplished, conclusions resulting therefrom, and such other matters as the Agency may require. The Agency agrees to remove all children in placement immediately with the Provider, consistent with the effective termination date. In all instances of termination, the Provider and Agency agree that they shall work in the best interests of children placed with the Provider to secure alternative placements for all children affected by the termination
- D. In the event of termination, the Provider shall be entitled to reimbursement, upon submission of an invoice, for the agreed upon per diem incurred prior to the effective termination date. The reimbursement will be calculated by the Agency based on the per diem set forth in Article VI. The Agency shall receive credit for reimbursement already made when determining the amount owed to the Provider. The Agency is not liable for costs incurred by the Provider after the effective termination date.
- E. Notwithstanding the above, in cases of confirmed allegations of: i) improper or inappropriate activities, ii) loss of required licenses; iii) actions, inactions or behaviors that may result in harm, injury or neglect of a child; iv) unethical business practices or procedures; and v) any other event that Agency deems harmful to the well-being of a child; or vi) loss of funding as set forth in Article V, Agency may immediately terminate this Agreement upon delivery of a written notice of termination to the Provider.
- F. If the Agreement is terminated by Agency due to breach or default of any of the provisions, obligations, or duties embodied contained therein by the Provider, Agency may exercise any administrative, agreement, equitable, or legal remedies available, without limitation. Any extension of the time periods set forth above shall not be construed as a waiver of any rights or remedies the Agency may have under this Agreement.
- G. In the event of termination under this ARTICLE, both the Provider and the placing Agency shall make good faith efforts to minimize adverse effect on children resulting from the termination of the Agreement.

Article X. RECORDS RETENTION AND CONFIDENTIALITY REQUIREMENTS

A. The Provider agrees that all records, documents, writings or other information, including, but not limited to, financial records, census records, client records and documentation of legal compliance with Ohio Administrative Code rules, produced by the Provider under this Agreement, and all records, documents, writings or other information, including but not limited to financial, census and client used by the Provider in the performance of this Agreement are treated according to the following terms:

- 1) All records relating to costs, work performed and supporting documentation for invoices submitted to the Agency by the Provider along with copies of all deliverables submitted to the Agency pursuant to this Agreement will be retained for a minimum of three (3) years after reimbursement for services rendered under this Agreement.
- 2) If an audit, litigation, or other action is initiated during the time period of the Agreement, the Provider shall retain such records until the action is concluded and all issues resolved or three (3) years have expired, whichever is later.
- 3) All records referred to in Section A 1) of this Article shall be available for inspection and audit by the Agency or other relevant agents of the State of Ohio (including, but not limited to, the County Prosecutor, the Ohio Department of Job and Family Services (ODJFS), the Auditor of the State of Ohio, the Inspector General of Ohio, or any duly authorized law enforcement officials), and the United States Department of Health and Human Services within a reasonable period of time.

B. The Provider agrees to keep all financial records in a manner consistent with Generally Accepted Accounting Principles.

C. The Provider agrees to comply with all federal and state laws applicable to the Agency and the confidentiality of the Agency's child and families. Provider understands access to the identities of any Agency's child and families shall only be as necessary for the purpose of performing its responsibilities under this Agreement. No identifying information on child served will be released for research or other publication without the express written consent of the Agency. Provider agrees that the use or disclosure of information concerning the Agency's Child for any purpose not directly related to the administration of this Agreement is prohibited. Provider shall ensure all of the Agency's child and families' documentation is protected and maintained in a secure and safe manner.

D. The Provider agrees to comply with all applicable state and federal laws related to the confidentiality and transmission of medical records, including, but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

E. Although information about and generated under this Agreement may fall within the public domain, the Provider shall not release information about or related to this Agreement to the general public or media verbally, in writing, or by any electronic means without prior approval from the Agency unless the Provider is required to release requested information by law. Agency reserves the right to announce to the general public and media: award of the Agreement, Agreement terms and conditions, scope of work under the Agreement, deliverables and results obtained under the Agreement, impact of Agreement activities, and assessment of the Provider's performance under the Agreement. Except where Agency approval has been granted in advance, the Provider shall not seek to publicize and will not respond to unsolicited media queries requesting: announcement of Agreement award, Agreement terms and conditions, Agreement scope of work, government-furnished documents the Agency may provide to the Provider to fulfill the Agreement scope of work, deliverables required under the Agreement, results obtained under the Agreement, and impact of Agreement activities.

F. If contacted by the media about this Agreement, the Provider agrees to notify the Agency in lieu of responding immediately to media queries. Nothing in this section is meant to restrict the Provider from using Agreement information and results to market to specific business prospects.

Article XI. PROVIDER ASSURANCES AND CERTIFICATIONS

A. As applicable to the Provider's license and/or certification, the Provider certifies compliance with ORC Sections 2151.86, 5103.0328, 5103.0319 and applicable OAC Sections as defined in Article XXI of this Agreement concerning criminal record checks, arrests, convictions and guilty pleas relative to foster caregivers, employees, volunteers who are involved in the care for a child and interns.

B. To the extent that the Provider maintains a residential center or group home, the Provider agrees to comply with the provisions of their licensing Agency that relates to the operation, safety and maintenance of residential facilities. Specifically, Provider agrees that no firearm or other projectile weapon and no ammunition for such weapons will be kept on the premises.

C. Provider certifies compliance with Drug Free Work Place Requirements as outlined in 45 C.F.R. Part 76, Subpart F.

D. Provider certifies compliance with 45 C.F.R. Part 80, Non-Discrimination under programs receiving Federal assistance through the Department of Health and Human Services effectuation of Title VI of the Civil Rights Act of

1964.

- E. Provider certifies compliance with 45 C.F.R. Part 84, Non-Discrimination on the Basis of Handicap in Programs or Activities Receiving Federal Assistance.
- F. Provider certifies compliance 45 C.F.R. Part 90, Non-Discrimination on the Basis of Age in Programs or Activities Receiving Federal Assistance.
- G. Provider certifies compliance with the American with Disabilities Act, Public Law 101-336.
- H. Provider certifies that it will:
 - 1) Provide a copy of its license(s), certification, accreditation or a letter extending an expiring license, certification, or accreditation from the issuer to the Agency prior to the signing of the Agreement.
 - 2) Maintain its license(s), certification, accreditation and that upon receipt of the renewal of its license, certification, and/or accreditation or upon receipt of a letter extending an expiring license, certification, and/or accreditation from the issuer, a copy of the license, certification and/or accreditation will be provided to the Agency within five (5) business days.
 - 3) Provider shall immediately notify the Agency of any action, modification or issue relating to said licensure, accreditation or certification.
- I. Provider certifies that it will not deny or delay services to eligible persons because of the person's race, color, religion, national origin, gender, orientation, disability, or age.
- J. The Provider shall comply with Executive Order 11246, entitled Equal Employment Opportunity, as amended by Executive Order 11375, and as will comply with Executive Order 11246, entitled Equal Employment Opportunity, as amended by Executive Order 11375, and as supplemented in Department of Labor regulation 41 CFR part 60. The parties will comply with Executive Order 11246, entitled Equal Employment Opportunity, as amended by Executive Order 11375, and as supplemented in Department of Labor regulation 41 CFR part 60.
- K. Provider further agrees to comply with OAC 5101:9-2-01 and OAC 5101:9-2-05(4), as applicable, which require that assure that persons with limited English proficiency (LEP) can meaningfully access services. To the extent Provider provides assistance to LEP Childs through the use of an oral or written translator or interpretation services in compliance with this requirement, Childs shall not be required to pay for such assistance.
- L. To the extent applicable, the Provider certifies compliance with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857 (h) Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency Regulations (40 C.F.R. Part 15).
- M. The Provider certifies compliance, where applicable, with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
- N. The Provider certifies that all approvals, licenses, or other qualifications necessary to conduct business in Ohio have been obtained and are current.
- O. Provider shall comply with the Small Business Job Protection Act (Public Law ("P.L.") 104-188), the Howard M. Metzenbaum Placement Act of 1994 (P.L. 103-382), Titles IV-B (42 U.S.C. 620 et seq.) and IV-E (42 U.S.C. 670 et seq.) of the Social Security Act ("the Act"), the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (P.L. 104-193), Section 471(a) of Title IV-E of the Act (42 U.S.C. 671(a)), and 45 C.F.R. 1356, including all rules, regulations and guidelines issued by federal and state authorities, OAC 5101:9-4-07 and OAC 5101:2-47-23.1.

Article XII. INDEPENDENT CONTRACTOR

- A. The Provider and the Agency agree that no employment, joint venture, or partnership has been or will be created between the parties hereto pursuant to the terms and conditions of this Agreement.
- B. The Provider and the Agency agree that the Provider is an independent contractor and assumes all responsibility for any federal, state, municipal, or other tax liabilities along with workers' compensation, unemployment compensation, and insurance premiums which may accrue as a result of compensation received for services or deliverables rendered hereunder

Article XIII. AUDITS AND OTHER FINANCIAL MATTERS

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

Article XIV. GRIEVANCE /DISPUTE RESOLUTION PROCESS

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

Article XV. AMENDMENTS

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

Article XVI. NOTICE

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

If to Agency, to

Warren County Children Services
416 S East St
Lebanon OH 45036

If to Provider , to

NECCO, Inc.
415 Glensprings DR STE 201
Cincinnati OH 45246

Article XVII. CONSTRUCTION

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

Article XVIII. NO ASSURANCES

Provider acknowledges that, by entering into this Agreement, Agency is not making any guarantees or other assurances as to the extent, if any, that Agency shall utilize Provider's services or purchase its goods. In this same regard, this Agreement in no way precludes, prevents, or restricts Provider from obtaining and working under additional arrangement(s) with other parties, assuming the work in no way impedes Provider's ability to perform the services required under this Agreement. Provider warrants that at the time of entering into this Agreement, it has no interest in nor shall it acquire any interest, direct or indirect, in any Agreement that will impede its ability to provide the goods or perform the services under this Agreement.

Article XIX. CONFLICT OF INTEREST

- A. Provider agrees that the Provider, its officers, members and employees, currently have no, nor will they acquire, any interest, whether personal, professional, direct or indirect, which is incompatible, in conflict with or which would compromise the discharge and fulfillment of Provider's functions, duties and responsibilities hereunder. If the Provider, or any of its officers, members or employees acquire any incompatible, conflicting, or compromising personal or professional interest, the Provider shall immediately disclose, in writing, such interest to the Agency. If any such conflict of interest develops, the Provider agrees that the person with the conflicting interest will not participate in any activities related to this Agreement
- B. Provider agrees: (1) to refrain from promising or giving to Agency employees anything of value to manifest improper influence upon the employee; (2) to refrain from conflicts of interest; and, (3) to certify that Provider complies with Ohio Revised Code provisions 102.03, 102.04, 2921.42, 2921.43.

Article XX. INSURANCE

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

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

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

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

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

B. Business auto liability insurance of at least One Million Dollars (\$1,000,000.00) combined single limit, on all owned, non-owned, leased and hired automobiles. If the Agreement contemplates the transportation of the users of County services (such as but not limited to Agency consumers) "Consumers" and Provider provides this service through the use of its employees' privately owned vehicles "POV", then the Provider's Business Auto Liability insurance shall sit excess to the employees' "POV" insurance and provide coverage above its employee's "POV" coverage. Provider agrees the business auto liability policy will be endorsed to provide this coverage.

C. Professional liability (errors and omission) insurance of at least One Million Dollars (\$1,000,000.00) per claim and in the aggregate.

D. Umbrella and excess liability insurance policy with limits of at least One Million Dollars (\$1,000,000.00) per occurrence and in the aggregate, above the commercial general and business auto primary policies and containing the following coverage:

- 1) Additional insured endorsement;
- 2) Pay on behalf of wording;
- 3) Concurrency of effective dates with primary;
- 4) Blanket contractual liability;
- 5) Punitive damages coverage (where not prohibited by law);
- 6) Aggregates: apply where applicable in primary;
- 7) Care, custody and control – follow form primary; and
- 8) Drop down feature.

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

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

F. The Provider further agrees with the following provisions:

- 1) All policies, except workers' compensation and professional liability, will endorse as additional insured the Board of County Commissioners, and Agency and their respective officials, employees, agents, and volunteers, including their Board of Trustees if applicable. The additional insured endorsement shall be on an ACORD or ISO form.
- 2) The insurance endorsement forms and the certificate of insurance forms will be sent to the Agency Director or Designee. The forms must state the following: "Board of County Commissioners, and Agency and their respective officials, employees, agents, and volunteers are endorsed as additional insured as required by agreement on the commercial general, business auto and umbrella/excess liability policies."
- 3) Each policy required by this clause shall be endorsed to state that coverage shall not be canceled or materially changed except after thirty (30) calendar days prior written notice given to the Agency Director

- or Designee.
- 4) Provider shall furnish the Agency with original certificates and amendatory endorsements effecting coverage required by this clause. All certificates and endorsements are to be received by the Agency before the Agreement commences. The Agency reserves the right at any time to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.
 - 5) Failure of the Agency to demand such certificate or other evidence of full compliance with these insurance requirements or failure of the Agency to identify a deficiency from evidence provided shall not be construed as a waiver of Provider's obligation to maintain such insurance.
 - 6) Provider shall declare any self-insured retention to the Agency pertaining to liability insurance. Provider shall provide a financial guarantee satisfactory to the Agency guaranteeing payment of losses and related investigations, claims administration and defense expenses for any self-insured retention.
 - 7) If Provider provides insurance coverage under a "claims-made" basis, Provider shall provide evidence of either of the following for each type of insurance which is provided on a claims-made basis: unlimited extended reporting period coverage which allows for an unlimited period of time to report claims from incidents that occurred after the policy's retroactive date and before the end of the policy period (tail coverage), or; continuous coverage from the original retroactive date of coverage. The original retroactive date of coverage means original effective date of the first claim-made policy issued for a similar coverage while Provider was under Agreement with the County on behalf of the Agency.
 - 8) Provider will require all insurance policies in any way related to the work and secured and maintained by Provider to include endorsements stating each underwriter will waive all rights of recovery, under subrogation or otherwise, against the County and the Agency. Provider will require of subcontractors, by appropriate written agreements, similar waivers each in favor of all parties enumerated in this section.
 - 9) Provider, the County, and the Agency agree to fully cooperate, participate, and comply with all reasonable requirements and recommendations of the insurers and insurance brokers issuing or arranging for issuance of the policies required here, in all areas of safety, insurance program administration, claim reporting and investigating and audit procedures.
 - 10) Provider's insurance coverage shall be primary insurance with respect to the County, the Agency, their respective officials, employees, agents, and volunteers. Any insurance maintained by the County or the Agency shall be excess of Provider's insurance and shall not contribute to it.
 - 11) If any of the work or Services contemplated by this Agreement is subcontractors, Provider will ensure that any subcontractors comply with all insurance requirements contained herein.

Article XXI. INDEMNIFICATION & HOLD HARMLESS

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

Article XXII. SCREENING AND SELECTION

A. Criminal Record Check

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

B. Transportation of Child

- 1) Any individual transporting Childs shall possess the following qualifications:
 - a. Prior to allowing an individual to transport a Child, an initial satisfactory Bureau of Motor Vehicle ("BMV") abstract from the State of Ohio (or the state the Provider conducts its business) or other mutually agreed upon documentation and, if applicable, from the individual's state of licensure must be obtained;
 - b. Thereafter, an annual satisfactory BMV abstract report must be obtained from the State of Ohio (or the state the Provider conducts its business) or other mutually agreed upon documentation and, if applicable, from the individual's state of licensure; and
 - c. A current valid driver's license and vehicle insurance must be maintained.
- 2) In addition to the requirements set forth above, Provider shall not permit any individual to transport a Child if:
 - a. the individual has a condition which would affect safe operation of a motor vehicle;
 - b. the individual has six (6) or more points on his/her driver's license; or
 - c. the individual has been convicted of, or pleaded guilty to, a violation of section 4511.19 (Operating vehicle under the influence of alcohol or drugs – OVI or OVJAC) of the Revised Code if the individual previously was convicted of or plead guilty to two or more violations within the three years immediately preceding the current violation.

C. Rehabilitation

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

D. Verification of Job or Volunteer Application:

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

Article XXIII. PROHIBITION OF CORPORAL & DEGRADING PUNISHMENT

Agency prohibits the use of corporal or degrading punishment against child served by Agency.

Article XXIV. EXCLUDED PARTIES LIST

The Excluded Parties List prohibits public agencies from awarding an Agreement for goods, services, or construction, paid for in whole or in part from federal, state and local funds, to an entity identified on the list. By entering into this Agreement, Provider warrants and represents that they are not currently on the Excluded Parties List. Provider shall notify the Agency within ten (10) business days of its notification should the Provider be placed on this Excluded Parties List during any term of the Agreement.

Article XXV. PUBLIC RECORDS

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

Article XXVI. CHILD SUPPORT ENFORCEMENT

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

Article XXVII. DECLARATION OF PROPERTY TAX DELINQUENCY

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

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

Article XXVIII. SUBCONTRACTING AND DELEGATION

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

Article XXIX. PROPERTY OF AGENCY

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

Article XXX. WAIVER

Any waiver by either party of any provision or condition of this Agreement shall not be construed or deemed to be a waiver of any other provision or condition of this Agreement, nor a waiver of a subsequent breach of the same provision or condition.

Article XXXI. NO ADDITIONAL WAIVER IMPLIED

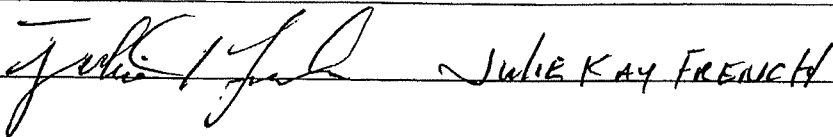

If the Agency or Provider fails to perform any obligations under this Agreement and thereafter such failure is waived by the other party, such waiver shall be limited to the particular matter waived and shall not be deemed to waive any other failure hereunder. Waivers shall not be effective unless in writing.

Article XXXII. APPLICABLE LAW AND VENUE

This Agreement and any modifications, amendments, or alterations, shall be governed, construed, and enforced under the laws of Ohio. Any legal action brought pursuant to the Agreement will be filed in the courts located in Warren County, Ohio.

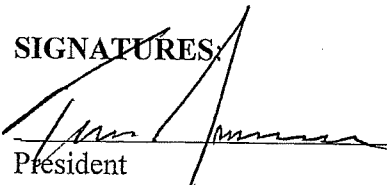
IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of the signature of the parties.

SIGNATURES OF PARTIES:

Provider:		Date	10.9.17
Printed Name	NECCO, Inc.		
Agency:			
Printed Name	Warren County Children Services	Date	1-24-18

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by the President of the Warren County Board of Commissioners, pursuant to Resolution Number 18-0168, dated 2/18/18.

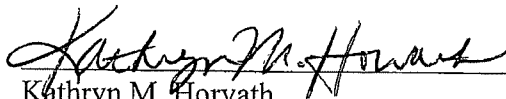
SIGNATURES:



President
Warren County Board of Commissioners

Date

Approved as to Form:



Kathryn M. Horvath
Assistant Prosecuting Attorney

PURCHASE ORDER FILE INQUIRY

FAOI25-FAS20

PURCHASE ORDER#. 22324
 EXPENDED AMT. .00
 FUND..... 273
 SUB-FUND.....
 FUNCTION..... 5100
 OBJECT..... 447
 SUB-ACCOUNT..
 VENDOR NUMBER 00000
 APPROVAL DATE 1/05/18
 BLANKET PO... YES
 CANCELLATION. 0/00/00
 P.O. AMOUNT.. 3,000,000.00

TRAN CODE. 0001 GENERAL PO TRANSACTION
 ORIGINAL MEMO.. CONTRACT PLACEMENT SVCS
 CHILDREN SERVICES
 *NONE
 CHILDREN SERVICES
 CHILD PLACEMENT SPECIALIZED
 *NONE
3,000,000.00 REMAINING AMOUNT
 Name...
 Address

LAST MEMO.. CONTRACT PLACEMENT SVCS

<u>QUANTITY</u>	<u>ITEM DESCRIPTION</u>	<u>PRICE</u>
1	CONTRACT PLACEMENT SVCS	3000000.00

F3-RETURN

ROLLUP/ROLLEDOWN-CHANGE PAGE

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

ADDENDA TO AGREEMENT

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

This Agreement is between

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

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

and

hereinafter "Provider," whose address is:

Provider NECCO, Inc.		
Street/Mailing Address 415 Glensprings DR STE 201		
City Cincinnati	State OH	Zip Code 45246

Contract ID : 14328413

Originally Dated :01/01/2018 to 03/31/2019

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

Amendment Number 1 :

Amendment Reason:	OTHER
Amendment Begin Date:	01/01/2018
Amendment End Date :	03/31/2019
Increased Amount:	\$0.00

Article Name:

Amendment Reason Narrative:

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

Title IV-E Schedule A Rate Information

Title IV-E Schedule A Rate Information
 Agency : Warren County Children Services
 Run Date: 09/12/2017
 Provider / ID : NECCO, Inc. / 12429353
 Contract Period : 01/01/2018 - 03/31/2019
 Cost/Amendment Period :01/01/2018 -

Service Description	Service ID	Person	Person ID	Maintenance Per Diem	Administration Per Diem	Case Management Per Diem	Transportation / Administration Per Diem	Transportation / Maintenance Per Diem	Other Direct Services Per Diem	Behavioral Healthcare Per Diem	Other Per Diem Cost	Total Per Diem	Cost Begin Date	Cost End Date
Traditional Foster Care (30246)-FFH	4973663			\$29.05	\$32.00							\$61.05	01/01/2018	03/31/2019
Treatment Foster Care Level 1 (30247)-SN	4977663			\$37.13	\$31.00							\$68.13	01/01/2018	03/31/2019
Treatment Foster Care Level 2/3 (30248)-SN	4977664			\$39.73	\$33.00							\$72.73	01/01/2018	03/31/2019
Treatment Foster Care Special Needs (30249)-SN	4973664			\$42.47	\$38.47							\$80.94	01/01/2018	03/31/2019

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

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

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

AMENDMENT #1

Article V. PROVIDER RESPONSIBILITIES

The parties do hereby agree that Article V, subsection B of the Agreement shall be deleted in its entirety and replaced with the following language:

“Provider agrees to submit the SORC monthly progress report as negotiated by the parties for each child no later than the fifteenth (15th) day of each month. The SORC progress report will be based on the agreed upon services to be delivered to the child and/or family and will include documentation of services provided to the child and/or discharge summary. Failure to submit the SORC progress report may result in a delay of payment, until such time as the Provider complies with the reporting requirements.”

AMENDMENT #2

Article V. PROVIDER RESPONSIBILITIES

The parties further agree that the following provision shall be added to Article V of the Agreement:

“Provider agrees to provide additional services (e.g. transportation of the child for routine services, including, but not limited to, court hearings, visitations, family visits, medical appointments, school, therapies, and recreational activities).”

AMENDMENT #3

Article V. PROVIDER RESPONSIBILITIES

WHEREAS, the parties have agreed in Article V, subsections (D) and (E) of the Agreement that the Provider will notify the Agency under certain circumstances of death, critical injury, critical incidents, or emergencies involving an Agency child; and

WHEREAS, the parties have agreed in Article V, subsection (F) of the Agreement that the Provider will notify the Agency within 24 hours of certain non-emergency circumstances involving an Agency child; and

WHEREAS, the parties have agreed in Article V, subsection (G) of the Agreement that notification shall contain written documentation; and

WHEREAS, the parties desire to detail the procedure Provider is to follow for notification in such circumstances and for provision of written documentation;

The parties hereby agree to the following procedures:

I. NOTIFICATION OF DEATH, CRITICAL INJURY, CRITICAL INCIDENT, OR EMERGENCY INVOLVING AGENCY CHILD

A. Normal Business Hours

If notification is made during the Agency's normal business hours, Provider shall make notification by calling the main telephone number at (513) 695-1546. Provider shall attempt telephone contact with the following personnel, in the following order, and shall continue to attempt contact until made:

- (1) The Agency Director;
- (2) The Agency Deputy Director;
- (3) The supervisor assigned to the child's case;
- (4) Another supervisor; or
- (5) The caseworker assigned to the child's case.

A voicemail left during normal business hours does not constitute notification.

B. After Normal Business Hours

If notification is made after the Agency's normal business hours, Provider shall make notification by calling the Agency's after-hours hotline telephone number at (513) 695-1600. Provider shall leave a message containing the following information:

1. Name of Provider
2. Name of caller
3. Call-back number
4. Name of child
5. A statement that the caller wishes to make notification of death, critical injury, critical incident, or emergency involving an Agency child.

Notification is not complete after normal business hours until Provider is contacted by return call from an Agency representative.

Following notification, Provider shall remain immediately available for further communications from the Agency.

II. NOTIFICATION OF NON-EMERGENCY INVOLVING AGENCY CHILD

During normal business hours and within 24 hours following the non-emergency situation, Provider shall call the Agency's main telephone number at (513) 695-1546. Provider shall attempt telephone contact with the following personnel, in the following order, and shall continue to attempt contact until made:

- (1) Supervisor assigned to child's case;
- (2) Caseworker assigned to child's case; or
- (3) Another supervisor.

A voicemail left during normal business hours does not constitute notification.

III. WRITTEN DOCUMENTATION

Provider shall provide written documentation of emergency and non-emergency situations pursuant to Article V, subsection (G) by any of the following methods:

A. MAIL – Provider may mail documentation to the attention of the Agency Director in situations of death, critical injury, critical incident, or emergencies, or to the attention of the supervisor assigned to the child's case in non-emergency situations at the following address:

Warren County Children's Services
416 S. East Street
Lebanon, Ohio 45036

B. FASCIMILE/ FAX – Provider may fax documentation to the attention of the Agency Director in situations of death, critical injury, critical incident, or emergencies, or to the attention of the supervisor assigned to the child's case in non-emergency situations at the following fax numbers:

(513) 695-1247; or
(513) 695-1880

C. ELECTRONIC MAIL/ EMAIL –

1. In the event of death, critical injury, critical incident, or emergency involving an Agency child, Provider may email documentation to the Agency Director, copying the Agency Deputy Director, the supervisor assigned to child's case, and the caseworker assigned to child's case.

2. In the event of a non-emergency involving an Agency child, Provider may email documentation to the supervisor assigned to child's case, copying the caseworker assigned to the child's case.

AMENDMENT #4

ARTICLE VI. AGENCY RESPONSIBILITIES

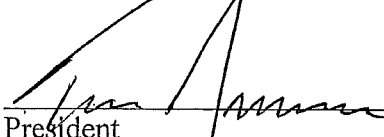
The parties further agree that Article VI, subsection (G) of the Agreement shall be amended as follows:

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

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

IN WITNESS WHEREOF, the parties hereto have executed this Addendum to the Agreement by the President of the Warren County Board of Commissioners, pursuant to Resolution Number 18-0168, dated 2/8/18, and by the duly authorized _____ of _____ [Provider].

SIGNATURES OF PARTIES:



President
Warren County Board of Commissioners

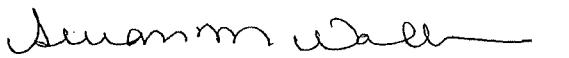
Date 2/8/18



Provider

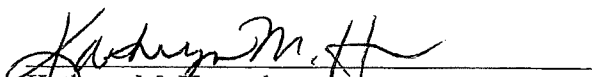
Date 10.9.17

Reviewed by:



Director
Warren County Children's Services

Approved as to Form:



Kathryn M. Horvath
Assistant Prosecuting Attorney



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/5/2017

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.

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.

PRODUCER: Hylant - Cincinnati, 50 E-Business Way, Ste 420, Cincinnati OH 45241
CONTACT NAME: Jen Back, PHONE: 513-985-2400, FAX: 513-985-2404, E-MAIL ADDRESS: jen.back@hylant.com
INSURER(S) AFFORDING COVERAGE: INSURER A: Philadelphia Indemnity Ins Co (NAIC # 18058), INSURER B: Argonaut-Midwest Insurance Company (NAIC # 19828), INSURER C: Pinnacle Point Insurance, INSURER D: , INSURER E: , INSURER F:

COVERAGES CERTIFICATE NUMBER: 1371604991 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.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSD, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include Commercial General Liability, Automobile Liability, Umbrella Liability, Workers Compensation and Employers' Liability, and Professional Liability.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Owned Locations
115 Private Rd. 977 C.R. 44 (Building 1) PEDRO, OH Necco Center - Office
115 Private Rd. 977 C.R. 44 (Building 2) PEDRO, OH Necco Center - Clinical Bldg
115 Private Rd. 977 C.R. 44 (Building 3) PEDRO, OH Necco Center - Recreation Bldg
115 Private Rd. 977 C.R. 44 (Building 4) PEDRO, OH Necco Center - Storage Bldg
115 Private Rd. 977 C.R. 44 (Building 5) PEDRO, OH Necco Center - Office Trailer
See Attached...

CERTIFICATE HOLDER: Evidence of Coverage
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: [Signature]



ADDITIONAL REMARKS SCHEDULE

AGENCY Hylant - Cincinnati		NAMED INSURED ENA, Inc. 1404 Race Street Suite 302 Cincinnati OH 45202	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE**

- 115 Private Rd. 977 C.R. 44 (Building 6) PEDRO, OH Necco Center - Nurses Office
- 115 Private Rd. 977 C.R. 44 (Building 7) PEDRO, OH Necco Center - Cottage 1
- 115 Private Rd. 977 C.R. 44 (Building 8) PEDRO, OH Necco Center - Cottage 2
- 115 Private Rd. 977 C.R. 44 (Building 9) PEDRO, OH Necco Center - Cottage 3
- 115 Private Rd. 977 C.R. 44 (Building 10) PEDRO, OH Necco Center - Cottage 4
- 115 Private Rd. 977 C.R. 44 (Building 11) PEDRO, OH Necco Center - Educational Ctr.
- 115 Private Rd. 977 C.R. 44 (Building 12) PEDRO, OH Necco Center - Gym
- 115 Private Rd. 977 C.R. 44 (Building 13) PEDRO, OH Necco Center - Training Ctr.
- 115 Private Rd. 977 C.R. 44 (Building 14) PEDRO, OH Necco Center - Barn
- 115 Private Rd. 977 C.R. 44 (Building 15) PEDRO, OH Necco Center
- 115 Private Rd. 977 C.R. 44 (Building 16) PEDRO, OH Necco Center
- 115 Private Rd. 977 C.R. 44 (Building 17) PEDRO, OH Necco Center
- 115 Private Rd. 977 C.R. 44 (Building 18) PEDRO, OH Necco Center
- 115 Private Rd. 977 C.R. 44 (Building 19) PEDRO, OH Necco Center
- 115 Private Rd. 977 C.R. 44 (Building 20) PEDRO, OH Necco Center
- 178 Private Dr. 19423 SOUTH POINT, OH Necco - South Point
- 59 Fivco Ct. GRAYSON, KY Necco - Grayson
- 125 Eagle Nest Dr. PADUCAH, KY Necco - Paducah

Leased Properties

- 75 Cavalier Blvd. Ste. 110 FLORENCE, KY
- 503 Darby Creek Rd. #A LEXINGTON, KY
- 4341 South Highway 27 SOMERSET, KY
- 4424 Columbia Rd. Ste. B MARTINEZ, GA
- 9556 Tara Blvd. Ste. 400 JONESBORO, GA
- 2231 Dawson Rd. Ste. U ALBANY, GA
- 1404 Race St. Ste. 302 CINCINNATI, OH
- 466 Village Ln. HAZARD, KY
- 415 Glensprings Dr. Ste. 20 CINCINNATI, OH
- 150 N. Crest Blvd. MACON, GA
- 942 Searcy Way BOWLING GREEN, KY
- 501 Darby Creek Rd. LEXINGTON, KY Office Units 41-41A
- 2 Bonnie Blvd. HUNTINGTON, WV
- 1941 Bishop Ln. Ste. 100 LOUISVILLE, KY Office
- 5000 Back Square Dr. Ste. C OWENSBORO, KY
- 824 Cross Lanes Dr. CROSS LANES, WV Office
- 27 Mercer St. Unit 4 CINCINNATI, OH Condominium
- 313 Hudgins St. LOGAN, WV Office
- 4000 N. Dixie Hwy Ste. 2 ELIZABETHTOWN, KY Office
- 2262 Mount Zion Rd. JONESBORO, GA Office



**Bureau of Workers'
Compensation**

30 W. Spring St.
Columbus OH 43215-2256

Governor **John R. Kasich**
Administrator/CEO **Sarah D. Morrison**

www.bwc.ohio.gov
1-800-644-6292

07/03/2017
Date Mailed

#BWNFVSQ

ENA INC
PO BOX 568
SOUTH POINT, OH 45680-0568

IMPORTANT DOCUMENT: REMOVE AND POST



**Bureau of Workers'
Compensation**

30 W. Spring St.
Columbus, OH 43215

Certificate of Ohio Workers' Compensation

This certifies that the employer listed below participates in the Ohio State Insurance Fund as required by law. Therefore, the employer is entitled to the rights and benefits of the fund for the period specified. This certificate is only valid if premiums and assessments, including installments, are paid by the applicable due date. To verify coverage, visit www.bwc.ohio.gov, or call 1-800-644-6292.

This certificate must be conspicuously posted.

Policy number and employer
01294466

Period Specified Below
07/01/2017 to 07/01/2018

ENA INC
PO BOX 568
SOUTH POINT, OH 45680-0568



www.bwc.ohio.gov
Issued by: WC


Administrator/CEO

You can reproduce this certificate as needed.

Ohio Bureau of Workers' Compensation

Required Posting

Effective Oct. 13, 2004, Section 4123.54 of the Ohio Revised Code requires notice of rebuttable presumption. Rebuttable presumption means an employee may dispute or prove untrue the presumption (or belief) that alcohol or a controlled substance not prescribed by the employee's physician is the proximate cause (main reason) of the work-related injury.

The burden of proof is on the employee to prove the presence of alcohol or a controlled substance was not the proximate cause of the work-related injury. An employee who tests positive or refuses to submit to chemical testing may be disqualified for compensation and benefits under the Workers' Compensation Act.



**Bureau of Workers'
Compensation**

You must post this language with the Certificate of Ohio Workers' Compensation.



Department of
Job and Family Services

John R. Kasich, Governor
Cynthia C. Dungey, Director

July 31, 2017

Edward Necco, Board President
ENA, Inc.
1111 Broadway Street
Cincinnati, OH 45202

RE: Issuance of a Full Certificate to Perform Specific Functions to: ENA, Inc., 115 Private Road, P.O. Box 6, Pedro, Ohio 45659 (Recertification - Study ID# 80668)

Dear Mr. Necco:

The Ohio Department of Job and Family Services (ODJFS) is hereby issuing a full certificate to the above named agency to perform the functions identified below, in accordance with all applicable Chapters of the Ohio Administrative Code (OAC). Enclosed is a copy of the certificate that is in effect from **August 1, 2017 through July 31, 2019**. The original certificate has been sent to the agency's administrator.

The following functions are hereby under full certification:

1. To operate a Children's Residential Center, with a capacity of 15 Male Children children from 9 to 21 years of age, and if mentally or physically handicapped persons under 21 years of age, known as:

Lawrence Cottage
115 County Road 977
Pedro, Ohio 45659

To operate a Children's Residential Center, with a capacity of 15 Male Children children from 9 to 21 years of age, and if mentally or physically handicapped persons under 21 years of age, known as:

Darst Cottage
115 County Road 977
Pedro, Ohio 45659

To operate a Children's Residential Center, with a capacity of 15 Male Children children from 9 to 21 years of age, and if mentally or physically handicapped persons under 21 years of age, known as:

Koster Cottage
115 County Road 977
Pedro, Ohio 45659

30 East Broad Street
Columbus, Ohio 43215
jfs.ohio.gov

An Equal Opportunity Employer and Service Provider

To operate a Children's Residential Center, with a capacity of 15 Male Children children from 9 to 21 years of age, and if mentally or physically handicapped persons under 21 years of age, known as:

Vesuvius Cottage
115 County Road 977
Pedro, Ohio 45659

2. To operate or provide independent living.

Although the review completed by ODJFS showed your agency to be in acceptable compliance with applicable OAC rules, the following noncompliance areas were cited. A Corrective Action Plan has been submitted and approved for each of the following areas:

Review Noncompliance

RULE	RULE TITLE
OAC 5101:2-9-08(A)(3)	Fire Safety
OAC 5101:2-5-09(E)(O)(5)	Personnel and Prohibited Convictions for Employment
OAC 5101:2-9-12(B)(7)(d)	Service Plan

If you have any questions, please contact Rowena Hayslip, Licensing/Certification Specialist at the Dayton Field Office, 6680 Poe Avenue, Suite 350, at (937) 264-5740 or e-mail at Rowena.Hayslip@jfs.ohio.gov.

Sincerely,



Carla K. Carpenter
Deputy Director
Office of Families and Children

Enclosure

c: Greg Thompson, Director
Lakelsha Hilton, OFC
Gina Velotta, OFC
Rowena Hayslip, OFC
File

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

**John R. Kasich
Governor**

This is to Certify that

**ENA, INC.
115 PRIVATE ROAD, PO BOX 6
PEDRO, OHIO 45659
(RECERTIFICATION – STUDY# 80668)**

Has been inspected pursuant to Chapter 5103, of the Ohio Revised Code and applicable Ohio Administrative Code rules.
The specific functions which the agency is certified to perform are listed below and explained in detail in the accompanying letter.

**To operate a Children's Residential center(s)
To operate or provide Independent Living arrangements**

This certificate is effective From August 1, 2017 To July 31, 2019
Temporary certificate expiration date To _____

Unless sooner revoked or amended by the Ohio Department of Job and Family Services



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

Resolution

Number 18-0169

Adopted Date February 08, 2018

APPROVE AND ENTER INTO A TANF PRC CONTRACT WITH THE ABUSE AND RAPE CRISIS SHELTER OF WARREN COUNTY ON BEHALF OF THE WARREN COUNTY DEPARTMENT OF HUMAN SERVICES

BE IT RESOLVED, to approve and enter into a contract with the Abuse and Rape Crisis Shelter of Warren County on behalf of Warren County Department of Human Services in the total amount of \$31,200.00 TANF/PRC funds beginning 3/1/18 and ending 6/30/18; copy of contract attached hereto and made a part hereof.

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

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

Resolution adopted this 8th day of February 2018.

BOARD OF COUNTY COMMISSIONERS



Laura Lander, Deputy Clerk

cc: c/a – Abuse and Rape Crisis Shelter of Warren County
Human Services (file)

**WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES
TANF/PRC SUBGRANT AGREEMENT WITH
ABUSE & RAPE CRISIS SHELTER OF WARREN COUNTY**

WITNESSETH THAT;

WHEREAS, it is the purpose of the Warren County Department of Job and Family Services, Division of Human Services to provide a variety of Social Services to TANF/PRC eligible individuals in the community as a way to improve and enhance the quality of life of the county citizens;

And

WHEREAS, one method the Department utilizes to fulfill this objective is through the issuance of TANF funding through the Prevent Retention and Contingency Program for both direct and indirect services and benefits;

And

WHEREAS, Warren County Division of Human Services desires to enter into a Sub-grant agreement with Abuse and Rape Crisis Shelter of Warren County;

NOW, THEREFORE, in consideration of the promises and the mutual covenants and obligations herein contained, and subject to the terms and conditions hereinafter stated, the parties hereto understand and agree as follows:

ARTICLE I DEFINITIONS, PURPOSE, OBLIGATIONS

A. Definitions

"State" means the Governor of the State of Ohio, or any agency, department, person or persons authorized in his behalf.

"Sub-recipient" means Abuse and Rape Crisis Shelter of Warren County; 27 N East Street, Lebanon OH 45036.

"Department" means the Warren County Department of Job and Family Services, Division of Human Services, 416 S East Street Lebanon OH 45036

B. Purpose of Sub-grant

The purpose of the sub-grant is to state the covenants and conditions under which the Sub-recipient will provide services and benefits for the purpose reaching self-sufficiency, and housing for children and families.

C. Obligations of the Sub-recipient

The Sub-recipient agrees to operate a program, described in the Abuse & Rape Crisis Shelter of Warren County PRC Proposal as found in Exhibit A, in accordance with Federal, State, and local laws, ordinances, regulations, and/or guidelines and any additions, deletions or amendments thereto.

The Sub-recipient shall not perform in any way inconsistent with the terms of this sub-grant except as approved, in writing, by the Department. Adjustments in the services to be provided per the attached Exhibits may not be made without prior approval of the Department.

The Sub-recipient agrees to accept responsibility for reconciling and/or complying with any audit finding rendered by an appropriate state or federal audit entity when the finding relates directly to the provisions of this sub-grant. The Sub-recipient agrees to reimburse the Department the full amount of payment received due to duplicate billing, erroneous billings, deceptive claims or falsification.

D. Client Eligibility

The Sub-recipient will determine client eligibility for those who will be serviced through the Sub-recipient's program, pursuant to Chapter 5101 of the Ohio Revised Code, and any rules promulgated by the Ohio Department of Job and Family Services.

Eligibility for Sub-recipient's services is accomplished by using the Self-Declaration Application for TANF/Title XX Services, Exhibit B. All eligibility criteria outlined within the Warren County Prevention, Retention, Contingency Plan (Exhibit C), must be followed by the Sub-recipient.

The Self-Declaration Application will be valid for one year from date of signature. If the recipient leaves the program for greater than 30 days, a new Self-Declaration Application will be required.

The accuracy and legitimacy of the Sub-recipient's eligibility determination process will be subject to periodic monitoring by the Department.

ARTICLE II CONTENT OF PROGRAM PROPOSAL

Refer to Exhibits A attached, and incorporated herein by this reference.

ARTICLE III COMPENSATION AND METHOD OF PAYMENT

A. Reimbursement

The Department agrees that reimbursement of all costs will be dependent upon Sub-recipient performance in the delivery of services and benefits specified in Exhibit A and C, attached. The Sub-recipient agrees by the 10th working day of each month to submit an invoice and supporting documentation to the Department for any services delivered the previous month. Payment shall be made by the Warren County Auditor upon proper presentation of request, when approved by the Department and the Sub-recipient, within 30 days from receipt of the approved invoice.

Reimbursement of Sub-recipient's cost shall be through a Fixed Unit Cost. **The unit cost shall be \$26.00 per client per day rate.** Unit of cost shall be per eligible individual per night that services are provided.

The Sub-recipient will bill the Department based on Fixed Unit Cost for Services Delivered.

B. Availability of Funds

Payments for all services provided in accordance with the provisions of this Sub-Grant Agreement are contingent upon the availability of funding and will not exceed **\$31,200.00, for the period of March 1, 2018 thru June 30, 2018** at which time the agreement may be renewed through addendum and the amount can be increased as determined by both parties. (Exhibit A).

C. Maximum Compensation

The Sub-recipient agrees to accept as payment in full, for services rendered in a manner satisfactory to the Department, not to exceed **\$31,200.00** during the term of this sub-grant. The amount of **\$31,200.00** includes the following expenses; salary, benefits, travel, supplies, postage, equipment, phones, rent/mortgage, utility, maintenance, other indirect costs and administration costs.

Payments for all services provided in accordance with the provisions of this Sub-Grant Agreement are contingent upon the availability of (and will not exceed the total of) local, state, and federal funds as follows:

Allocation	Contract Amount	Budget Reference	Award LD/FAIN#	CFDA Number
TANF Administration	\$3,120.00	JFSCTF18	1601OHTANF	93.558
TANF Regular	\$28,080.00	JFSCTF18	1601OHTANF	93.558

Funds available under this agreement may not be used for food. Mileage cannot exceed the county’s established mileage reimbursement rate, currently \$0.50.

D. Provision of Funding

If funds anticipated to be received by the Department are suspended, not forthcoming, or terminated in whole or in part, funding for this sub-grant shall terminate, and the sub-recipient shall receive payments for services rendered up to the date of notification of non-funding.

Unearned payments under this sub-grant may be suspended or terminated upon refusal to accept any additional conditions that may be imposed by ODJFS at any time.

ARTICLE IV ACCESS TO RECORDS

At any time, during regular business hours, with reasonable notice, and as often as the Department, the Comptroller General of the United States, the State, or other agency or individual authorized by the Department may deem necessary, Sub-recipient shall make available to any or all the above named parties or their authorized representatives, all sub-grantees, invoices, receipts, payrolls, personnel records, enrollees records, reports, documents and all other data relating to all matters covered by this Sub-grant. The Department and the above named parties shall be permitted by the Sub-recipient to inspect, audit, make excerpts, photo-static copies and/or transcripts of any and all documents relating to all matters covered by this contract. Sub-recipient must maintain all required records for three years after final payment is made and all other pending matters are closed.

Except as noted above, the Sub-recipient agrees that the use or disclosure by any party of any information concerning eligible individuals for any purpose not directly related to the performance of this sub-grant is prohibited, except upon written consent of the eligible individual or that individual’s parent or guardian.

ARTICLE V TIME OF PERFORMANCE

This Sub-Grant Agreement shall be effective **March 1, 2018** and shall terminate on **June 30, 2018**. The services of the Sub-recipient are to commence immediately upon execution of the sub-grant agreement and all costs allowable under the sub-grant agreement shall be incurred and the final invoice received by the Department no later than close of business **July 10, 2018**.

ARTICLE VI BONDING AND INSURANCE

The Sub-recipient shall maintain during the term of this Sub-grant agreement, the applicable insurance and bonds specified below:

- a. Worker's Compensation Insurance as required by Ohio law.

- b. Public Liability Insurance on comprehensive basis, including Contingent Liability, in amounts not less than \$100,000 per person, \$300,000 per occurrence for bodily injury, and \$25,000 per occurrence for property damage.
- c. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in performance of this sub-grant agreement, in amounts as indicated in b, above.

ARTICLE VIII INDEPENDENT SUB-RECIPIENT RELATIONSHIP

It is the intent of the Sub-recipient and the Department to create an independent Sub-recipient relationship. The Sub-recipient will determine eligibility for services based upon the guidelines or direction set forth by the Department, but the Sub-recipient shall determine the legal means by which this work is accomplished. The Department is not responsible for withholding, and shall not withhold, FICA or taxes of any kind from any compensation paid or owed to the Sub-recipient. Neither the Sub-recipient nor Sub-recipient's employees shall be entitled to receive from the Department any benefits which the officers and employees of the Department are entitled to receive and shall not be entitled to receive from the Department workers' compensation, unemployment compensation, medical insurance, life insurance, paid vacations, paid holidays, sick leave, pension benefits, profit sharing, Social Security, Ohio Public Employees Retirement, or any and all other benefits on account of their work for the Department.

This Sub-grant Agreement does not create an agency relationship, or partnership between the Sub-recipient and the Department. The Sub-recipient has no authority to enter into agreements on behalf of the Department, to bind the Department to any obligation, or to incur any liability in behalf of the Department.

ARTICLE IX MAINTENANCE OF EFFORT

It is understood and agreed that the level of services, activities, and expenditures by the Sub-recipient, in existence prior to the initiation of services hereunder shall be continued and not be reduced in any way as a result of this sub-grant agreement except for reduction unrelated to the provisions of purposes herein stated. The Sub-recipient shall certify that any costs incurred pursuant to this Sub-grant agreement will not be included as a cost of any other federally financed program in either the current or a prior period.

ARTICLE X CONFLICT OF INTEREST

The Sub-recipient covenants that no person, under its employ, who presently exercises any functions or responsibilities in connection with the Department or projects or programs funded by the Department, has any personal financial interest, direct or indirect, in this Sub-grant agreement. The Sub-recipient further covenants that in the performance of this Sub-grant agreement, no person having such conflict shall be employed. Any such interest, on the part of the Sub-recipient or its employees, must be disclosed in writing to the Department.

ARTICLE XI MODIFICATIONS

Modifications of this Sub-grant agreement may be made by the written mutual consent of the parties hereto.

ARTICLE XII TERMINATIONS

This agreement may be terminated by:

- A. Either party, upon the provision of thirty (30) days written notice.
- B. Mutual Agreement of the parties.
- C. Death or some other incapacity that prevents the Sub-recipient from fulfilling Sub-recipient's duties as set out in this Sub-grant agreement.

ARTICLE XIII BREACH BY SUB-RECIPIENT

In the event that the Sub-recipient breaches the terms and conditions of this Sub-recipient, the Department may, at its discretion, immediately terminate the Agreement, withhold payment for services not rendered by the Sub-

recipient or both.

ARTICLE XIV ADDITIONAL OBLIGATIONS AND ASSURANCES OF SUBRECIPIENT

1. The Sub-recipient certifies that it possesses legal authority to enter into this Sub-grant agreement and that a resolution, a motion or similar action has been duly adopted as an official act of the Sub-recipient's governing body which authorizes the negotiation and execution of this Sub-grant agreement by the representative who signed the Sub-grant agreement below on behalf of the Sub-recipient.
2. The Sub-recipient certifies that all applicants to the program operated under this Sub-grant agreement, either as an employee or subcontractor of the Sub-recipient or as a program client shall be apprised of their rights and responsibilities at the time of application. No person with responsibility in the operation of the program will discriminate with respect to any program because of race, creed, color, national origin, gender, political affiliation, age, belief, or handicap. Any complaint of discrimination in the operation of such programs shall be handled in a manner, compliant with the policies and procedures of the Department.
3. The Sub-recipient shall have safeguards to prohibit employees from using their positions for a purpose that is, or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business or other ties.
4. The Sub-recipient shall maintain appropriate standards of health and safety in work and training situations.
5. The Sub-recipient may not hold the Department responsible for payment of funds if those same funds have not been received by, or from the State.
6. All reports, brochures, literature and pamphlets developed by the Sub-recipient for its work under this Sub-grant agreement shall acknowledge the Department and its role as the funding source for activities, and programs conducted by the Sub-recipient pursuant to this Sub-grant agreement.
7. The Sub-recipient shall maintain easily accessible and auditable financial records.
8. The Sub-recipient, as a Sub-recipient of federal funds, shall provide a copy of their 2 CFR 200 state audit. An A-133 audit is required if an organization is a non-profit, or a state or local government agency, and expends \$500,000.00 or more per year in federal awards.
9. The Sub-recipient assumes full financial liability for any subsequent questioned or disallowed costs associated with activities conducted by the Sub-recipient pursuant to this Sub-grant agreement.
10. The Sub-recipient will submit periodic reports, showing progress towards achieving the outcomes which are specified in Exhibit A, attached.
11. The Sub-recipient shall not discriminate against any employee or applicant for employment because of race, color, religion, gender, or national origin. The Sub-recipient will take affirmative action to insure that applicants are employed, and employees are treated during employment without regard to their race, color, religion, gender, or national origin.
12. The Sub-recipient shall, in all of Sub-recipient's solicitation or advertisements for employees, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, gender, or national origin.
13. The Sub-recipient shall comply with provisions of the Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by the Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations, 41C.F.R. Chapter 60.

14. The Sub-recipient warrants that neither it nor any party with whom it may subcontract for the performance of this Sub-grant agreement are listed on the debarred list due to violations of Titles VI, or VII of the Civil Rights Act of 1964, nor is the Sub-recipient aware of any pending action which might result in such debarment..
15. The Sub-recipient shall provide workers' compensation or other insurance coverage for injuries which may be suffered by its employees in accord with 20 CFR 692.22.
16. The Sub-recipient shall comply with any applicable minimum wage and maximum hour provisions of the Fair Labor Standards Act, and the Ohio Revised Code.
17. The Sub-recipient shall not make claims for payment from the Department for services rendered to eligible individuals when such claims would duplicate claims made from other sources of public funds available for the same service. The services being contracted for hereunder are not available on a non-reimbursable basis.
18. The Sub-recipient shall not discriminate against applicants for, and participants in the Ohio Works First Program established under Chapter 5107 of the Revised Code, and the Prevention, Retention, and Contingency Program established under Chapter 5108 of the Ohio Revised Code. The Sub-recipient further certifies that it will include a provision in any agreement, contract, grant or procedure requiring the other party to include a similar provision in any subcontract, agreement or grant issued by that entity for the performance of duties related to such agreement, contract, grant or procedure.
19. The Sub-recipient shall cooperate with the Ohio Department of Job and Family Services, and any Ohio Child Support Enforcement Agency in ensuring that its employees meet child support obligations established under state law. The Sub-recipient also agrees that it will include a like provision in any agreement, contract, grant, or procedure related to this Sub-grant agreement which require any subcontractor, or other party to cooperate with the Ohio Department of Job and Family Services, and any Ohio Child Support Enforcement Agency in ensuring that its employees meet child support obligations established under state law.
20. The Sub-recipient agrees to be bound by the disclosure rules of the Ohio Department of Job and Family Services. Disclosure of information in a manner inconsistent with said rules is a breach of this Sub-grant agreement, and a violation of Ohio Revised Code Sections 5101.27, and 5101.99.
21. The Sub-recipient agrees that the services it delivers pursuant to this Sub-grant agreement will be delivered in a manner consistent with the Department's Prevention Retention and Contingency Plan, Exhibit D.
22. The Sub-recipient agrees to comply with the Copeland "Anti-Kick Back" Act, 18 U.S.C. § 874, as supplemented by Department of Labor Regulations, 29 C.F.R. Part 3.
23. The Sub-recipient agrees to comply with the Davis-Bacon Act, 40 U.S.C. § 276a through 276a-7, as supplemented by the Department of Labor Regulations, 29 C.F.R. Part 5.
24. The Sub-recipient agrees to comply with Sections 103, and 107 of the Contract Work Hours and Safety Standards Act, 40 U.S. C. § 327 through 330, as supplemented by Department of Labor Regulations, 29 C.F.R. Part 5.
25. The Sub-recipient agrees to comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act, 42 U.S.C. § 1875(h); Section 508 of the Clean Water Act, 33 U.S.C. § 1368; Executive Order 11738; and, environmental protection agency regulations, 40 C.F.R. Part 15.
26. The Sub-recipient agrees to comply with the mandatory standards and policies relating to energy

efficiency which are contained in the state energy conservation plan issued in compliance with the Energy policy and Conservation Act, Pub.L. 94-136, 89 Stat.871.

27. The Sub-recipient agrees that the copyright to any copyrightable material created pursuant to this Sub-grant agreement, and that any discovery or invention which arises or is developed pursuant to the Sub-recipient's obligations under this Sub-grant agreement is the property of the Department.

ARTICLE XV NOTICES

Any and all notices required by this Agreement, unless otherwise specified herein, shall be delivered as follows:

To the Department:	To the Sub-recipient:
416 S East Street, Lebanon OH 45036	27 N East St, Lebanon OH 45036

ARTICLE XVI MERGER

This Agreement is the complete understanding between the parties. No prior or contemporaneous agreements, whether written or oral, may modify, enlarge or alter this written agreement except as incorporated by reference herein.

ARTICLE XVII SEPARABILITY

If any portion of this Sub-grant agreement is deemed to be illegal due to conflict with state or local law, the remainder of the Sub-grant agreement shall remain in full force and effect.

ARTICLE XVIII FORCE MAJUERE

Should the subject matter of this Sub-grant agreement be made illegal, abolished by the legislature or destroyed by an Act of God, or civil unrest then the agreement shall be terminated.

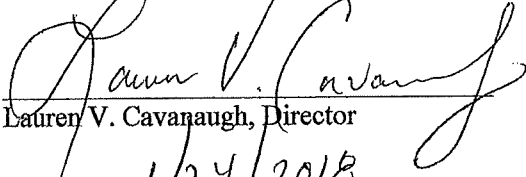
ARTICLE XIX HEADINGS

The paragraph headings contained in this Sub-grant agreement are solely for organizational purposes, and are of no substantive effect.

ARTICLE XX GOVERNING LAW

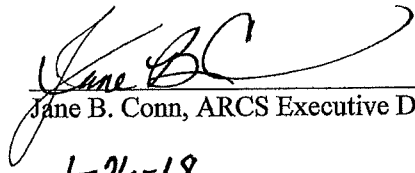
The parties agree that this Agreement shall be governed by, construed, and enforced in accord with the laws of the State of Ohio.

**WARREN COUNTY JFS
DIVISION OF HUMAN SERVICES**



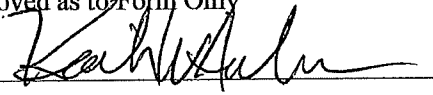
Lauren V. Cavanaugh, Director
Date 1/24/2018

**ABUSE & RAPE CRISIS SHELTER
OF WARREN COUNTY**

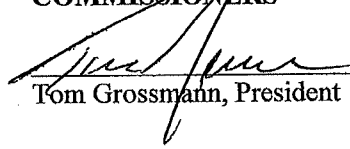


Jane B. Conn, ARCS Executive Director
Date 1-26-18

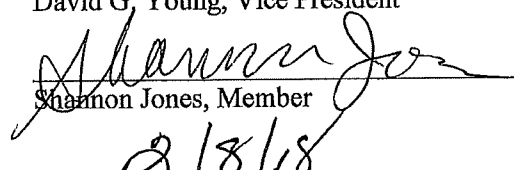
**WARREN COUNTY PROSECUTOR
Approved as to Form Only**

By: 

**BOARD OF WARREN COUNTY
COMMISSIONERS**



Tom Grossmann, President

David G. Young, Vice President


Shannon Jones, Member
Date 2/18/18

Project Budget Narrative

Exhibit A

ARCS proposes to invoice PRC for services at \$26 per client per day rate. Included in this rate will be costs for:

1. Shelter Advocates Salary/Fringe/Taxes (\$427,521 overall)

Request \$38,426 for Shelter Advocate/Case Managers and Volunteer Coordinator.

2. Fiscal

The 9 employees providing direct services to clients at the shelter represent 47% of staff.

Costs for fiscal duties are as follows:

Horizon payroll services \$ 2,700

Fiscal Manager \$55,312

Audit \$ 5,200

Total Request \$63,212 x 47% = \$29,710

3. Shelter Supplies/Food and Office Supplies (\$14,775 overall)

Request \$9,914

4. Occupancy – Utilities, Trash, Security (\$9,189 overall)

Request \$6,500

5. 8 phone lines at the shelter (\$7,216 overall)

Request \$3,000

6. Equipment Lease – Copier Maintenance Lease (\$2,000 overall)

Request \$1,500

7. Vehicle Maintenance/Fuel to transport Clients (\$3,300 overall)

Request \$2,180

8. Administrative Costs calculated at 10%

- a. Vehicle Insurance (\$1,500 overall)

Request \$150

- b. Shelter Mortgage (\$7,000 overall)

Request \$700

- c. Shelter Maintenance (\$8,000 overall)

Request \$800

- d. Shelter Insurance (\$7,200 overall)

Request \$720

2018	Shelter Overall	TANF/PRC
Salary	\$427,521	\$38,426
Bookkeeping/Audit/Payroll	\$63,212	\$29,710
Shelter Food and Supplies	\$14,775	\$9,914
Client Support	\$2,356	
Postage	\$250	
Occupancy - Utilities-Trash-Security	\$9,189	\$6,500
Phone	\$7,216	\$3,000
Equipment Lease	\$2,000	\$1,500
Vehicle Maintenance / Fuel/ Mileage	\$3,300	\$2,180
Vehicle Insurance	\$1,500	\$150
Shelter Mortgage	\$7,000	\$700
Shelter Maintenance	\$8,000	\$800
Shelter Insurance	\$7,200	\$720
Shelter Repairs/Renovations	\$13,381	
Staff Training/Mileage	\$5,500	
Total Expense/ Year	\$572,400	\$93,600
Shelter Nights	3600	3600
	\$159	\$26

March 1, 2018- June 30, 2018
4 Months = 1200 x \$26 = \$31,200

EXHIBIT 15

WARREN COUNTY SELF-DECLARATION APPLICATION FOR ARCS TANF/PRC SERVICES

Name:	For Agency Use Only
Social Security Number:	Subgrantee:
Present Address:	Worker:
Telephone/Contact Number:	Date received:

1. List EVERYONE living in your household, including yourself.

(If you are a non-custodial parent, list your children residing in Ohio.)

Name	Relationship to Applicant	Age	Source of Income
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			

2. Circle your family size below.

Family Size	Monthly Gross Income at 250% of the Federal Poverty Level
1	\$2,513
2	\$3,383
3	\$4,254
4	\$5,125
5	\$5,996
6	\$6,867
7	\$7,738
8	\$8,608

3. Check one:

- I declare that my family's gross monthly income is **at or below** the standard listed.
- I declare that my family's gross monthly income is **above** the standard listed.

4. Please read this statement carefully and respond below:

I reside in Warren County and have a child younger than 19 years of age in Ohio. All members of my household are citizens or qualified aliens. I am not in debt to the Department of Job & Family Services for an OWF or PRC overpayment due to fraud. I am not an unmarried parent under 18 who is not attending school or not living in an adult-supervised living arrangement. No one in my household is a fleeing felon or probation/parole violator. No one in my household is failing to cooperate with the Child Support Enforcement Agency in establishing paternity or securing child support. No one in my household has been found to have fraudulently misrepresented their residence in order to obtain benefits in two or more states.

- YES, I agree with the above statement (it is correct/true for me).
- NO, I disagree with the above statement (it is not correct/true for me).

5. Sign this application.

The information provided above is complete and correct to the best of my knowledge and belief.

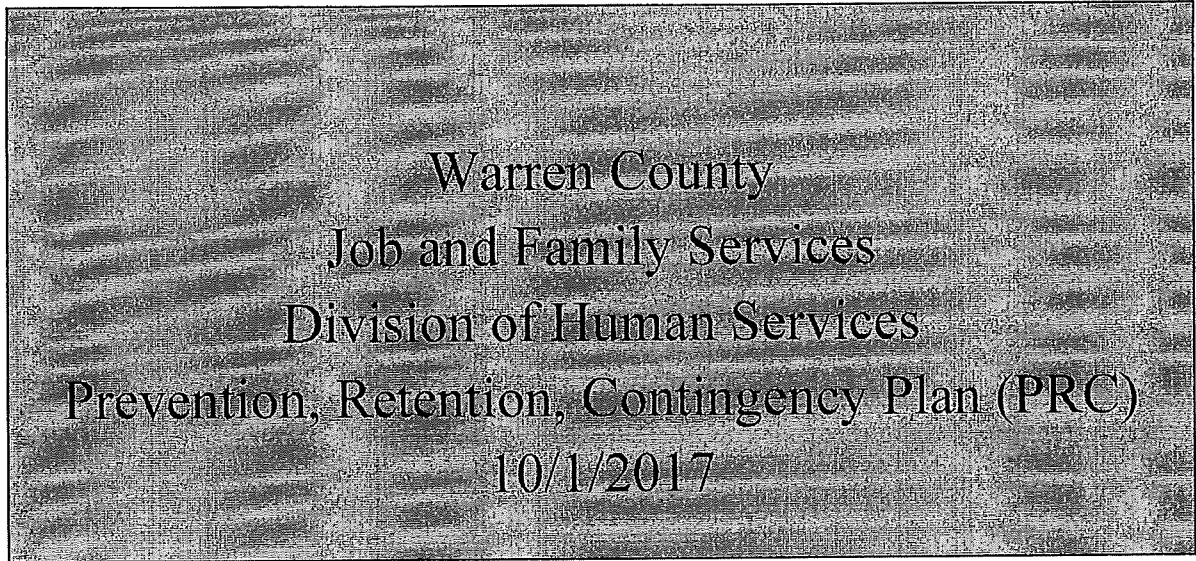
Signature of Applicant: _____ Date: _____

Voter Registration Notification: If you are not registered to vote where you live now, would like to register to vote at this time?

- Yes, I want to register to vote. No, I do not want to register to vote.
- (If you do not check either box, you will be considered to have decided not to register to vote at this time. This does NOT affect your application for benefits in any way.)

FOR AGENCY USE ONLY			
<input type="checkbox"/> Eligible	<input type="checkbox"/> Decision Letter Given (retain copy)	<input type="checkbox"/> Not Eligible	<input type="checkbox"/> Decision Letter Given (retain copy)
Signature of Worker		Date	

Exhibit C



**Warren County Job & Family Services
Division of Human Services
416 S. East Street
Lebanon, OH 45036
513-695-1420**

**Contact Information:
Lauren Cavanaugh, Director
513-695-1402**

**Arlene Byrd, Deputy Director
513-695-1422**

**Kiley Dane, Supervisor
513-695-1405**

Table of Contents

SECTION I. INTRODUCTION	3
SECTION II. EMERGENT NEED AND EXPLORING COMMUNITY RESOURCES	4
SECTION III. ELIGIBILITY	4
A. Economic Needs	4
B. Resources/Assets.....	6
C. Assistance Groups.....	7
D. Disqualifiers	8
E. Application Process	8
F. PRC Program Modification/Termination.....	9
SECTION IV. CHILD WELFARE: SERVICES AND BENEFITS	10
A. Kinship Navigator Services	10
B. TANF Child Welfare	11
Definitions of Eligible TANF Child Welfare Services	12
C. Kinship and Child Welfare Conditional Services	14
SECTION V. WCDJFS: SERVICES AND BENEFITS	15
Ineligible Applicants	15
Contingency Services.....	15
Employment and Training Services/Benefits.....	16
Rent Assistance.....	16
Utility Assistance	17
Automobile Repair.....	17
Transportation Assistance	18
Child Care Registration Fees	18
Ohio Youth to Work Program.....	19
Other Services/Benefits	19
SECTION VI. WCDJFS EMPLOYMENT RELATED SERVICES AND BENEFITS	20
Transitional Benefit Program.....	20
New Employment Bonus Program.....	21
Employee Retention Bonus Program	21
SECTION VII. WCDJFS DISASTER ASSISTANCE	22
Disaster Assistance	22
Disaster Assistance for Adults and Disabled	23
SECTION VIII. SUBGRANTED OR CONTRACTUAL PRC	24
SECTION IX. COMMISSIONER APPROVAL	26
Signatures.....	26
SECTION X. EXHIBITS	27

SECTION I INTRODUCTION

The Prevention, Retention and Contingency Program, better known as PRC is designed to assist families in overcoming immediate barriers to achieving or maintaining self-sufficiency and personal responsibility. This is accomplished by providing necessary benefits and services that will enable individuals to obtain employment, keep employment, and improve their overall economic circumstances and stability.

The PRC program provides for nonrecurring, short-term, crisis-oriented benefits and ongoing services that are directly related to one of the four purposes of the Temporary Assistance for Needy Families (TANF) Program. To ensure fair and equitable treatment of the families applying for PRC, the program shall be continuously in operation according to the standards and procedures as set forth within this document. The covered benefits, services, or amounts specified in this plan may not be reduced, limited or restricted unless the program is amended or at the discretion of the Director of the agency. The services and benefits provided under the PRC program fall into three categories:

- | | |
|---------------------|---|
| PREVENTION: | Benefits/Services are provided prevent a family's reliance on and/or divert them from ongoing cash assistance and guide them toward self-sufficiency by helping them through the presenting crisis. |
| RETENTION: | Benefits/Services are provided to allow an employed individual to maintain employment and achieve self-sufficiency. |
| CONTINGENCY: | Benefits/Services are provided to meet an emergent need that threatens the health or well being of one or more family members. |

A program or service provided through the PRC program must accomplish one of the four purposes of TANF which include:

- | | |
|------------------------|--|
| TANF Purpose 1: | To provide assistance to needy families so that children may be cared for in their own homes or in the homes of relatives. |
| TANF Purpose 2: | To end the dependence of needy parents on government benefits by promoting job preparation, work and marriage. |
| TANF Purpose 3: | To prevent and reduce the incidence of out-of-wedlock pregnancies and establish annual numerical goals for preventing and reducing the incidence of these pregnancies. |
| TANF Purpose 4: | To encourage the formation and maintenance of two-parent families. |

PRC funds may only provide benefits and services which are not considered "assistance" (45 C.F.R. 260.31). This definition includes non-recurrent, short-term benefits that are designated to deal with specific crisis or episode of need, are not intended to meet recurrent/ongoing needs, and will not extend beyond four (4) consecutive months. Non-recurrent benefits and services may encompass more than one payment per

calendar year, as long as the payment provides short-term relief and addresses a crisis situation rather than meeting an ongoing or recurrent need and does not exceed the assistance group benefit/cap limit.

SECTION II EMERGENT NEED AND EXPLORING COMMUNITY RESOURCES

Every reasonable effort must be made to explore the availability of resources within the county prior to the authorization of PRC. An Assistance Group (AG) is required to apply for and utilize any program benefit or support system(s) which may reduce or eliminate the presenting need. County staff determining eligibility for PRC should be aware of community resources which may be utilized to help meet the need. Failure on behalf of the applicant to accept or utilize available community resources will be grounds for denial of a PRC application. The PRC Program is designed to provide **temporary** assistance to families with a demonstrated emergent need. In all cases, the amount of the PRC benefit issued must meet, but may not exceed the emergent need of the AG and fall within the established caps of the program. If the amount of PRC available cannot prevent the onset or continuation of the emergent situation, there is no eligibility for payment. In addition, multiple requests (more than one) for PRC services will be evaluated on a case by case basis. Services may not be provided if an abusive pattern of usage is established

SECTION III ELIGIBILITY

A. Economic Need

Economic eligibility includes the combination of income eligibility and evaluation of family needs. Income eligibility for PRC Services is based upon the Federal Poverty Guidelines (FPG) and varies per service category. Specific FPG guidelines have been established per service category and are listed per service are in sections IV, V, VI and VII.

1. Income

In order for the PRC AG to be found eligible, the PRC AG's income must be at or below 200% of the Federal Poverty Guidelines (FPG) in effect at the time of application, with the exception of Sub-grant and Contractual PRC Benefits and Services. PRC applicants must provide information regarding income for the last thirty (30) days prior to the date of application, including verification of this income if requested by the Warren County Department of Job and Family Services (WCDJFS). Income and family composition guidelines may vary according to the service/benefit and TANF priority. In order to determine income eligibility, WCDJFS will compare all gross income received within the last thirty (30) days to the FPG standard for the specific service category unless otherwise stated. In most cases, PRC assistance is only available to members who haven't received PRC assistance above the monetary cap during the previous 12 consecutive months. Families receiving assistance under another program may receive PRC assistance. Some exceptions to this rule exist and can be found within each service category.

All gross earned and unearned income which has been received by any member of the PRC AG during the 30 day budget period is considered when determining financial need. The 30 day period begins 30 days prior to the date of the application and ends on the application date. The income received during this period is used in the computation of financial eligibility. This includes all income which is normally exempt or disregarded when determining eligibility for OWF, FA or DA. Examples of gross earned and unearned income include;

Gross earned income examples include, but are not limited to:

- Earnings from work as an employee
- Earnings from self-employment, less the cost of doing business
- Training allowance
- Commission

Gross unearned income examples include, but are not limited to:

- RSDI benefits
- Alimony and child support
- Veterans Administration Benefits
- Worker's Compensation
- Unemployment Benefits
- Pension and retirement benefits
- Investment Income
- Rental Income
- OWF and SSI payments

Income of all Assistance Group members must be verified. Only **earned** income of an AG member under the age of 18 will be **excluded** (unless child is a parent).

Per OAC 5101:1-24-20, Prevention, retention and contingency program: excluded income and resources. The following income and resources are excluded when determining financial eligibility for PRC Benefits and Services;

- Child Support payment distributions made by Ohio Department of Job and Family Services (ODJFS) pursuant to division (C) of Section 1 of Am. S.B. 170 of the 124th General Assembly (10/25/2001).
- All income that is federally excluded in the determination of eligibility for federal needs-based programs. Federally excluded income include the income sources identified below;
 - Drug discounts and transitional assistance received under the Medicare Prescription Drug Improvement, and Modernization Act, at Section 1860D-31(g)(6) of the Social Security Act (12/08/2003). The language in Section 1860D-319(g)(6) of the Social Security Act states that the availability of negotiated prices or transitional assistance under this section shall not be treated

as benefits or otherwise taken into account in determining an individual's eligibility for, or the amount of benefits under any other federal program.

- Monetary allowances paid under Section 401 of the Veterans Benefits and Health Care Improvement Act of 2000, effective December 1, 2000. Payments authorized and made by the veteran's administration (VA) to provide certain benefits, including a monthly monetary allowance for children with covered birth defects are the natural children of women veterans serviced in the republic of Vietnam from February 28, 1961 through May 7, 1975.

With the above exception, the total gross income, both earned and unearned, of all the PRC AG members, shall be counted. There are no deductions or exclusions allowed from any type of countable income. Written or verbal verification of income is required. For any verification which is obtained by phone, there must be clear documentation in the PRC AG record concerning the name and position of the information provider, the date the verification was obtained, the amount of the verified income, and the name of the individual who obtained the verification.

Once the total gross countable income of a PRC AG is determined and verified, the amount is compared to the 200% Federal Poverty Guidelines for the appropriate PRC AG size. If the total PRC AG income is equal to or less than 200% of the FPG amount for the applicable PRC AG size, the PRC AG meets the income requirement.

2. Resource/Assets

A general principle of the PRC Program is any resources which an Assistance Group (AG) member currently has available must be applied toward the emergent need. The resources to be considered for PRC are those which are both liquid and available to help the AG meet the emergent need. Liquid resources are those which are in cash or payable in case upon demand-the most common types being;

- Savings accounts, checking account, stocks, bonds, mutual funds and promissory notes. Available liquid resources are those in which any AG member has a legal interest and legal ability to use or dispose of.

Resources owned by one AG member are considered available to all other AG members. If ownership of a resource is shared by an AG member and a non-AG member, it is considered available if the AG member has access to the entire resources.

All available liquid resources which any AG member has in excess of \$500.00 must be applied toward the emergent need; the exception being contractual agreements or some special programs offered by WCDJFS. Any resources exceeding \$500.00 which was transferred without adequate consideration within the past 30 days prior to the PRC application shall be considered a resource which is available to be applied toward the emergency need.

B. Assistance Group (AG):

General PRC eligibility requires that a child under the age of eighteen (18) or age nineteen (19) but attending high school or its equivalent reside in the household. Special consideration has been made to non-custodial parents, shared parenting, families where children have been temporarily removed, kinship providers, and pregnant women in their third trimester of pregnancy.

The method of defining the PRC Assistance Group (AG) varies by service category and is described per service area. AG determination for families where children are temporarily absent from the home or shared parenting situations are described below.

1. Temporary Absence (5101:1-3-04)- The absence of a member of the AG is temporary when all of the following conditions are met;
 - a. The location of the absent individual is known;
 - b. There is a definite plan for the return of the absent individual to the home; and
 - c. The absent individual shared the home with the assistance group prior to the onset of the absence. A newborn is considered to be sharing the home with the assistance group at the time of birth.

An AG member may be considered temporarily absent for up to 45 consecutive days. An AG member who is, or is expected to be absent from the home without good cause for longer than 45 consecutive days does not meet the temporary absence requirement of PRC/OWF. Good cause reasons can be found in OAC 5101:1-3-04 (C) (1-8).

2. Cases where children are temporarily absent from the home (i.e., taken into legal protective custody by the Warren County JFS, Division of Children Services), remaining household members may be eligible for PRC assistance if the following criteria apply:
 - The child has been out of the home less than a total of six (6) consecutive months,
 - The family has a Children Services reunification plan in place,
 - The family is actively working toward reunification, as verified by the Children Services caseworker. Authorization of PRC services must contribute to the reunification process.

3. **Shared Parenting**

In a situation where two parents claim custody or shared parenting of child(ren) and are claiming the child to be in the home for purposes of PRC eligibility, one of the following three criteria must be verified:

Does the requesting parent receive and/or pay support for the child(ren)? If one parent pays support, the parent in receipt of the support should be considered the custodial parent. If no support order is established, verify

- a. Does the requesting parent or the other custodial parent receive OWF case assistance? If one parent receives cash assistance and the child(ren) are part of the assistance group, the OWF recipient should be considered the custodial parent. If neither household receives cash assistance, verify (b).

- b. The parent requesting PRC services may present one of two documents to verify shared parenting. He/She may bring verification that the child is claimed as a dependent on the most recent Federal tax filing OR may bring in a signed letter from the other parent. Such letter should state that the parenting is shared, that the signer understands the other parent is applying for PRC services, and that any approval of services may affect the signer's future eligibility for PRC services.

C. Disqualifiers

Disqualifiers are listed per service category and deem the applicant ineligible for the services. Refer to specific service area for list of corresponding disqualifiers.

D. Application Process

The PRC applicant or an authorized representative must complete the WCDJFS, Prevention, Retention, and Contingency Program (PRC) Application or other required applications to request PRC benefits or services. In accordance with Section 329.051 of the ORC each applicant will be provided with a voter registration form when requesting a PRC application. An applicant is responsible for completing all necessary documents, furnishing all available facts and information, and cooperating in the eligibility determination process.

Eligibility for PRC is dependent upon the PRC Assistance Group's (AG) demonstration and verification of the need for financial assistance and/or services, and whether the county determines that a provision of PRC will satisfy the need.

Samples of all PRC Applications appear in the Exhibits Section of the Plan.

The county is responsible for using objective criteria when determining eligibility and approving or denying the application within 10 days after completion of the application process in a fair and equitable manner, which includes verification of information. Eligibility will be carefully evaluated on a case-by-case basis. Immediate needs, whether or not the PRC Program can be of benefit, will be determined by the WCDJFS. WCDJFS has the authority to designate the application process be completed by other entities based upon a contractual agreement.

This program is designed to help people overcome immediate barriers to achieving or maintaining self-sufficiency and personal responsibility, thereby preventing the need for ongoing public assistance. However, the fact that an ongoing Medicaid, OWF, Food Assistance or DA assistance group is active is not necessarily a determining factor in the consideration of eligibility for the PRC Program. In addition, the WCDJFS must inform individuals about other programs (i.e., Medicaid and Food Assistance) that are available and of hearing rights that are applicable.

Once the PRC application is approved, WCDJFS will authorize and generate payment for assistance, goods, or services. Authorization may occur any time after the application is approved.

The applicant shall receive a notice of approval or denial within forty-five 45 days of the date of application. The applicant shall receive Notice of Approval of Your Application for Assistance (ODJFS 4074) or Notice of Denial Your Application for Assistance (ODJFS 7334) pursuant to the decision rendered. Applicants shall receive a copy of hearing rights at the time of the decision.

- Applicants have 14 days from the date of application to submit all required payments, in the form of a money order, toward the approved benefit. Failure to comply will result in denial of the approved application on the 15th day.
- Failure to cooperate during the eligibility process which results in a denial for PRC Services and/or Benefits, will result in the inability to re-apply for 30 days after the denial, unless the agency determines otherwise.

Under this Program, an eligible AG may receive customized assistance, goods, or services determined by the WCDJFS. Ongoing receipt of Medicaid, Food Assistance, Ohio Works First, or Disability Assistance is not a determining factor in considering an AG's eligibility for PRC services (outside of any income received through said programs). WCDJFS will inform applicants of other programs/services available through the Agency.

Receipt of PRC services in another county or PRC/TANF services provided in another state shall be considered when processing a PRC application. PRC/TANF benefits and amounts received in other counties and/or states shall be considered and included in the caps.

WCDJFS will pursue collection of PRC assistances which has been obtained fraudulently or that has been determined to be an overpayment.

E. PRC Program Modification/Termination

Warren County reserves the right to modify or terminate the PRC program at any time. Modifications may encompass any or all areas of the county PRC Plan. Any modifications of the PRC Plan will be submitted to the Warren County Board of County Commissioners for approval. Upon approval, WCDJFS will submit the modified plan to the Ohio Department of Job and Family Services. Warren County reserves the right to modify or terminate PRC services or eligibility requirements for any reason, including (but not limited to) reduction of funds, changes in State or Federal Regulations, and the need to address appropriate emerging needs within the community.

SECTION IV CHILD WELFARE SERVICES AND BENEFITS

PRC payments are limited to the amount actually required to meet the presenting need, up to the amounts listed below for each type of assistance received within the timeframes described. Verifications of amounts owed must be original bills or invoices.

- A. **Kinship Navigator Services-** are designed to provide support and assistance to relatives, legal guardians or caregivers of minor children who are not able to be cared for by their biological parents or stepparents. Kinship services can be provided to those who are responsible for the day to day care and well-being of a child(ren) on a long term basis.

Kinship Navigator Services meet TANF Purposes 1.

AG definition for Kinship Navigator- A child under age eighteen (18)/age nineteen (19) and still attending high school or its equivalent and immediate household members which includes the relative, legal guardian, or caregiver, spouses of the relative, legal guardian, or caregiver, all children for whom the caregiver is responsible for and living in the household. Other adult household members and children, for whom the relative, legal guardian or caregiver is not responsible, will not be considered part of the AG.

Eligibility: At or below 200% FPG. Eligibility is based on the Self-Declaration Application found on page 35 of this plan.

Disqualifiers: Any one of the following AG characteristics will deem the applicant ineligible for services:

- The applicant is not a U.S. citizen or legal alien (ineligible aliens may apply on behalf of their eligible children)
- Any members of the AG are fugitive's felons or probation/parole violators.

Kinship Navigator Services	Description	Eligibility at or below 200% FPG	CAPS per rolling twelve (12) month period and TANF Purpose
Information and referral Comprehensive information and access to legal services Comprehensive information and access to child care Respite care Training	Kinship Navigator services provide an opportunity for the Warren County JFS, Division of Children Services to assist children and family members/care givers providing care for children who are unable to be cared for by their biological or step parents.	At least one child in the household must be a kinship care placement. Kinship services can be provided to relatives/caregivers who are responsible for the day to day care and wellbeing of a child(ren) on a long term basis. Self-Declaration Application	N/A TANF Purpose: 1 (see the assistance group section for information regarding child who are temporarily absent from the home)

Comprehensive information and access to financial assistance			
Evaluation and reporting			
Identification of Kinship Caregivers with Self-Declaration Application			

B. TANF Child Welfare

AG definition for TANF Child Welfare consists of a child under age eighteen (18)/age nineteen (19) and still attending high school or its equivalent and immediate family members in the household. Immediate family members include biological parents and stepparents, designated guardians or caregivers, biological and step-siblings in the household. Other adult household members will not be considered part of the AG.

TANF Child Welfare services meet TANF Purpose 1.

Eligibility: At or below 200% FPG. Child welfare services activities must meet a documented and specified purpose for the well-being of child/children within the AG. Eligibility is based on the Self-Declaration Application found on page 35 of this plan.

Disqualifiers: Any one of the following AG characteristics will deem the applicant ineligible for services:

- The applicant is not a U.S. citizen or legal alien (ineligible aliens may apply on behalf of their eligible children)
- Any members of the AG are fugitive felons or probation/parole violators.

TANF Child Welfare Services	Description	Eligibility at or below 200% FPG	CAPS per rolling twelve (12) month period and TANF Purpose
Child welfare services allowable under the TANF program but not limited to: <ul style="list-style-type: none"> • Emergency housing services • Domestic Violence Services • Homes-based services & mentoring programs • Parent education and training • Respite care services • Transportation Services 	TANF Child Welfare services provided an opportunity for the Warren County Job and Family Services, Division of Children Services to provide services to assist in family reunification or to prevent children from being removed from the home. (See definitions of eligible TANF Child Welfare Services)	Child/ren may reside in the family home or the child has been out of the home <u>less than a total of six consecutive months</u> If the children are out of the home, the family must have a reunification plan in place, and actively working toward reunification, as verified by the Children Services Caseworker	N/A TANF Purpose: 1 Financial Benefits received cannot exceed 4 consecutive months.

<ul style="list-style-type: none"> • Voluntary or formalized court diversion activities & mediation • Case management services • Supervised Visits 		<p>Authorization of PRC services must contribute to the reunification process.</p> <p>Self-Declaration Application</p>	
---	--	--	--

Definitions of Eligible TANF Child Welfare Services

Eligible services for TANF/PRC Child Welfare include certain direct services and case management or supportive services. The following services are also allowable TANF Child Welfare Services under the Warren County PRC Plan:

Emergency Housing

Providing case management or supportive services as it relates to emergency housing needs including: making referrals, arranging for, and planning for emergency housing needs and services.

Children Services Case Management

Case management services including: making referrals to, arranging for services, planning, supervising, and assessing results of services provided to families and children.

Domestic Violence Services

Domestic violence services are defined as providing direct assistance to victims of domestic violence and their dependents for the purpose of preventing further violence and may include but not be limited to: meals, transportation, housing referral services, legal advocacy, children's counseling and support services and other services to victims of domestic violence and their dependents. Other eligible services include providing case management or supportive services including: making referrals, arranging for and planning for care or services, planning, supervising and assessing results of care as it relates to domestic violence services.

Home Based Services

Home Based Services are those services provided to families in their own homes or community which are intended to either preserve the family by reducing risks or achieve successful reunification from out of home placements. Services provided to help meet basic human needs, examples include case management functions related to arranging or obtaining financial assistance, food, clothing, housing, household management or repairs, child care and transportation services, Home based services also include direct (face to face) education and counseling, referral and linkage to other community services and case management.

Parent Education Services

Parent education is a teaching process to assist a parent, guardian, or custodian in developing the basic skills necessary to provide adequate care and support to a child in his own home. This also includes case

management, making referrals to, arranging for services, planning, supervising, and assessing results of Parent Education services.

Respite Care Services

Eligible services include case management, making referrals to, arranging for services, planning, supervising, and assessing results of respite care activities and the provision of respite care. Respite care services are services designed to provide temporary relief to child-caring functions which may include, but are not limited to, crisis nurseries, day treatment and volunteers or paid individuals who provide such services within the home. Respite Care Services may be provided to a child placed in a foster home or with a relative as well as for a child in his own home.

Transportation Services

Transportation Services include arranging for or providing transportation to and from needed services, resources and facilities. (It may include the provision of escort assistance). Transportation provided to children/parents for visits are eligible as well as arranging, scheduling and monitoring visits.

The following services are not PRC eligible

- Foster care and out of home maintenance payments.
- Juvenile justice services.
- Any costs associated with children who do not live with a custodial parent or other adult caretaker relative, legal guardian, or legal custodian (Except for the 180 day provision or Federal TANF goals # 3 and #4).
- Services available through other federal funding sources.
- Medical services with the exception of those services allowable under Ohio's 1996 IV-A state plan.

C. Kinship and Child Welfare Conditional Services

AG Definition for Child Welfare Conditional Services: A child under age eighteen (18)/age nineteen (19) and still attending high school or its equivalent and immediate family members in the household. Immediate family members include biological parents and stepparents, kinship caregivers who have legal custody of a minor child, biological and step-siblings in the household. Other adult household members will not be considered part of the AG. Pregnant women in their third trimester of pregnancy-each fetus is considered a separate family member.
Kinship and Child Welfare Conditional Services meeting TANF Purpose 1.

Eligibility:

- At or below 200% FPG.
- Eligibility is based on the Self-Declaration Application located on page 35 of this plan.
- Families must work with Children Services or meet the definition for kinship services, and are in need of services in order to reunite, maintain or care for children in their home.

CAP: Kinship and Child Welfare Conditional are not to exceed \$5,000 per family.

Disqualifiers: Any one of the following AG characteristics will deem the applicant ineligible for services:

- The applicant is not a U.S. citizen or legal alien (ineligible aliens may apply on behalf of their eligible children)
- Any member of the AG are fugitive felons or probation/parole violators.

Kinship & Child Welfare Conditional Service	Description	Eligibility at or below 200% FPG and TANF Purpose
Rent (Excludes late fees)	To prevent homelessness or necessary relocation moving due to domestic violence, to alleviate an overcrowded situation, acceptance into a subsidized housing program, or employment related out of county relocation. Assistance is limited to a maximum of 4 consecutive months with a CAP of \$1,500.00 total.	Rent is limited to a maximum of 4 consecutive months TANF Purpose: 1
Security Deposit	For necessary relocation, to alleviate an overcrowded situation (out of county relocation must be employment related). Assistance is limited to a maximum of 4 consecutive months with a CAP of \$500.00.	Unsubsidized and subsidized housing TANF Purpose: 1
Utilities/Deposits for utilities	Gas/heating fuel Cooking fuel Electric Water Sewage Basic telephone services Assistance is limited to a maximum of 4 consecutive month with a CAP of \$750.00.	If the HEAP eligible applicant is requesting assistance with heating or utility payment, the applicant should be referred to WCCS (Warren County Community Services) during HEAP Season prior to accessing services through the PRC Program TANF Purpose: 1
Household items	Includes necessary household items such as mattresses, beds, cribs, appliances, linens or any other necessary household item. Assistance is limited to a maximum of 4 consecutive months with a CAP of \$1,500.00.	TANF Purpose: 1
Transportation	Assistance with transportation needs through various methods which include but are not limited to; transit tickets, gas cards, pre-arranged transportation, and mileage reimbursement at the rate of reimbursement in effect for the County. Assistance is limited to 4 consecutive months with a CAP of \$200.00.	TANF Purpose: 1
KPIP Administration	The Kinship Permanency Incentive Program (KPIP) is designed to support kinship caregivers in their decision to make permanent commitments by helping defray some of the costs of caring for children. Eligible caregivers receive a one-time payment to reduce costs of initial placement. They may receive subsequent payments every six months to support the stability of the child's placement in the home.	TANF Purpose 1

SECTION V WCDJFS SERVICES AND BENEFITS

Ineligible Applicants

The following applicants are ineligible for in-house PRC Assistance and/or Benefits in Warren County if any of the following apply:

- Individuals who are not citizens of the United States and do not meet the definition of qualified aliens;
- Families that have fraudulently received assistance including Food Assistance, Cash Assistance, Medicaid and Child Care, until repayment in full occurs, except overpayments that are determined by WCDJFS to result from an agency error these situations will not restrict eligibility for PRC;
- Individuals who have quit or refused a job without good cause or have significantly reduced their hours of employment without good cause within 60 days prior to the date of the PRC application,
- Individuals serving a sanction.

Service or Benefit	CAP	Assistance Group	Targeted Group	Economic Need Standard and TANF Purpose	Verifications
<p>Contingency Services: An emergent need that threatens the health, safety, or acceptable living arrangement to the extent that it prohibits children from being cared for in their own home or inhibits job preparation/retention, work or marriage.</p> <p>Examples include but not limited too; home repairs, purchase of new appliance or any situation that does not meet any of the categories listed but would threaten the health and safety of the family.</p>	Any number of individual payments to meet a non-recurrent crisis or episode of need up to \$1,000.00 per assistance group per 24 month period.	<p>Minor child who resides with a parent, specified relative, legal guardian or legal custodian (a child may be temporarily absent from the home provided certain requirements are met)</p> <p>Pregnant individuals with no other children</p>	<p>AG must have experienced an unforeseen circumstance that places a documented financial hardship on the AG, promoting the request for PRC.</p> <p>Adults in AG must be employed, awaiting UCB, or have other income such as, but not limited to disability payments. An AG whose only income is that of minor children shall not be eligible for PRC contingency services.</p>	<p>At or below 200% FPL</p> <p>TANF Purpose: 1 and 2</p>	<p>Must verify current employment or verify consistent unearned income sources such as Social Security.</p> <p>and</p> <p>For all contingency services, the applicant AG must show a pattern of good faith effort to maintain payment to the best of their ability.</p>

Service or Benefit	CAP	Assistance Group	Targeted Group	Economic Need Standard and TANF Purpose	Verifications
Employment and Training Services and Benefits: <ul style="list-style-type: none"> • Purchase clothing or uniforms for work. • Purchase safety equipment, i.e., shoes, glasses, work boots. • Purchase special tools and/or equipment required for employment. 	\$250.00 for non-recurrent short term benefits to be provided once within a 12 month period.	<p>Minor child who resides with a parent, specified relative, legal guardian or legal custodian (a child may be temporarily absent from the home provided certain requirements are met)</p> <p>Non-custodial parent who lives in the state, but does not reside with his/her minor child(ren) and is cooperating with CSEA.</p>	<p>Recently employed individuals</p> <p>Under employed individuals- not having enough paid work or not doing work that makes full use of their skills and abilities.</p> <p>Unemployed families in receipt of OWF who are actively participating in their work activity and have obtained employment and/or training opportunities.</p>	<p>At or below 200% FPL</p> <p>TANF Purpose: 2</p>	Proof of employment or offer of employment

Service or Benefit	CAP	Assistance Group	Targeted Group	Economic Need Standard and TANF Purpose	Verifications
Rent Payment/ Security Deposit (No payment will be made for extra fees for pets unless the pet is also a service animal. No payment will be made for any additional extras fees charged by the landlord)	<p>Past due rent or deposit up to \$1,200.00, payment to the landlord.</p> <p>Verification of the requirement for a security deposit must be provided by the landlord</p> <p>Non-recurrent short term benefits to be provided once within a 24 month period.</p> <p>Amount to be paid by WCDJFS is limited to</p>	<p>Minor child who resides with a parent, specified relative, legal guardian or legal custodian (a child may be temporarily absent from the home provided certain requirements are met)</p> <p>Pregnant individuals with</p>	<p>AG's who can provide a Notice to Leave the Premises or Court Ordered Eviction.</p> <p>*No employment requirement with this benefit.</p> <p>AG must be able to provide a plan to avoid continuation of this issue.</p>	<p>At or below 200% FPL</p> <p>TANF Purpose: 1 and 2</p>	<p>Notice to Leave the Premises (3-Day Notice to Evict) or Court Ordered Eviction Notice</p> <p>Homeless</p> <p>Uninhabitable residence determined by Health Department</p> <p>Residing in spousal abuse center</p> <p>Overcrowded conditions (number in home must be verified by landlord)</p>

Landlords/managers must sign a repayment agreement for security deposits.	one month of late fees. Additional monthly late fees are the responsibility of the AG.	no other children			An AG whose monthly income has decreased by half due to a situation beyond their control and who needs to relocate to a less expensive housing option.
---	--	-------------------	--	--	--

Service or Benefit	CAP	Assistance Group	Targeted Group	Economic Need Standard and TANF Purpose	Verifications
Utility Assistance for Initial Services and Shut-offs: <ul style="list-style-type: none"> Gas, propane, kerosene, wood, electric, water, sewer AG must be responsible for the utility Must be a current bill Must be a bill for the current residence 	Amount due, up to \$500.00 once within a 12 month period to assist with initial services or disconnects. Only during non-HEAP (Home Energy Assistance Program) season. HEAP Referral Exception one-time \$200.00 within 12 month period	Minor child who resides with a parent, specified relative, legal guardian or legal custodian (a child may be temporarily absent from the home provided certain requirements are met) Pregnant individuals with no other children	Families at risk: “The existence of or potential for a disruption to the health, safety or decent living arrangement of the family.” Families with children at risk of abuse or neglect. Victims of domestic violence *No employment requirement with this benefit. AG must have an ongoing plan to avoid future issues.	At or below 200% TANF Purpose: 1 and 2	AG must provide a current utility bill with the account number, service address, amount due and account holder’s name. Must enroll in PIP. AG must have at least made 1 payment within the 3 months prior to filing a PRC application to be considered for assistance. Not available during HEAP season with the exception of a one-time assistance payment for <i>heating</i> of up to \$200.00 with a referral from HEAP/ERHEAP with proper verification.

Service or Benefit	CAP	Assistance Group	Targeted Group	Economic Need Standard and TANF Purpose	Verifications
Automobile Repair	Up to \$1,500.00 one time in a 12 month period. CDJFS has the option to deny repairs based on age, condition, repair needed and value of the vehicle.	Minor child who resides with a parent, specified relative, legal guardian or legal custodian (a child may be temporarily absent from the home provided certain requirements are met)	Employed individuals Recently employed individuals Under employed individuals- not having enough paid work or not doing work that makes full use of their skills and abilities.	At or below 200% FPL TANF Purpose: 1 and 2	The applicant must be scheduled or have worked for a minimum of 30 hours per week at minimum wage (or the equivalent), participating at a verifiable work experience program, or enrolled and attending education/training for up to 4 consecutive months. Automobile repairs will only be provided in those situations where the automobile is needed

		Non-custodial parent who lives in the state, but does not reside with his/her minor child(ren) and is cooperating with CSEA.	Individuals in education or training for up to 4 consecutive months.		to retain employment, meet the above work activity requirement, or assist with transportation for education/training. <i>Two bids are required from certified auto repair company.</i>
Service or Benefit	CAP	Assistance Group	Targeted Group	Economic Need Standard and TANF Purpose	Verifications
Transportation	<p>Limited to contracted amount. <u>Transit tickets are the preferred option.</u></p> <p>Transit tickets capped at 30 days for newly employed individuals.</p> <p>OR</p> <p>Gas Cards- Limited to 4 Gas Cards issued either Weekly or Bi-Weekly dependent on proof of mileage by applicant in the amount of \$50.00 per card not to exceed a \$200.00 total disbursement.</p> <p>Uncapped for active OWF/TANF Work Activity participants</p> <p>Non-recurrent short term benefits to be provided as defined above once within a 12 month period</p>	<p>Minor child who resides with a parent, specified relative, legal guardian or legal custodian (a child may be temporarily absent from the home provided certain requirements are met)</p> <p>Pregnant individuals with no other children</p> <p>Non-custodial parent who lives in the state, but does not reside with his/her minor child(ren) and is cooperating with CSEA.</p>	<p>Recently employed individuals</p> <p>OWF Work Activity Participants</p>	<p>At or below 200% FPL</p> <p>TANF Purpose: 2</p> <p>TANF Purpose: 4</p>	<p>Newly Employed OWF Recipients must provide proof of employment.</p> <p>OWF/TANF Work Activity Participants, no cap.</p> <p>Newly employed individuals must provide proof of employment.</p>
Child Care Registration Fee	<p>Not to exceed \$200.00 per family.</p> <p>Non-recurrent short term benefits to be provided as defined above once within a 12 month period.</p>	<p>Minor child who resides with a parent, specified relative, legal guardian or legal custodian</p>	<p>Recently employed individuals</p> <p>OWF Work Activity Participants</p>	<p>At or below 300% FPL</p> <p>TANF Purpose: 1</p> <p>TANF Purpose: 2</p>	<p>This benefit is for full and part-time employment to assist with any required Child Care Registration Fees.</p> <p>OWF/TANF Work Activity Participants, no cap.</p>

<p>Child Welfare Services Services tied to a child Welfare case plan that fall within the schedule of PRC benefits/service may be enhanced beyond the individual CAP (not to exceed the family CAP of \$1,500.00) if such services are specifically coordinated as part of the family case plan.</p>	<p>Any number of individual payments to meet a non-recurrent crisis or episode of need up to \$1,500.00 per assistance group per calendar year.</p>	<p>PRC- eligible assistance groups; pregnant women with no other minor child; non-custodial parents</p>	<p>Employed Individuals Families with child at risk of abuse or neglect</p>	<p>At or below 200% FPL TANF Purpose:1 TANF Purpose:2</p>	<p>Application with all requested verifications.</p>
Service or Benefit	CAP	Targeted Group	Economic Need Standard and TANF Purpose	Verifications	
<p>Ohio Youth to Work Program</p>	<p>Hourly wage capped at \$10.00 per hour. Services not to exceed agency TANF grant amount.</p>	<p>Youth age 14-15, as long as the youth is a minor child in a needy family and is in school. Youth age 16-24 or 16-24 who have a minor child and are considered needy, will be served under the CCMEP Program.</p>	<p>At or below 200% FPL TANF Purpose: 1 and 2</p>	<p><i>Eligibility</i> - An Ohio Youth Works program funded through PRC shall only serve persons from a TANF-eligible family. The types of persons that may be served are: • Youth ages 14-15, as long as the youth is in a needy family and is in school. The youth served may be non-custodial parents as long as they are considered "needy" and have a minor child. "Needy" is not specifically defined by state or federal regulation but may be no greater than income at 200% of the federal poverty level. <i>Family</i> is defined in federal and state law and regulations as follows: a minor child who resides with a parent, specified relative, legal guardian or legal custodian (a child may be temporarily absent from the home provided certain requirements are met); a pregnant individual with no other children; or a non-custodial parent who lives in the state, but does not reside with his/her minor child(ren).</p>	

				<p><i>Foster Care:</i> Youth in a foster care setting age 14 to 15 years of age if they are a full-time student in a secondary school may be served under Ohio Youth Works. The United States Department of Health and Human Services, Administration for Children and Families (ACF) has provided guidance respective to the Youth Employment Program.</p>
--	--	--	--	---

Service or Benefit	CAP	Assistance Group	Economic Need Standard and TANF Purpose	Verifications
<p>Other Services/Benefits Targeted to Goals of TANF and the PRC Plan</p>	<p>Determined by County</p>	<p>Minor child who resides with a parent, specified relative, legal guardian or legal custodian</p> <p>Pregnant women</p> <p>Non-custodial parent who lives in the state, but does not reside with his/her minor child(ren) and is cooperating with CSEA.</p>	<p>At or below 200% FPL</p> <p>TANF Purposes: 1,2,3,4</p>	<ul style="list-style-type: none"> • Required Application • Required Verifications • Must meet TANF eligibility criteria

SECTION VI
WCDJFS EMPLOYMENT RELATED
SERVICES AND BENEFITS

Service or Benefit	CAP	Assistance Group	Economic Need Standard and TANF Purpose	Verifications
<p>Transitional Benefit for Full Time Employment</p> <p>This benefit is not available for work assignments made through temporary staffing agencies until individual is hired by the placement company.</p> <p>This program is only available to participants who are experiencing a termination or reduction in TANF/OWF benefits as a result of securing full time employment.</p> <p>The Transitional Benefit Program provides benefits for up to 2 months from the start of employment. The transitional benefit is not considered assistance as defined in 45 C.F.R. 260.31.</p> <p>If a participant is transitioning off of the TANF/OWF Program to Full Time Employment they may receive their Full or Partial TANF/OWF Allotment at the time they leave the program for no more than 2 months. If the participant is receiving a reduction of TANF/OWF Benefits and not termination of full benefits, the transitional benefit amount will be for the difference between the monthly allotment amounts at the time of full time employment minus the amount it is reduced to. Below are two examples for guidance;</p> <p><u>Termination of OWF/TANF due to full time employment</u> Example; current allotted amount of OWF/TANF is \$582.00 per month. If approved for Transitional Benefit Program the recipient would receive that monthly benefit for 2 months after beginning full time employment in order to assist with the transition time.</p>	<p>2 month Cap based on the last monthly allotment amount of OWF/TANF or at the difference if a reduced amount.</p> <p>Transitional Benefits are available for 2 new jobs within a 24 month period.</p> <p>**Cut Off- If employment is reported prior to agency cut off (adverse action) then the transitional benefit will be for 2 months following the month reported Example; If reported in prior to cut off in February AG will receive Transitional Benefit for March and April</p>	<p>Minor child who resides with a parent, specified relative, legal guardian or legal custodian</p> <p>Pregnant individuals with no other children</p>	<p>At or below 200% FPL</p> <p>TANF Purposes: 1 and 2</p>	<p>Verification of Full Time Employment from Employer, full time employment means scheduled to work 30 hours or more each week.</p> <p>Current Pay Stubs, if available</p> <p>**Cut Off- if employment reported after cut off (adverse action) AG will receive full benefit month following and transitional benefit the month after that. Example; if reported at end of February after cut off client will receive normal benefit in March and Transitional benefit in April.</p>

<p><u>Reduction of OWF/TANF due to full time employment</u> Example; current allotted amount of OWF/TANF is \$582.00 per month, amount will be reduced to \$382.00 as a result of new full time employment. The Transitional Benefit amount will be \$200.00 for the 2 months to assist with the transition time.</p> <p>The participants of the Transitional Benefit Program are still eligible to receive the New Employment Bonus for Full Time Employment in addition to the Transitional Benefit. Participants must apply for each program separately.</p> <p>Transitional Benefits are not countable income for public assistance programs, they are intended to assist the participant in moving toward self-sufficiency.</p> <p>If participant leaves employment during the two month period without good cause the agency will seek measures to re-coup the Transitional Benefit Amount.</p>				
<p>New Employment Bonus for Full Time Employment</p> <p>This benefit is not available for work assignments made through temporary staffing agencies until individual is hired by the placement company.</p> <p>Employment Bonus is available after the verified completion of 4 weeks (30 days) of full-time employment.</p> <p>The PRC Application must be received within 30 days of when the bonus is available.</p>	<p>\$100.00 after 30 days of full-employment,</p> <p>Cannot exceed more than 2 <u>new</u> jobs in a 36 month period</p>	<p>Minor child who resides with a parent, specified relative, legal guardian or legal custodian</p> <p>Pregnant individuals with no other children</p> <p>Non-custodial parent who lives in the state, but does not reside with his/her minor child(ren) and is cooperating with CSEA.</p>	<p>At or below 200% FPL</p> <p>TANF Purposes: 1 and 2</p>	<p>Verification of Full Time Employment from Employer, full time employment means scheduled to work 30 hours or more each week.</p> <p>Current Pay Subs, if available</p>
<p>Employment Retention Bonus for Full Time Employment</p> <p>This benefit is not available for work assignments made through temporary</p>	<p>\$150.00 after 90 days</p> <p>\$300.00 after 180 days</p>	<p>Minor child who resides with a parent, specified relative, legal guardian or legal custodian</p>	<p>At or below 200% FPL</p> <p>TANF Purposes: 1 and 2</p>	<p>Verification of Full Time Employment from Employer, full time employment means scheduled to</p>

<p>staffing agencies until individual is hired by the placement company.</p> <p>Employment Bonus is available after the verified completion of 90 days (3 months) or 180 days (6 months) of full-time employment.</p> <p>The PRC Application must be received within 30 days or after the completion of the 90th day or the 180th day of verified job retention.</p>	<p>Cannot exceed more than 2 <u>new</u> jobs in a 36 month period</p>	<p>Pregnant individuals with no other children</p> <p>Non-custodial parent who lives in the state, but does not reside with his/her minor child(ren) and is cooperating with CSEA.</p>		<p>work 30 hours or more each week.</p> <p>Current Pay Stubs, if available</p>
--	---	--	--	--

SECTION VII
WCDJFS DISASTER SERVICES AND BENEFITS

Service or Benefit	CAP	Assistance Group	Targeted Group	Economic Need Standard and TANF Purpose
<p>Disaster Assistance Benefits to assist with the damage or loss sustained as a result of natural disaster upon declaration by County Commissioners, identified by the Red Cross, or otherwise identified. All families are potentially eligible for this category of assistance regardless of OWF sanction status. PRC issued in this category will not apply toward the yearly cap per family. If the applicant has homeowners insurance that can address the emergent need, it must be accessed prior to the issuance of PRC. The following list is not all inclusive.</p> <ul style="list-style-type: none"> ➤ <i>Shelter Assistance</i> <ul style="list-style-type: none"> • Rent/Rent Deposits • Mortgage Payments • Emergency shelter/temporary shelter (excluding hotel charges) • Payment of moving expenses ➤ <i>Utility Assistance</i> <ul style="list-style-type: none"> • Payments for initial hook up • Purchase bulk fuel destroyed or damaged by disaster • Installation or repair of telephone (when medically necessary with Doctor Statement) • Home repair or replacements affecting basic structure (provided to the homeowner only) • Appliances or fixture repair or replacements 	<p>Determined by State or County, not to exceed \$1,500 per family.</p> <p>All Disaster Benefits are dependent on available PRC funding.</p>	<p>Parents or specified relatives with minor children.</p> <p>Pregnant women</p> <p>Non-custodial parent and minor child(ren)</p> <p>Child only minor child temporarily out of home with reunification plan.</p>	<p>Families sustaining disaster related damage or loss</p>	<p>Determined by State Declaration</p> <p>or</p> <p>At or below 200% FPL</p> <p>TANF Purpose: 1</p>

<ul style="list-style-type: none"> • Repair or purchase of furnace, air conditioning, or water heater (provided to the homeowner only) • Purchase or replace essential household contents ➤ <i>Personal items</i> • Essential clothing for members of the Assistance Group • Essential non-consumable products, excluding tobacco products and alcohol ➤ Vehicle repair for damage caused by the disaster provided the automobile is necessary for employment or medical condition 				
<p>Disaster Relief for Adults and Disabled NOT eligible for TANF Plan.</p>	<p>Determined by State or County, not to exceed \$750 per family.</p> <p>Disaster Relief for Adults and Disabled are dependent on available PRC funding.</p>	<p>Age 55 or over with no minor children</p> <p style="text-align: center;">OR</p> <p>No minor children but in Receipt of disability payments such as SSI, Social Security Disability, VA Disability, PERS or STERS Disability, Railroad Retirement Disability, Black Lung Benefits, etc.</p>	<p>Families sustaining disaster related damage or loss</p>	<p>Determined by State Declaration</p> <p>or</p> <p>At or below 200% FPL</p> <p>TANF Purpose: 1</p>

SECTION VIII
SERVICES AND BENEFITS
SUBGRANTED OR CONTRACTUAL PRC

A. Subgranted and Contractual PRC

Subgranted or Contractual PRC benefits and services are provided with local TANF/PRC allocations or State designated TANF pass-through programs and are administered by entering into agreements with other public, private non-profit, and private for-profit vendors. Eligibility for subgranted or contractual PRC services may have different eligibility standards from the in-house PRC services if specified in the agreement or as noted in the List of Services & Benefits in this document. There is no dollar cap for sub granted or contractual services.

All PRC subgrants and contracts must still address the connection of the service being provided to one or more of the four (4) purposes of TANF.

Unless otherwise documented as categorically eligible, eligibility for subgranted/contractual services is accomplished using the **Self-Declaration Application for TANF/Title XX Services**. Applicants for subgranted/contractual services will be notified of approvals, denials, and terminations using the Decision of Your Application for TANF/Title XX Services.

The use of subgranted/contractual PRC services will not prohibit an assistance group from being eligible for other PRC services (in-house or other subgranted/contractual services) noted in the list of services section of this plan.

Services/Benefits	Description	Eligibility at or below 300% FPG and TANF Purpose	CAPS per rolling twelve (12) month period
Warren County Job and Family Services, Division of Children Services	PRC funding to assist with the administration, services and benefits for Warren County Job and Family Services, Division of Children Services	At or Below 200% of FPL Families with Minor Children Self-Declaration Application TANF Purpose: 1, 2, 3, 4	Warren County Funding
Interfaith Hospitality Network (INH)	Services for homeless children and families. Primary focus is to address the needs of homeless families. The goal of IHNWC is to assist homeless families as they seek to build a better life through education, employment and self-sufficiency.	Families with minor children; non-custodial parents. At or below 300% of FPL TANF Purpose 1, 2, 4	Warren County Funding
Abuse and Rape Crisis Shelter of Warren County (ARCS)	ARCS will provide 24/7, trauma-informed, family focused advocacy and case management to survivors and children of domestic violence with the primary goal of ensuring safety, healing and empowerment, while increasing	Families with minor children; non-custodial parents. At or below 250% of FPL TANF Purpose 1, 2, 4	Warren County Funding

	batterer's accountability for their abuse behavior.		
Educational Service Center- Resource Coordinator Program for Schools	The Resource Coordinator program provides supports and resources to needy families with academically and otherwise at-risk children. Resource Coordinators focus on low-income students and their families who have been identified within the school system. Resource Coordinators help identify, create, and maintain resources for families.	Families with minor children; non-custodial parents. At or below 250% FPL TANF Purpose 1, 2, 4	Warren County Funding
Workforce Development Training & Curriculum Employment Related Short-Term Training Services	Provides Training needed to gain, maintain, or advance in the workforce. (ABLE) Provides Assessments and planning as recommended by Workforce Development Staff or Sub-grant Recipients.	Families with minor children; non-custodial parents. At or below 200% FPL TANF Purpose 1 & 2	Warren County Funding
Workforce services allowable under TANF Program include but not limited to: TANF Administration/Eligibility, Case Management, Work Activities, Education and Training, Work Subsidies/Subsidized Employment	TANF Workforce Services provide an opportunity for Warren County Job & Family Services to partner with Ohio Means Jobs of Warren County to provide services to assist in TANF Administration/Eligibility, Case Management, Work Activities, Education & Training, and Work Subsidies/Subsidized Employment.	Families with minor children; non-custodial parents. At or below 200% FPL TANF Purpose 1 & 2	Warren County Funding

TANF EDUCATION & TRAINING

Services provided to improve knowledge of daily living skills and enhance opportunities. Education and training may include, but are not limited to, instruction in consumer education, health education, community protection, literacy education, computer skills training, or English as a second language. Also includes services or activities related to screening, assessment, testing, individual and group instruction, counseling, and referral to community resources.

**SECTION XI.
COMMISSIONER APPROVAL**

INTERPRETATION

In instances of ambiguity or lack of clarity in the provisions of this Plan, the determination of the WCDJFS as to the meaning and interpretation shall be final and binding. The WCDJFS will be the final authority for all decisions regarding eligibility for PRC benefits and services and for the allocation of PRC funds to support benefits and services to the public.

Warren County Job and Family Services, Division of Human Services agrees to implement this Prevention, Retention and Contingency (PRC) Plan on October _____, 2017.

Director, Warren County JFS, Division of Human Services

Date

CASH/SNAP AND CHILD CARE PROGRAM STANDARDS

Ohio Works First

PRC

SNAP Assistance

Child Care

AG Size	OWF Initial Elig. Test 7/1/17 (TOWF)	OWF PMT STD 1/1/18 (TOWF)	OWF Alloc. Allow. 100% 7-1-97	PRC FPG 100% 1/26/17	PRC FPG 200% 1/26/17	FA Allot 10-1-17 (TTFP)	130% Gross Std. 10-1-17 (TFSS)	Net Std. 10-1-17 (TFSS)	165%* Gross 10-1-17 (TFSS)	200% Gross 10-1-17 (TFSS)	Std. Ded. 10-1-17 (TTFP)	Fam. Size	FPL 2017 100% 10/1/17	Max Inc. Init. 130% 10/1/17	Max Inc. Trans. 150% 10/1/17	Max Inc. Ongoing 300% 10/1/17
1	503	289	583	1005	2010	192	1307	1005	1659	2010	160					
2	677	395	802	1354	2707	352	1760	1354	2233	2707	160	2	1354	1760	2030	4060
3	851	483	980	1702	3404	504	2213	1702	2808	3404	160	3	1702	2213	2553	5105
4	1025	596	1210	2050	4100	640	2665	2050	3383	4100	170	4	2050	2665	3075	6150
5	1200	698	1417	2399	4797	760	3118	2399	3958	4797	199	5	2399	3118	3598	7195
6	1374	776	1578	2747	5494	913	3571	2747	4532	5494	228	6	2747	3571	4120	8240
7	1548	868	1761	3095	6190	1009	4024	3095	5107	6190	228	7	3095	4024	4643	9285
8	1722	962	1954	3444	6887	1153	4477	3444	5682	6887	228	8	3444	4477	5165	10330
9	1896	1058	2149	3792	7584	1297	4930	3793	6257	7584	228	9	3792	4930	5688	11375
10	2070	1153	2345	4140	8280	1441	5383	4142	6832	8280	228	10	4140	5382	6210	12420
11	2245	1246	2532	4489	8977	1585	5836	4491	7407	8977	228	11	4489	5835	6733	13465
12	2419	1342	2727	4837	9674	1729	6289	4840	7982	9967	228	12	4837	6288	7255	14510

MEDICARE PREMIUM (1/1/17)

\$ 134

SSI PMT. (1/1/18)

Single

\$ 750

Couple

\$1125

*Used only to determine whether elderly and disabled AG members and their spouse who live with others, qualify for separate AG status.

SNAP ASSISTANCE 10/1/17 (TFEP)

Standard Shelter Estimate Homeless	\$143
Earned Income Deduction	20%
Excess Medical Deduction	\$ 35
Dependent Care Deduction	No Limit
Minimum Monthly Allotment	\$ 15
Standard Utility Allowance	\$530
Limited Utility Allowance	\$342
Single Utility Allowance	\$ 76
Standard Telephone Allowance	\$ 39
Limit on Shelter Deduction	\$535

To find the Medicaid Standards Help Sheet Link:

1. Click on Medicaid from Innerweb home page.
2. From Medicaid Innerweb home page click on County Resources.
3. Then click on Eligibility Technical Assistance and Compliance and scroll down to **Medicaid Standards Help Sheet**

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

Resolution

Number 18-0170

Adopted Date February 08, 2018

AUTHORIZE THE COUNTY ADMINISTRATOR TO SIGN A LETTER OF ARRANGEMENT BETWEEN THE BOARD OF COUNTY COMMISSIONERS AND THE AUDITOR OF STATE RELATIVE TO THE 2017 COUNTY FINANCIAL AUDIT


BE IT RESOLVED, to authorize the County Administrator to sign a Letter of Arrangement between the Board of County Commissioners and the Auditor of State relative to the 2017 County Financial Audit; as attached hereto and made a part hereof.

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

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


Resolution adopted this 8th day of February 2018.

BOARD OF COUNTY COMMISSIONERS



Laura Lander, Deputy Clerk

Tz/

cc: Auditor  (file)
Auditor of State
c/a – Auditor of State of Ohio



Dave Yost • Auditor of State

January 30, 2018

Commissioner David Young
Commissioner Tom Grossmann
Commissioner Shannon Jones
Warren County

This letter of arrangement between the Warren County (the County) and the Auditor of State describes the objective and scope of the services we will provide, the County's required involvement and assistance in support of our services, the related fee arrangements, and other terms and conditions designed to ensure that our professional services satisfy the County's audit requirements.

Summary of Services

We will audit the County's basic financial statements as of and for the year ended December 31, 2017. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter. The objective of an audit is to express our opinion concerning whether the basic financial statements and related notes present fairly, in all material respects, the County's financial position, changes in financial position, required budgetary comparisons, and cash flows (where applicable), in conformity with U.S. generally accepted accounting principles.

We expect to deliver our report on or about June 30, 2018.

We will audit to form an opinion on the basic financial statements. We will also opine on whether supplementary information is fairly presented, in all material respects, in relation to the basic financial statements taken as a whole.

We will apply certain limited procedures to required supplementary information. However, we will not opine or provide any assurance on this information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any other assurance.

We also will read the other information included in the introductory and statistical sections of the Comprehensive Annual Financial Report (CAFR) and consider whether this information, including the manner of its presentation, is materially consistent with information appearing in the financial section. However, we will not express an opinion or any other assurance on the introductory or statistical sections of the CAFR.

Engagement Team

The engagement will be led by:

- * Loren S. Crisp, CPA, Chief Auditor, who will be responsible for assuring the overall quality, value, and timeliness of our services to you;
- * Betty P. Kirk, CPA, Senior Audit Manager, who will be responsible for managing the delivery of our services to you; and
- * Michael P. Kiser, Audit Manager, who will be responsible for on-site administration of our services to you.

The Auditing Process

Our Responsibilities:

The *Summary of Services* above describes our responsibilities for the County's basic statements and other financial information.

We will conduct our audit in accordance with U.S. generally accepted auditing standards (GAAS) and the Comptroller General of the United States' standards for financial audits included in *Government Auditing Standards*, the Single Audit Act Amendments of 1996, and *Title 2 U.S. Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance)*. Those standards require that we plan and perform the audit to reasonably assure that the financial statements are free of material misstatement.

Because of inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatement may not be detected exists, even though the audit is properly planned and performed in accordance with GAAS.

We may limit certain procedures to selective testing of data. Therefore we might not detect material error and fraud if it exists. It is not cost-efficient to design procedures to detect immaterial error or immaterial fraud. Also, because of the characteristics of fraud, including attempts at concealment through collusion and forgery, a properly designed and executed audit may not detect a material fraud.

We will communicate all instances where we believe fraud *may* exist to you. These would include instances where we:

- Have persuasive evidence that fraud occurred.
- Determined fraud risks exist and were unable to obtain convincing evidence to determine that fraud was unlikely.

Similarly, noncompliance may have occurred. However, our audit provides no assurance that noncompliance generally will be detected and only reasonable assurance that we will detect noncompliance directly and materially affecting the determination of financial statement amounts. We will inform you regarding material error or noncompliance that come to our attention.

If we find indications of abuse, we will expand our tests to determine its financial statement effect. *Government Auditing Standards* defines *abuse* as behavior which while not necessarily a legal violation, is behavior a prudent person would deem improper or deficient. Because this determination is subjective, *Government Auditing Standards* does not expect auditors to provide reasonable assurance of detecting abuse.

If for any reason we are unable to complete the audit or are unable to form an opinion, we may disclaim an opinion on your financial statements. In this unlikely event, we will communicate the reason for disclaiming an opinion to you, and to those charged with governance, in writing.

Your Responsibilities and Identification of the Applicable Reporting Framework:

We will audit assuming that management and those charged with governance acknowledge and understand they are responsible for:

1. Preparing the financial statements and other financial information, including related disclosures and selecting and applying accounting principles in accordance with accounting principles generally accepted in the United States of America.
2. Providing us with:

- a. Access to all information of which management is aware that is relevant to preparing and fairly presenting the financial statements such as records, documentation, and other matters;
 - b. Additional information that we may request from management for the audit; and
 - c. Unrestricted access to persons within the County from whom we determine it necessary to obtain audit evidence.
3. Inform us of events occurring or facts discovered subsequent to the date of the financial statements, of which management may become aware, that may affect the financial statements.
 4. Preparing supplementary information (including the Schedule of Expenditures of Federal Awards) in accordance with the applicable criteria.
 - a. Include our report on the supplementary information in any document that includes the supplementary information and that indicates that the auditor has reported on this supplementary information.
 - b. Present the supplementary information with the audited financial statements or, if the supplementary information will not be presented with the audited financial statements, to make the audited financial statements readily available to the intended users of the supplementary information no later than the date of issuance by the County of the supplementary information and the auditor's report thereon.
 5. Reporting fraud and noncompliance of which you are aware to us.
 6. Making available to the auditor draft financial statements and any accompanying other information in time to allow the auditor to complete the audit in accordance with the proposed timeline.
 7. Reviewing drafts of the audited financial statements, footnotes, any supplemental information, auditor's reports and any findings; and informing us of any edits you believe may be necessary.
 8. Designing and implementing programs and controls to prevent and detect fraud.

You should not rely on our audit as your primary means of detecting fraud.

Compliance with Laws and Regulations

Our Responsibilities

As part of reasonably assuring whether the financial statements are free of material misstatement, we will test the County's compliance with certain provisions of laws, regulations, contracts, and grants if noncompliance might reasonably directly and materially affect the financial statements. However, except for major federal financial assistance programs, our objective is not to opine on overall compliance with these provisions.

Your Responsibilities:

Management and those charged with governance are responsible for:

1. Being knowledgeable of, and complying with, laws, regulations, contracts, and grants applicable to the County.

2. Identifying for us other financial audits, attestation engagements, performance audits, internal audits, reports from regulators or other studies related to the County (if any), and the corrective actions taken to address these audits' significant findings and recommendations.
3. Tracking the status of prior audit findings.
4. Taking timely and appropriate steps to remedy fraud, noncompliance, violations of provisions of laws, regulations, contracts or grant agreements, or abuse we may report.
5. Providing your views and planned corrective action on audit findings we may report.

Internal Control

Our Responsibilities:

As a part of our audit, we will obtain an understanding of your County and its environment, including its internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses.

In assessing risk, we consider internal control relevant to the County's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances but not for the purpose of opining on the effectiveness of the County's internal control. However, we will communicate to you in writing any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.

Your Responsibilities:

Design, implement and maintain internal control relevant to compliance and the preparing and fairly presenting financial statements that are free from material misstatement, whether due to fraud or error. Appropriate supervisory reviews are necessary to reasonably assure that adopted policies and prescribed procedures are followed.

Your Responsibility for Service Organizations:

Service organizations are other governmental entities, organizations, or companies that provide services to you, as the user County, relevant to your internal controls over financial reporting. Service organizations process transactions reflected in your County's financial statements, and therefore fall within the scope of our audit. While service organizations are responsible for establishing and maintaining their internal control, you are responsible for being aware of the service organizations your County uses, and for establishing controls to monitor the service organization's performance. Because the complexity of service organization transaction processing can vary considerably, your monitoring activities can vary accordingly.

When transaction processing is complex and the volume of transactions is relatively high, obtaining and reviewing a service organization auditor's *Independent Service Auditor's Report on Management's Description of a Service Organization's System and the Suitability of the Design and Operating Effectiveness of Controls* Report (Type 2 Service Organization Control Report (SOC 1)) may be the most effective method of meeting your responsibility to monitor a service organization, and may also be the only efficient means by which we can obtain sufficient evidence regarding their internal controls. AT Section 801, *Reporting on Controls at a Service Organization* for service organization reports dated prior to May 1, 2017 and AT-C Section 320, *Reporting on an Examination of Controls at a Service Organization Relevant to User Entities' Internal Control Over Financial Reporting* for service organization

reports dated on or after May 1, 2017 discuss the aforementioned report. (In some circumstances, we can accept a suitably-designed agreed-upon procedures report (AUP) in lieu of a SOC 1 report.)

You are responsible for informing our staff of the service organizations your County uses, and for monitoring these service organizations' performance.

Service organizations of which we are aware are:

- United Healthcare, which processes the County's health insurance claims;
- Optum Rx, which processes the County's prescription drug insurance claims;
- Dental Care Plus, which processes the County's dental insurance claims;
- Eyemed, which processes vision insurance claims;
- CareWorks, which processes the County's workers comp claims;
- FIS Global, which accepts and processes credit card payments for water/sewer fees;
- US Bank and Bank of New York for the County's debt services;
- Raymond James, LCNB, First Financial, US Bank and Citigroup for the County's investment accounts management;
- Fairfield, which accepts and processes credit card payments online for dog licenses;
- Pioneer Credit Recovery, for the County Court collections; and
- State of Ohio, which processes the County's sales tax collections;
- Mercury Payments, which process credit card payments received by the Park Board;
- Muncipay, which processes credit card payments received by Building & Zoning;
- First Billing, which processes credit card payments for the water/sewer fees.
- Omega, which processes credit card payments for the Treasurer's Office.

Please confirm to us that, to the best of your knowledge, the above listing is complete.

Of the service organizations above, those for which we believe the complexity of processing and volume of transactions warrant a SOC 1(or AUP) report are:

- United Healthcare
- Optum Rx
- Dental Care Plus
- Eyemed
- CareWorks
- FIS Global
- US Bank
- Bank of New York
- Raymond James
- LCNB
- First Financial
- Citigroup
- Muncipay
- First Billing
- Omega

Without an acceptable SOC 1 or AUP report for the above-listed organizations, generally accepted auditing standards may require us to qualify our opinion on your County's financial statements due to an insufficiency of audit evidence regarding service organization transactions included in your County's financial statements. You are responsible for communicating the need for a SOC 1 or AUP report to

these service organizations, and also for communicating the deadline for which we need the report to meet your reporting deadline. We will require the reports by approximately May 15, 2018 to meet your reporting deadline of June 30, 2018.

Additional Responsibilities and Reporting Under the Uniform Guidance

Our Responsibilities:

For grant funding subject to the Uniform Guidance, as the Guidance requires, we will test controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to opine on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

Additionally, the Uniform Guidance requires that we also plan and perform the audit to reasonably assure whether the auditee has complied with applicable federal statutes, regulations, and terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the OMB *Compliance Supplement* for the types of compliance requirements that could directly and materially affect each of your major programs.

In accordance with the Uniform Guidance, we will prepare the following report:

Independent Auditor's Report on Compliance with Requirements Applicable To Each Major Federal Program and on Internal Control Over Compliance Required by the Uniform Guidance

Our report on compliance will include our opinion on compliance with major federal financial assistance programs and also describe instances of noncompliance with Federal requirements we detect that require reporting per the Uniform Guidance. This report will also describe any significant deficiencies and/or material weaknesses we identify relating to controls used to administer Federal award programs. However, this report will not opine on internal control used to administer Federal award programs.

We are also responsible for completing certain parts of OMB Form SF-SAC (the Data Collection Form).

Your Responsibilities:

You are responsible for identifying federal statutes, regulations and the terms and conditions relating to Federal award programs, and for complying with them. You are responsible for compiling the Schedule of Expenditures of Federal Awards and accompanying notes.

For grant funding subject to the Uniform Guidance, you are required to establish and maintain effective internal controls to reasonably assure compliance with federal statutes, regulations and terms and conditions of federal awards and controls relating to preparing the Schedule of Expenditures of Federal Awards. Additionally, you are responsible for evaluating and monitoring noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; taking prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly following up and taking corrective action on reported audit findings; and for preparing a summary of schedule of prior audit findings and a separate corrective action plan.

You are responsible for informing us of significant subrecipient relationships and contractor relationships (previously known as vendor relationships), when the contractor has responsibility for program

compliance and for the accuracy and completeness of that information.

You are responsible for completing your County's Data Collection Form and assuring the reporting package (including the Data Collection Form) is filed in accordance with the electronic submission requirements.

You are responsible for providing electronic files that are unlocked, unencrypted and in an 85% text searchable PDF format for your County's single audit submission of the reporting package to the Federal Audit Clearinghouse.

Representations from Management

Your Responsibilities

Upon concluding our engagement, management and, when appropriate, those charged with governance will provide to us written representations about the audit that, among other things, will confirm, to the best of their knowledge and belief:

- Management's responsibility for preparing the financial statements in conformity with generally accepted accounting principles, and the Schedule of Expenditures of Federal Awards in accordance with the Uniform Guidance
- The availability of original financial records and related data, the completeness and availability of all minutes of the legislative or other bodies and committee meetings;
- Management's responsibility for the County's compliance with laws and regulations;
- The identification and disclosure to the auditor of all laws, regulations, and provisions of contracts and grant agreements directly and materially affecting the determination of financial statement amounts and;
- The absence of fraud involving management or employees with significant roles in internal control.

Additionally, we will request representations, as applicable, regarding:

- The inclusion of all components, and the disclosure of all joint ventures and other related organizations;
- The proper classification of funds, net position and fund balances;
- The proper approval of reserves of fund equity;
- Compliance with laws, regulations, and provisions of contracts and grant agreements, including budget laws or ordinances; compliance with any tax or debt limits, and any debt covenants;
- Representations relative to GASB-required supplementary information;
- The identification of all federal assistance programs, and compliance with grant requirements.
- Events occurring subsequent to the fiscal year end requiring adjustment to or disclosure in the financial statements or Schedule of Expenditures of Federal Awards.

Management is responsible for adjusting the financial statements to correct misstatements we may detect during our audit and for affirming to us in the representation letter that the effects of any uncorrected misstatements we aggregate during our engagement and pertaining to the latest period the statements present are immaterial, both individually and in the aggregate, to the opinion units. (*Financial statements include the related footnotes and required and other supplemental information*).

Communication

Our Responsibilities

As part of this engagement the Auditor of State will communicate certain additional matters (if applicable) to the appropriate members of management and to those charged with governance. These matters include:

- The initial selection of and changes in significant accounting policies and their application;
- The process management uses to formulate particularly sensitive accounting estimates and the basis for their conclusions regarding the reasonableness of those estimates;
- Audit adjustments, whether posted or waived;
- Any disagreements with management, whether or not satisfactorily resolved, about matters that individually or in the aggregate could be significant to the financial statements or our opinion;
- Our views about matters that were the subject of management's consultation with other accountants about auditing and accounting matters;
- Major issues that were discussed with management related to retaining our services, including, among other matters, any discussions regarding the application of accounting principles and auditing standards; and
- Serious difficulties we encountered in dealing with management during the audit.

We will present those charged with governance our Summary of Unadjusted Differences (if any) at the conclusion of our audit.

Terms and Conditions Supporting Fee

As a result of our planning process, the County and the Auditor of State have agreed to an approach designed to meet the County's objectives for an agreed-upon fee, subject to the following conditions.

Our Responsibilities:

In providing our services, we will consult with the County regarding matters of accounting, financial reporting or other significant business issues. Accordingly, our fee includes estimated time necessary for this consultation. Circumstances may require the Auditor of State to confirm balances with your financial institution resulting in additional nominal charges which will not require an amendment to this agreement. However, should a matter require research, consultation or audit work beyond this estimate, the Auditor of State and the County will agree to an appropriate revision in services and fee. These revisions will also be set forth in the form of the attached *Amendment to Letter of Arrangement*.

Your Responsibilities:

The County will provide in a timely manner all financial records and related information to us, an initial list of which has been furnished to you, including timely communication of all significant accounting and financial reporting matters, as well as working space and clerical assistance as mutually agreed upon and as is normal and reasonable in the circumstances. When and if for any reason the County is unable to provide these schedules, information and assistance, the Auditor of State and the County will mutually revise the fee to reflect additional services, if any, we require to achieve these objectives. These revisions will be set forth in the form of the attached *Amendment to Letter of Arrangement*.

Confidential Information:

You should make every attempt to minimize or eliminate the transmission of personal information to the Auditor of State (AOS). All documents you provide to the AOS in connection with our services including financial records and reports, payroll records, employee rosters, health and medical records, tax records, etc. should be redacted of any personal information. Personal information includes social security numbers, date of birth, drivers' license numbers or financial institution account numbers associated with an individual. The public office should redact all personal information from electronic records before they are transmitted to the AOS. This information should be fully blacked out in all paper documents prior to sending to the AOS. If personal information cannot be redacted from any records or documents; the public office must identify these records to the AOS.

If redacting this personal information compromises the audit or the ability to prepare financial statements, the public office and the AOS will consider these exceptions on a case-by-case basis. Additionally, if redacting this information creates a hardship on the public office in terms of resources, recordkeeping or other issues, the public office and the AOS may collaborate on alternative methods of providing the public office's data to the AOS without compromising the personal information of individuals served by the public office. The AOS is willing to work with the public office and it is our intent to greatly reduce the amount of personal information submitted to the AOS for audit or financial statement preparation purposes. It is important that the public office review internal policies to find ways to eliminate as much personal information from financial records as possible by substituting non-personal information (i.e., change social security numbers to employee identification numbers).

Fee

Except for any changes in fees and expenses which may result from the circumstances described above, we expect our fees and expenses for our audit services will not exceed \$112,094.

Pursuant to Ohio Rev. Code Section 117.13, you may charge all of this audit's cost to the general fund or you may allocate the cost among the general fund and other eligible funds.

Reporting

We will issue a written report upon completing our audit of your financial statements. We will address our report to those charged with governance. We cannot assure you that we will issue an unmodified opinion. Circumstances may arise in which it is necessary for us to modify our opinion, add an other matters or emphasis-of-matter paragraph or withdraw from the engagement.

Upon completing our audit, we will also issue a written report in accordance with Government Auditing Standards on internal control over financial reporting and our tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements and other matters.

Access to Our Reports and Working Papers

AU-C 905—*Alert That Restricts the Use of the Auditor's Written Communication* requires our reports to disclose the following:

Independent Auditor's Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Required by Government Auditing Standards:

This report only describes the scope of our internal control and compliance testing and our testing results, and does not opine on the effectiveness of the County's internal control or on compliance. This report is an integral part of an audit performed under *Government Auditing Standards* in considering the County's internal control and compliance. Accordingly, this report is not suitable for any other purpose.

Independent Auditor's Report on Compliance for Each Major Federal Program and on Internal Control Over Compliance Required by the Uniform Guidance:

This report only describes the scope of our internal control compliance tests and the results of this testing based on Uniform Guidance requirements. Accordingly, this report is not suitable for any other purpose.

AU-C 905 requires us to include this restrictive language in our reports due to concerns that other readers

may not fully understand the purpose of the report, the nature of the procedures applied in its preparation, the basis or assumptions used in its preparation, the extent to which the procedures performed are generally known or understood, and the potential for the report to be misunderstood, when taken out of the context for which it was intended.

However, under Revised Code Section 117.26, an audit report becomes a public record under Section 149.43, Revised Code, when we file copies of the report with the public officers enumerated in the Revised Code. When we file the reports, our working papers become available to the public upon request, subject to information protected for criminal investigations, by attorney-client privilege or by local, state or federal law. AU-C 905 does not affect public access to our reports or working papers.

Under generally accepted auditing standards, we must retain working papers for five years after the release date of our opinion. However, AOS policy requires we retain working papers for seven years or longer, as needed.

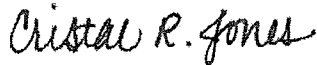
Peer Review Report

As required by *Government Auditing Standards*, we have made our most recent external quality control review report (Peer Review) publicly available, at <https://ohioauditor.gov/publications/15nsaa.pdf>. Audit organizations can receive a rating of *pass*, *pass with deficiency(ies)*, or *fail*. The Auditor of State received a peer review rating of pass.

Please sign and return this letter to indicate your acknowledgement of, and agreement with, the arrangements for our audit of the financial statements including our respective responsibilities. If you have any questions, please call Betty Kirk at 1-800-368-7419.

Very truly yours,

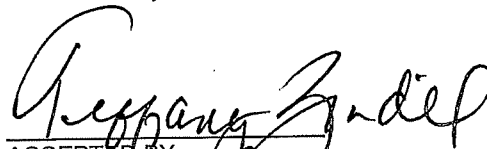

Dave Yost
Auditor of State of Ohio



Cristal R. Jones, Assistant Chief Auditor

Attachment

cc: Matt Nolan, County Auditor
Tiffany Zindel, County Administrator


ACCEPTED BY

TITLE

2-9-18
DATE

2CFR Part 200 REPORTING PACKAGE

2CFR Part 200 Ref.	Item	Responsibility	
		Auditee	Auditor
.508(b); .510(a)	Financial Statements	✓	
.515(a)	Report (opinion) on financial statements		✓
508(b); .510(b)	Schedule of Expenditures of Federal Awards	✓	
.515(a)	Report ("in-relation-to" opinion) on Schedule of Expenditures of Federal Awards		✓
.515(b)	Report on Compliance and Internal Controls - Financial Statements		✓
.515(c)	Report on Compliance and Internal Controls - (Major) Federal Awards		✓
.515(d)	Schedule of Findings and Questioned Costs ¹		✓
.508(c); .511(a),(b)	Schedule of Prior Audit Findings ⁴	✓	
.512(a), (b)	Data Collection Form ²	✓	✓
.511(c)	Corrective Action Plan ³	✓	

¹ Required in all cases

² You may only submit the reporting package and Data Collection Form electronically. The reporting package will be uploaded and submitted along with the Data Collection Form. The Federal Audit Clearinghouse will distribute the required reporting packages to the Federal agencies per Section __.512(g) of the Uniform Guidance, if the audit requires distribution to a Federal-funding agency. Complete the auditee certification process and submit the single audit reporting package and the Data Collection Form electronically to the Federal Audit Clearinghouse within the earlier of 30 days after receipt of our reports or nine months after the end of the audit period.

³ Required for any GAGAS level or UG findings

SAMPLE
AMENDMENT #___ TO LETTER OF ARRANGEMENT

[Date]

[ENGAGEMENT LETTER ADDRESSEE]

Dear _____:

The letter of arrangement dated _____ between the Auditor of State and the County is hereby amended to reflect the following:

<u>Description of / Causes for Amendment</u>	<u>Estimated Fee Effect</u>
1	
2	
3	
4	_____
Total this amendment	\$0.00
Previous fee estimate	_____
Revised fee estimate	<u>\$0.00</u>

Please sign the copy of this letter in the space provided and return it to us. If you should have any questions, please call _____ at _____.

Very truly yours,

Dave Yost
Auditor of State of Ohio

(Name), Chief Auditor

cc: [Engagement Letter cc's]

ACCEPTED BY

DATE

TITLE

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

Resolution

Number 18-0171

Adopted Date February 08, 2018

AUTHORIZE PRESIDENT OF THE BOARD TO SIGN PERMIT APPLICATION FROM THE OHIO DEPARTMENT OF COMMERCE, DIVISION OF LIQUOR CONTROL FOR A FUNDRAISING EVENT AT THE WARREN COUNTY FAIRGROUNDS

WHEREAS, the Love Tattoo Foundation is holding an event at the Warren County Fairgrounds on April 14, 2018, in order to raise funds for various programs benefitting veterans; and

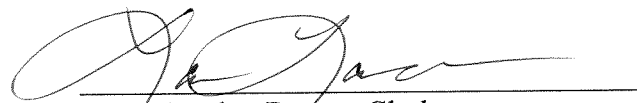
NOW THEREFORE BE IT RESOLVED, to authorize the President of the Board to sign an F-2 Permit Application from the Ohio Department of Commerce, Division of Liquor Control, on behalf of the Love Tattoo Foundation for the purpose of obtaining a liquor license during the event being held at the Warren County Fairgrounds; copy of said application is attached hereto and made a part hereof.

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

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

Resolution adopted this 8th day of February 2018.

BOARD OF COUNTY COMMISSIONERS



Laura Lander, Deputy Clerk

tao/

cc: Warren County Agricultural Society (file)
Randy Hayford
C/A—Ohio Department of Commerce, Division of Liquor Control



Ohio Department of Commerce
 Division of Liquor Control
 6606 Tussing Road, P.O. Box 4005, Reynoldsburg, Ohio 43068-9005
 Telephone No. (614) 387-7407 - Fax No. (614) 644-6965
<http://www.com.ohio.gov/liqr>

F-2 PERMIT APPLICATION

Fee: \$150.00; \$160.00 if issued jointly with the holder of a D-permit holder.

An F-2 permit may be issued to an association, corporation, or to a recognized subordinate lodge, chapter, or other local unit of an association or corporation organized not for profit and operated for a charitable, cultural, fraternal, educational or political purpose to sell beer and intoxicating liquor until 1:00 a.m., at an event not to exceed four consecutive days. The applicant may not be affiliated with the holder of any class of liquor permit other than a D-4 permit. No more than one F-2 permit may be issued to any applicant in a 30 day period.

**APPLICATION SHOULD BE FILED THIRTY (30) DAYS PRIOR TO EVENT
 CAREFULLY READ THE GENERAL INSTRUCTIONS FOR FILING F-2 APPLICATION ON PAGE 3**

TYPE OR PRINT PLAINLY

ALL QUESTIONS MUST BE ANSWERED

Email Address: randy@twangthangmusic.com (Note: This is for notification purpose only - NOT for emailing correspondence)

Name of Non-Profit Organization (Exact Name must be uniform on all documents - please do not abbreviate)

The Love Tattoo Foundation

Street Address (Where Function Will Be Held - BE SPECIFIC & must be uniform on all documents - For Street Closures see Address Addendum -Page 1(A))

Warren County Fairground Bldg A 665 N Broadway St, Lebanon, OH 45036-1723

Township (Only if Unincorporated Area)	City	State	Zip Code	County:
	<u>Lebanon</u>	<u>OHIO</u>	<u>45036</u>	<u>Warren</u>

Mail and/or Fax Permit and Correspondence To:

Name: Donna Lynch Street Address: 5329 Township Line Rd City: Waynesville

State: OH Zip Code: 45068 Phone #: 513-377-3203 Fax #:

Individual responsible for the compliance with Ohio's liquor laws in conjunction with the sale and consumption of alcoholic beverages: Name: Donna Lynch Title: Director
 Phone #: 513-377-3203

Date and Time Function Will Begin: Date Function Begins: 04/14/2017 Time Function Begins: 6 am pm
 (Month/ Day/ Year)

Date and Time Function Will End: Date Function Ends: 04/14/2017 Time Function Ends: 12 am pm
 (Month/ Day/ Year)

The Division of Liquor Control does not regulate or advise individuals regarding gambling in conjunction with the issuance of an F2 permit. Any question regarding gambling should be directed to the **Ohio Attorney General's Office, Charitable Gaming Section, 101 East Town Street, Columbus, OH 43215 at (614) 466-3180.**

SECTION A

- Has any officer of the applicant organization, or the organization itself ever been convicted of any felony or misdemeanor not previously reported to the Division of Liquor Control? YES NO
 If YES, attach a written explanation.
- Will a holder of a liquor license (D-permit holder) be conducting the sale of alcoholic beverages? YES NO
 If YES, this application may be filed jointly. Please indicate below the permit holder's name and permit number.
 (Note: Both F2 applicant name and issued permit holder name must be on all documents where "Name of Non Profit Organization is requested)

Permit Holders Name: _____

Permit Number: _____

FOR OFFICE USE ONLY

Taxing District	Reviewer Action:	Remarks:
Permit Number		
Receipt #		

SECTION A continued:

3. Is the applicant a not for profit association, corporation, or a recognized subordinate lodge, chapter, or other local unit of an association or corporation? If "YES", list the name: The Love Tattoo Foundation YES NO
4. If requested, is the applicant able to provide the Division of Liquor Control evidence from the Ohio Secretary of State's office that the applicant is a valid not for profit association, corporation, or a recognized subordinate lodge, chapter, or other local unit of a not for profit association or corporation? YES NO
If NO, please explain: _____
5. Will 100% of the proceeds, less expenses, from the applicant's sale of alcoholic beverages either be retained by the applicant or distributed by the applicant for non-profit charities, cultural, fraternal, political or educational programs? YES NO
If "NO", please give detailed explanation: _____
6. Is applicant an owner, shareholder, managing member, or officer of any class of liquor permit other than D-4? YES NO
If YES, please explain: _____
7. Will any individual or for profit association, corporation, or other legal entity receive any portion of the proceeds after expenses from the event for which you are requesting the F-2 permit? YES NO
If YES, please explain, identifying share of profit or gain each person will receive: _____
8. Will the members of the applicant organization coordinate and operate the event and conduct the sale of alcoholic beverages? YES NO
If NO, please attach a detailed explanation of the non member involvement and their financial compensation.
9. Please check the specific purpose for which your organization operates:
 Educational Charitable Cultural Fraternal Political
10. What is the purpose of the event? (Note: The proceeds of the function shall not be used for the profit or gain of any individuals) Raising funds in support of veterans causes

THE FOLLOWING MUST BE COMPLETED BY THE APPLICANT(S):

NOTE: FALSIFYING ANY OF THE INFORMATION ON THIS APPLICATION CAN RESULT IN THE DIVISION'S REFUSING TO ISSUE THIS PERMIT

State of Ohio, Warren County, ss

I RANDALL HAYFORD, being first duly sworn, according to law, depose

and say that I am at least twenty-one (21) years of age and the statements and answers made in the foregoing application are true. With respect to the F-2 permit, I agree to comply with all applicable statutes and administrative rules. I hereby acknowledge that I am required by law to be responsible for any conduct that violates laws pertaining to the sale of alcoholic beverages, and that both parties are responsible for any violations of the other if the F-2 permit is issued jointly. I further depose and say the applicant will be the proper holder of the F-2 permit.

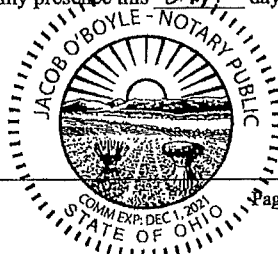
[Signature]
(Signature and Title of 1 of the Top 4 Officers of Organization)

(Signature and Title of D-Permit Holder if to be issued jointly)

RANDALL HAYFORD Director
(Print Name of Officer that signed above)

(Print Name of D-Permit Holder, if applicable)

Sworn to before me and subscribed in my presence this 29 day of Jan, 20 18.



[Signature] 12-01-2021
(Notary Public) (Notary Expiration)
Jacob O'Boyle
(Notary - Please Print Name and Affix Seal/Stamp)

GENERAL INSTRUCTIONS FOR FILING F-2 APPLICATION

The F-2 permit is for a function sponsored by a nonprofit organization organized for a charitable, cultural, fraternal, political or educational purpose, to sell beer or intoxicating liquor by the individual drink, at a place where the sale of beer or intoxicating liquor on that day is otherwise permitted by law. The applicant-organization shall not be affiliated with the holder of any permit other than a D-4 permit.

- An F-2 permit is effective for not more than four (4) consecutive days, and no sales can be made after 1 a.m.
- No more than one F-2 permit can be issued to the same applicant in a thirty-day period.

If an applicant wishes the holder of a D permit to conduct the sale of beer and intoxicating liquor at the event, the applicant may request that the permit be issued jointly to itself and the D permit holder. If the F-2 is issued jointly, both the applicant and the D permit holder will be held responsible for any violation of the law pertaining to the sale of alcoholic beverages committed by either. **ALL DOCUMENTS MUST BE IN THE ORGANIZATION AND D-PERMIT HOLDER'S NAME.** The Division will also consider the past activities of the applicant organization and of any D permit holder issued jointly while operating under other F-2 permits and the applied for location.

APPLICATION WILL NOT BE ACCEPTED OR MAY NOT BE ISSUED WITHOUT THE FOLLOWING REQUIRED DOCUMENTS

1. Filing Fee. **Make check payable to the Division of Liquor Control. Please do not mail cash.**
 - a. \$150.00 Fee for an F-2 issued to applicant alone.
 - b. \$160.00 Fee if issued jointly with D permit holder.
2. Division of Liquor Control Form DLC 4221, (Tenancy/Police Notification)
3. Copy of Diagram of permit premises, denoting areas where alcoholic beverages will be sold and consumed.
4. If the event is on the premises of a retail permit holder, the retail permit holder must complete Page 6, a notarized statement, signed by an officer/owner of the retail permit, stating they will not utilize their permit privileges at the same time and place as the temporary event.
5. If there will be any type of street/alley, or public sidewalk closure, you must submit an acknowledgement from the legislative or local police authority in control authorizing such closure.
6. You may have to submit proper documentation from the Ohio Secretary of State proving not for profit status.

WARNINGS

- Applicant must be at least twenty-one (21) years of age.
- Section 4301.24 Of Ohio Revised Code prohibits any manufacturer or wholesale distributor from aiding or assisting any retail permit holder by gift or loan of any money or property of any description or other valuable thing; and it prohibits any retail permit holder from accepting same. **THIS MEANS A WHOLESALE DISTRIBUTOR MAY NOT AID THE PERMIT HOLDER IN ANY WAY, EITHER FINANCIALLY OR BY ADVERTISING THE FUNCTION COVERED BY THIS APPLICATION; AND THE PERMIT HOLDER MAY NOT ACCEPT SUCH ASSISTANCE FROM THE WHOLESALE DISTRIBUTOR.**
- An "F-2" permit holder must purchase all beer, wine or mixed beverages from a wholesale Distributor and spirituous liquor from a Contract Liquor Agency. The purchase of beer, wine, mixed beverages and spirituous liquor at retail for resale and the donation of such products for an event of which an F-2 permit is issued is prohibited.
- It is illegal to allow a patron to remove any alcoholic beverage from or to consume it off the premises designated on your permit. No carryout privileges are permitted under an F-2 permit.
- It is illegal for any person under the age of twenty-one (21) to purchase or consume alcoholic beverages. It is the permit holder's responsibility to obtain proper identification.



OHIO DEPARTMENT OF COMMERCE
 Division of Liquor Control
 6606 Tussing Road
 Reynoldsburg, OH 43068-9005

Telephone No. (614) 387-7407
 Fax No. (614) 644-6965
<http://www.com.ohio.gov/liq>

TEMPORARY PERMIT TENANCY NOTIFICATION FORM

Section A: TEMPORARY PERMIT FUNCTION INFORMATION

The The Love Tattoo Foundation will be conducting an event at: Warren County Fairground Bldg A 665 N Broadway St, Lebanon, OH 450 and has applied for a temporary liquor permit to be held on the date and time specified below :

Date Function Begins: 04/14/2018 Time Function Begins: 6 am pm
(Month/ Day/ Year)

Date Function Ends: 04/14/2017 Time Function Ends: 12 am pm
(Month/ Day/ Year)

Section B: REAL PROPERTY OWNER ACKNOWLEDGEMENT (Completed by Property Owner)

If liquor permit applicant is owner of real property mark box, and sign below.

I, being the owner of the real property located at the address provided in Section A above, acknowledge that the Organization listed above will hold a special function on the date(s) specified.

x [Signature] Warren County Commissioner
(Signed Real Property Owner) Tom Grossmann 2/8/18
(Print Name of Real Property Owner) (Date)

665 N. Broadway Lebanon, OH 45036 513-695-1250
(Street Address of Real Property Owner) (City, State, and Zip Code) (Telephone Number)

Attach Street Closure Form to this form if any street, alley, or public sidewalk will be closed for this event.



OHIO DEPARTMENT OF COMMERCE
 Division of Liquor Control
 6606 Tussing Road
 Reynoldsburg, OH 43068-9005

Telephone No. (614) 387-7407
 Fax No. (614)-644-6965
 http://www.com.ohio.gov/liqr

TEMPORARY PERMIT CHIEF PEACE OFFICER NOTIFICATION FORM

Section A: TEMPORARY PERMIT INFORMATION

The The Love Tattoo Foundation
 The _____ will be conducting an
 event at: Warren County Fairground Bldg A 665 N Broadway St, Lebanon, OH 450: and has
 applied for a temporary liquor permit to be held on the date and time specified below:

Date and Time Function Will <u>Begin:</u>	Date Function <u>Begins:</u> <u>04/14/2018</u> <small>(Month/ Day/ Year)</small>	Time Function <u>Begins:</u> <u>6</u> <input type="checkbox"/> am <input checked="" type="checkbox"/> pm
Date and Time Function Will <u>End:</u>	Date Function <u>Ends:</u> <u>04/14/2017</u> <small>(Month/ Day/ Year)</small>	Time Function <u>Ends:</u> <u>12</u> <input checked="" type="checkbox"/> am <input type="checkbox"/> pm

Section B: NOTICE TO CHIEF PEACE OFFICER (Completed by City/Township Police or County Sheriff)

This portion must be signed by the Chief Peace Officer or his or her designee in the municipality or township where this function will be held, indicating that he/she has been notified of the date, time, place and duration of the event. (If the township does not have a Chief Peace Officer, the County Sheriff's Office must be notified accordingly.)

I, being the Chief Peace Officer or his or her designee where the function listed above in Section A will be held, acknowledge that I have received notification that the organization listed above will hold a special function on the date(s) specified.

X

 (Signed) (Title) (Date)

 (Print Name)

City Police
 Township Police
 County Sheriff
 University Police

Attach Street Closure Form to this form if any street, alley, or public sidewalk will be closed for this event.



OHIO DEPARTMENT OF COMMERCE
 Division of Liquor Control
 6606 Tussing Road
 Reynoldsburg, OH 43068-9005

Telephone No. (614) 387-7407
 Fax No. (614) 644-6965
<http://www.com.ohio.gov/liqr>

DIAGRAM OF PROPOSED PERMIT PREMISES FOR TEMPORARY LIQUOR PERMIT

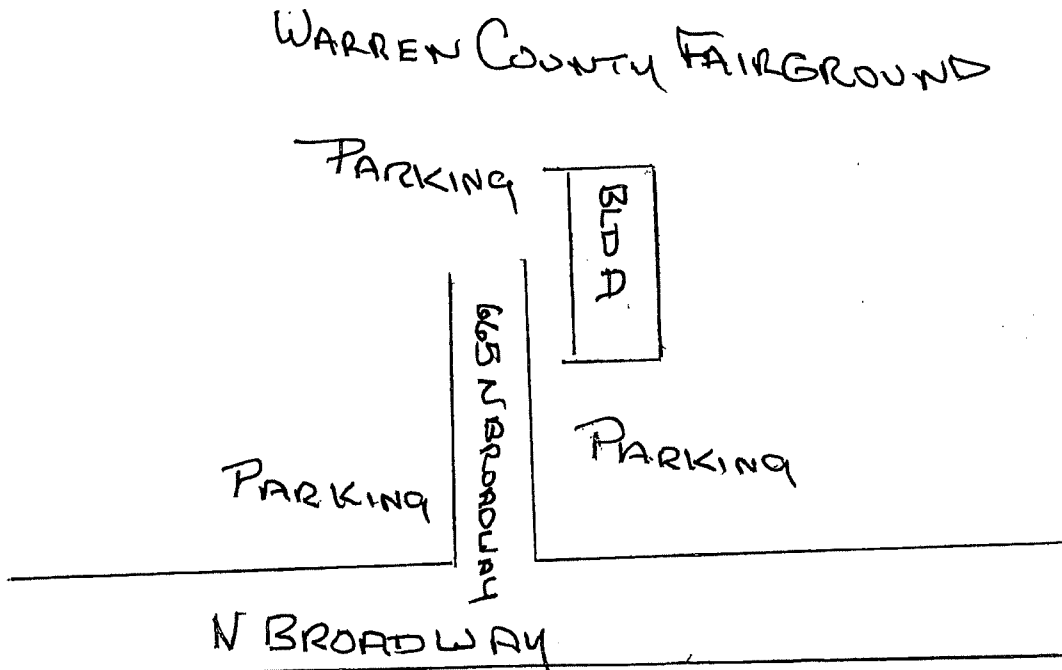
Every applicant for a temporary liquor permit must submit with the application a diagram of the event premises where alcoholic beverages will be stored, sold and consumed. If the diagram is not included, the application will be returned to the applicant.

FOR EVENTS HELD INDOORS: Diagram must identify the room(s) in which the alcoholic beverages will be sold, stored and consumed.

FOR EVENTS HELD ENTIRELY or PARTIALLY OUTDOORS: Diagram must show shape and measured dimensions of the area to be used. Location of barriers must be shown, and an explanation of the type of barriers used (e.g., chain link fence, snow fence, brick wall, rope, etc.) which will separate permit premises from other areas which are not permit premises.

DIAGRAM MUST APPEAR IN THE SPACE BELOW, OR ON AN ATTACHED SHEET

(if submitting diagram on attached sheet, the diagram must be signed by the person who prepared diagram or applicant)



[Handwritten Signature]

Signature of person who prepared diagram or applicant

RANDALL HAYFORD **DIRECTOR**
 Print Name Title

Phone # 615 232 4614



OHIO DEPARTMENT OF COMMERCE
Division of Liquor Control
6606 Tussing Road
Reynoldsburg, OH 43068-9005

Telephone No. (614) 387-7407
Fax No. (614) 644-6965
http://www.com.ohio.gov/liqr

STREET CLOSURE FORM

- 1. Will there be any type of street, alley, or public sidewalk closure for this event?
If "YES", please attach an acknowledgement from the legislative or police authority in control, authorizing the closure. YES NO

- 2. Will the permit premises cover an area that includes adjacent streets, alleys, or public sidewalks that will be closed?
If "YES", please list the street name(s) and address(es) or range (i.e., Main Street - From 600 Block to 700 Block). YES NO

If "YES" to 1 and 2, attach a copy of this form to both the Chief Peace Officer and the Temporary Permit Tenancy Notification Forms

STREET NAME	ADDRESS or STREET RANGE	
	FROM	TO
N/A		



OHIO DEPARTMENT OF COMMERCE
 Division of Liquor Control
 6606 Tussing Road
 Reynoldsburg, OH 43068-9005

Telephone No. (614) 387-7407
 Fax No. (614) 644-6965
<http://www.com.ohio.gov/liqr>

**MEMORANDUM OF AGREEMENT
 BETWEEN TEMPORARY PERMIT HOLDER & RETAIL PERMIT HOLDER**

(To be completed by Retail Permit Holder)

I/We _____
 (Name [not DBA Name] Listed on Issued Retail Permit)

issued retail permit holder # _____ agree to not utilize our permit
 (Issued Liquor Permit #)

privileges at the same time and place where the temporary permit organization function listed on page 1

of this application will be held:

From: _____ / _____ / _____ To: _____ / _____ / _____
 MONTH DAY YEAR MONTH DAY YEAR

By signing below, I certify that I have authority to execute this document and that the information provided is true, correct and complete to the best of my knowledge and belief.

 (Signature of Officer, Shareholder or LLC Member of Issued Permit on Record with the Division of Liquor Control) (Title) (Date)

 (Print Name of Officer, Shareholder of LLC Member of Issued Permit) (Day Time Telephone Number)

 (Mailing Address) (City) (State) (Zip Code)

N/A

Warren County
FAIRGROUNDS

LEBANON, OHIO

www.warrencountyfairohio.org

January 29, 2018

To whom it may concern,

The Warren County Agricultural Society (WCAS) has agreed to lease Building A on the Warren County Fairgrounds to Donna & Richard Lynch for the Love Tattoo Foundation to be held Saturday, April 14, 2018. We hereby grant permission for Donna & Richard Lynch to use this facility and to serve alcohol. The Lynch Band and the Love Tattoo Foundation has agreed, under the contract, to carry \$1,000,000 liability insurance for this event, with the Warren County Agricultural Society named as additional insured.

Should you have any questions, please contact the WCAS office.

Sincerely,



Rebecca Osborne
Fair Secretary & Facility Manager, WCAS

cc: Donna Lynch

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

Resolution

Number 18-0172

Adopted Date February 08, 2018

APPROVE AND AUTHORIZE COUNTY TREASURER TO ENTER INTO AGREEMENTS WITH F&E PAYMENTPROS AND FORTE PAYMENT SYSTEMS, INC. RELATIVE TO CREDIT CARD PROCESSING SERVICES


BE IT RESOLVED, to approve and authorize the County Treasurer to enter into an agreements with F&E PaymentPros and Forte Payment Systems, Inc. relative to credit card processing; copy of said agreements attached hereto and made a part hereof.

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

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

Resolution adopted this 8th day of February 2018.

BOARD OF COUNTY COMMISSIONERS



Laura Lander, Deputy Clerk

/tao

cc: C/A—F&E PaymentPros
C/A—Forte Payment Systems, Inc.
Treasurer (file)

Lock in the dollars - Lock out the fraud.



PaymentPros

November 7, 2017

Barney Wright, Treasurer
WARREN COUNTY TREASURER
406 Justice Drive
Lebanon, OH 45036

<i>Quotation #:</i>	171103-MS
<i>Project:</i>	Electronic Payments: Merchant Services
<i>Quotation Expiration:</i>	45 days
<i>Prepared by:</i>	J. Brad Lewis



F&E's Secured Online Payment Solution

Merchant Clearing Services for Credit Card & Electronic Check

The Warren County Treasurer office currently has a couple of merchant processing solutions to accommodate limited use of credit cards and electronic checks. It desires to have a more powerful solution to provide for online and over-the-counter electronic payments under a single platform. F&E's EZ SecurePay platform provides all of this along with the opportunity to support multiple additional county departments as add-ons such as utilities, courts and possibly others.

F&E PaymentPros has developed a powerful, yet simple and user-friendly application to process online payments – EZ SecurePay. This platform is flexible in its ability to be used as simply a clearing service for credit card and electronic check payments on up to a multi-departmental, hosted-data platform. In the hosted-data platform, a number of departments can upload current billing data from a variety of billing applications into a common database, enabling constituents manage multiple accounts across multiple departments within a municipality or county all with a single login.

Given the near-term and long-term goals of the county, the EZ SecurePay platform by F&E PaymentPros is an ideal application.

In the near-term, the county's current in-house built application will hand off to EZ SecurePay a dollar amount and some data referencing the transaction (ie: parcel number). In real-time, the EZ SecurePay platform will reach out to the corresponding processor (credit card or electronic check/ACH) and pass back the approval or denial of the payment. In the case of electronic checks, it is important that we are NOT verifying funds availability – funds availability is handled much in the same way a check is handled – it is presented to the bank for funding. With an electronic check transaction (all of which get processed daily before paper checks do, therefore further increasing the potential for available funding) notification of insufficient funds is typically within two to three banking days.



Breakdown of Costs for Merchant Clearing Services:

Merchant Clearing Services Customized and integrated with Building Department's custom-built, online solution	Price: <i>(using F&E gateway provider)</i>
ONE-TIME - Design, development, implementation, integration with custom county built solution:	\$ 1,475 one time
RECURRING – Monitoring & maintenance, technical support, client portal, counter credit card payment module:	\$ 950 per year
TOTAL FIRST YEAR INVESTMENT:	\$ 2,425
<input type="checkbox"/> Counter credit card swipe units: Quantity: _____ @ \$145/each card swipe unit includes shipping & remote installation	
Transaction Fees:	
✓ Credit Card Transaction fees – “Convenience Fee” model @	\$0.35 + 2.75% per transaction
✓ Electronic Check Transaction fees – “Convenience Fee” @	\$1.50 per transaction
<i>ACH returns for non-existent accounts, non-sufficient funds or for any other reason, will be charged back to the client at a fixed fee of \$2.50/return.</i>	

Payment Terms: Deposit: Upon receipt of P.O./order, invoice generated for 50% of the design/implementation fee, due immediately. Deposit is required before any software application customization commences.

Balance: Invoiced immediately after implementation and training, due net 20 days.

Recurring charges: Billed quarterly in advance.

Transaction fees: Absorbed model billed monthly, for previous month, based on actual volume.

Delivery: 45 – 60 days after receipt of order & all order requirements including business rules. Delivery and installation schedule will be coordinated with client and F&E PaymentPros.

CONFIDENTIALITY STATEMENT

F&E PaymentPros & EZ SecurePay, LLC (hosting partner) will treat all information concerning customer accounts provided by client as confidential and will not share with unauthorized third parties. However, any person or party accessing hosted customer account information via the website customer login shall be considered authorized.

Accepted by: _____

F&E PaymentPros

P.O.: _____ (optional)

Tax ID# 20-0669377

Signature: [Signature] Date: 2/1/18

[Signature] Date: 11/7/17

Title: PROSECUTOR

J. Brad Lewis, President

APPROVED AS TO FORM

[Signature]

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

EZ SecurePay, LLC
ACH CLIENT PROCESSING AGREEMENT

GENERAL TERMS AND CONDITIONS

These General Terms and Conditions (the "General Terms and Conditions") are attached to that certain EZ SecurePay, LLC Client Set-Up Form (the "Client Set-Up Form", a copy of which is attached hereto identified as Exhibit 'A') which, together with all the other Schedules attached, constitute a single EZ SecurePay, LLC Client Processing Agreement (this "Agreement") by and between EZ SecurePay, LLC, an Ohio Corporation ("The Processor") and the Client identified in the Client Set-Up Form ("Client"). Capitalized terms not otherwise defined herein will have the meanings set forth in the National Automated Clearinghouse Association ("NACHA") Operating Rules (the "Rules").

WHEREAS, Processor has developed a communications and database system which, together with its proprietary website, is used to initiate the processing, collection and reporting of automated clearing house ("ACH") and paper payment items and uses the Federal Automated Clearinghouse Network (the "ACH Network") to transfer funds electronically (the "The Processor System");

WHEREAS, The Client's Financial Institution is authorized by the Federal Reserve Bank to act as an Originating Depository Financial Institution (the "ODFI Sponsor Bank"). As such, The Financial Institution may send and receive transactions through the ACH Network for itself and other contracted originators. The name of the ODFI Sponsor Bank of the Financial Institution is specified on the signature page of this Agreement. WHEREAS, Client desires to originate Debit Entries and Credit Entries via The Processor System to and from a depository account (the "Designated Account") maintained by Client at the Banking Institution identified in the Client Set-Up Form included within this Agreement and at other banks and financial institutions by means of the ACH Network; and

WHEREAS, the purpose of this Agreement is to state the terms and conditions under which Processor shall make the Processor System available to Client.

Accordingly, in consideration of the premises and promises contained herein, Client and Processor agree as follows:

1. **APPOINTMENT OF THE PROCESSOR.** Subject to the terms and conditions of this Agreement, Client hereby hires Processor and Processor or its contractor shall perform the Processors' Services indicated in the Client Set-Up Form for Client. Processor shall obtain from Client all of Processor's requirements for the services described on the Client Set-up Form.

2. **FEES & PAYMENTS**

A. **Fees and Taxes.** Client shall pay Processor's fees for set-up, services, forms, or equipment in accordance with the rates set forth on the Client Set-Up Form and the Schedules attached hereto and signed by Client and Processor. The quantity and dollar volume of transactions upon which fees and charges are calculated shall be based upon the Client's transactions recorded by Processor's computer system. Such fees will be calculated in arrears and debited from the Designated Account in such frequency as set forth in the Client Set-Up Form. Client shall also pay all taxes and other charges imposed by any governmental authority on the services provided under this Agreement (other than income, franchise, or similar taxes imposed on Processor or Financial Institution.) Processor may adjust the applicable fees and charges upon thirty (30) days notice to Client at any time during any Renewal Term.

B. **Other Amounts Owed.** Client shall pay all charges incurred by Processor attributable to this agreement, including but not limited to charge backs, fines imposed by National Automated Clearing House Association ("NACHA"), or other third parties directly related the processing of Client's transactions, non-sufficient fund fees, and ACH debits that overdraw the Designated Account or Reserve Account identified below or that are otherwise dishonored.

C. **Authorized Debits.** Client authorizes Processor to debit via ACH transfer the Designated Account or any other account Client maintains at the Banking Institution for any amount Client owes Processor under this Agreement or under any other agreement now existing or later entered into between Client and Processor. If amounts on deposit in the Banking Institution are insufficient to reimburse Processor, in full, Client shall pay Processor such amount upon demand. Client shall execute and deliver to Processor an ACH authorization agreement upon

request by and, in the form requested by Processor. The authority granted by this Section shall survive the termination of this Agreement and shall remain in effect until (i) Processor has received a written notification from Client of its termination of this Agreement in such manner as to afford Processor reasonable opportunity to act upon it and (ii) all obligations of Client to Processor that have arisen under this Agreement have been paid in full.

3. **TERM & TERMINATION**

A. **Term.** This Agreement will become effective as of the date this Agreement is accepted by Processor, shall continue for twelve (12) months thereafter, unless terminated as set forth below, and shall automatically renew for successive Renewal Terms of twelve (12) additional months each unless either Client or Processor notifies the other no later than ninety (90) days prior to the end of a Term that it does not desire to renew.

B. **Termination.** Processor may cease providing access to the Processor System to Client with or without notice if (i) any of the information provided by Client to Processor (including any information in the Client Set-Up form) contains any material misstatement or omission; (ii) Client becomes insolvent or makes an assignment for the benefit of its creditors or any proceeding is commenced by or against Client under any bankruptcy, liquidation or other debtor's protection law or statute; (iii) Client breaches any warranty or covenant under this Agreement; (iv) there is any material adverse change to the Client Data information in the Client Set-Up Form, as determined by Processor in its sole discretion; or (v) Client attempts to assign or transfer this Agreement without having first obtained Processor's written consent in accordance with Section 12.D, below.

C. **Action upon Termination.** Client acknowledges that a consumer or business has the right to request proof of authorization for an ACH transaction for a period of no less than two (2) years following the date of the transaction or for so long as required by the Rules or for a period equal to the statute of limitations for breach of contract claims under applicable state law. Following any termination of the Agreement, Client shall maintain in the Designated Account (or the Reserve Account if deemed necessary by the Processor) an amount reasonably determined by Processor to cover all charge backs, deposit charges, refunds, equipment charges and fees incurred by Client for a period of ninety (90) days. Client authorizes Processor to charge such account, or any other account maintained under this Agreement for such amounts. If the amount in the Designated Account or the Reserve Account is not adequate or the accounts are no longer accessible after the ninety (90) mandatory period, Client agrees to pay Processor the amount it owes under this Agreement upon demand, together with all costs and expenses incurred to collect that amount, including reasonable attorneys' fees. Client's obligations and Processor's rights under this paragraph shall survive the expiration or earlier termination of this Agreement. Within fourteen (14) business days following the date of termination, Client agrees to return all equipment and/or software owned by Processor.

4. **ACCOUNTS; ACCOUNT MONITORING; COLLECTIONS.**

A. **Designated Account.** Client shall establish and maintain an account at a Banking Institution (the "Designated Account"). Client shall maintain sufficient funds in the Designated Account to satisfy all obligations, including but not limited to fees and chargeback's, contemplated by this Agreement and by the agreement with the Financial Institution. Client shall fill in all requested information regarding the Designated Account in the Banking Information section of the Client Set-up Form, and shall also attach a voided check for the account. Client shall notify Processor of any proposed changes in its Designated Account at least ten (10) business days prior to such change being effective and shall forward a voided check from such new account and any other documents Processor requests to Processor prior to changing such account.

EZ SecurePay, LLC
ACH CLIENT PROCESSING AGREEMENT

B. Account Monitoring. Processor shall monitor Client's daily deposit, charge back, and settlement activity. Processor may, upon reasonable grounds, delay the disbursement of transferred funds for such reasonable period required to investigate suspicious or unusual activity, provided that Processor makes commercially reasonable efforts immediately to notify Client of same. Processor shall have no liability for any losses, either direct or indirect, which Client may attribute to any such delay of funds disbursement. Any funds diverted shall be deposited immediately into a non-interest bearing account and not be released until such time such transactions or charge backs have been resolved to Processor's reasonable satisfaction.

C. Returned Item Collections. Client authorizes Processor to debit its customers' checking accounts for the principal amount of returned checks or debit entries and for any collection or service processing fees permitted by applicable law. Client shall, as required, obtain the consent of or notify each customer of the possibility of such debits prior to the Effective Date. Processor shall retain, as its fee for this service, the collection or service processing fee.

D. Reserve Account. If Processor determines in its credit underwriting process that a Reserve Account is necessary, Client shall pledge to Processor a sum equal to the Reserve Percentage of the preceding monthly dollar volume of transactions made under this Agreement or the Reserve Amount (both as set forth in the Client Set-Up Form), for the purpose of securing payment of any sums due to Processor hereunder. Processor shall retain such amount in a segregated bank account at a bank specified by the Financial Institution and the account shall be in Processor's name (the "Reserve Account"). The sum in the Reserve Account shall be adjusted on a monthly basis by debit or credit to the Designated Account. Processor may withdraw and pay to itself from the Reserve Account at any time and to the extent that Processor is unable to obtain payments due to Processor from the Designated Account. Processor may upon written notice to Client adjust the Reserve Percentage, from time to time, to an amount reasonably determined by Processor.

5. PROCESSING PROCEDURES.

A. Authorized Representative. Client shall designate one Authorized Representative with full authority to make decisions on behalf of the Client regarding the Client's use of the Processor System and the Financial Institution. The Client shall provide Processor and the Financial Institution with a written designation of such Authorized Representative on the Effective Date with his or her name, title and contact information for each such Representative, the signature of the Representative, and any specific limitations on each Representative's authority. Processor and the Financial Institution will be entitled to rely on any written notice or other written communication believed by them to be genuine and to have been signed by an Authorized Representative of the Client.

B. Transactions. Client covenants that any and all items that it or its employees submit to the Processor System shall be bona fide and non-fraudulent. Client shall not submit any customer transaction for processing without the required consent of or notice to Client's customer. With respect to each item presented to Processor, Client warrants specifically, but without limitation that: (1) it has good title to the item and is entitled to enforce payment thereof; (2) the signature on such item is authentic; (3) there has been no alteration of the item; (4) there are no defenses to and/or claims against the item; (5) the Client has no knowledge of the insolvency of the item's author; (6) the information on such item and in the ACH Network Entry is accurate; and (7) the item has been restrictively endorsed so that only banks can acquire rights of a holder in due course in the collection process. When Client originates any ACH Network PPD Accounts Receivable Truncated Check Debit Entry(s), such Entry(s) will be originated pursuant to the PPD Agreement and in the event any ACH Network Entry is rejected by the Federal Reserve for any reason whatsoever, Client shall remake such Entry; provided, however, that Processor shall remake such Entry if rejection by the ACH Network Operator was due to mishandling of such Entry by Processor and sufficient data is available to Processor to permit it to remake such Entry in a commercially reasonable manner.

C. Processing. Processor shall anticipate the generation of an ACH file from the Client's activities through the Processor's proprietary online system on each regular business day. Upon generation of the file, Processor shall verify that all transactions conform to specified formats and that transaction totals are accurate. Once the file is suitably validated, Processor shall process the file through the Processing System and provide reporting of the activities through the Client portal. In the event of an error or discrepancy, the file will not be processed, and Processor

shall notify the Authorized Representative of Client. It is understood by all parties that electronic files will be transmitted using industry standard methods.

D. Records. Client shall obtain and retain all records related to the initiation and authorization of customer transactions, including all truncated checks and all digital (click-wrap) or written authorizations for Processor to collect and/or initiate transactions using the Processor System. Client shall obtain consent of or notify (as required) each customer of Client to the use of the Processor System to collect customer items. Digital (or, if applicable, written) copies of such records shall be delivered by Client to Processor within five (5) days of written request by Processor and shall otherwise be retained by Client for the greater of two (2) years following the date of transaction or the period required by NACHA rules and applicable laws. Client's obligations and Processor's rights under this paragraph shall survive the expiration or earlier termination of this Agreement.

E. Security Procedures. Client shall take all reasonable security precautions to prevent unauthorized or fraudulent use of the Processor System by Client, its employees, agents and customers. Processor may, but shall not be required to, assign to Client one or more identification numbers, passwords, certificates and/or security cards. The use and confidentiality of such numbers, passwords, certificates and cards shall be the sole responsibility of Client. Processor may, but shall not be obligated to, establish security guidelines and procedures regarding Client's use of the Processor System. Notwithstanding Processor's establishment of security guidelines and procedures, Client shall assume all responsibility for unauthorized or fraudulent use of the Processor systems or services. Processor shall have no responsibility to discover any possible breach of Client's security. Client shall immediately notify Processor if it discovers any breach of security. Processor shall have the right to audit and inspect Client's operation and web site to verify Client's compliance with such security measures.

F. Telephonic Support. Processor shall maintain a staff and a continental United States toll-free telephone line from which Processor shall use commercially reasonable efforts to answer the questions of Client, its employees and its customers with respect to use of the Processor System.

6. COMPLIANCE. The parties shall comply with all applicable laws, rules and regulations of federal, state and local governmental authorities and governing industry associations (including without limitation, Federal Reserve Regulation E (12 C.F.R. Part 205) and the rules of the NACHA, the Society for Worldwide Interbank Financial Telecommunications, sanctions enforced by the Office of Foreign Assets Control ("OFAC"), and pursuant to the PPD Accounts Receivable Truncated Check Debit Entries Agreement with NACHA (the "PPD Agreement"), as in effect from time to time,) all of which are incorporated herein by reference and made a part of this Agreement as if set forth in full herein. Processor may from time to time establish reasonable rules, regulations and operational guidelines with respect to use of the Processors Services by Client and Client's customers, and Client shall comply with such rules, regulations and guidelines ten (10) days after delivery thereof to Client.

7. WARRANTY, LIMITATIONS & INDEMNIFICATION.

A. Client Warranty. Client represents and warrants to Processor and the Financial Institution that all information in the Client Data section of the Client Set-Up Form is correct and complete. Client shall notify Processor and the Financial Institution in writing of any changes to the Client Data information in the Client Set-Up Form within ten (10) days of such change.

B. Processor Warranty. Processor warrants that the Processing System will process all ACH and paper items submitted by Client in the format required by this Agreement in accordance with the specific warranty set forth in each of the Specific Service Schedules attached hereto from time to time. Further, Processor shall maintain internal computer data integrity safeguards to protect against the accidental or unauthorized deletion or alteration of Client data in the possession of Processor.

PROCESSOR MAKES NO WARRANTY, EXPRESS OR IMPLIED NOT SET FORTH IN THIS WRITING OR ONE OF THE SCHEDULES HERETO.

C. Limitations on Liability. Client acknowledges that data processing involves the risk of human and machine errors, omissions, delays and losses, including inadvertent loss or misstatement of data that may give rise to loss or damage. Accordingly, Client agrees that IN NO EVENT SHALL THE FINANCIAL INSTITUTION OR PROCESSOR BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL

EZ SecurePay, LLC
ACH CLIENT PROCESSING AGREEMENT

DAMAGES ARISING OUT OF OR RESULTING FROM ANY FAILURE TO PROVIDE PROCESSING SERVICES, FOR ANY ERROR IN THE PROVISION OF PROCESSING SERVICES OR FROM OTHER CIRCUMSTANCES ASSOCIATED WITH THE SUBJECT MATTER OF THIS AGREEMENT, INCLUDING WITHOUT LIMITATION LOSS OF PROFIT, LOSS OR INTERRUPTION OF DATA OR COMPUTER TIME, OR ALTERATION OR ERRONEOUS TRANSMISSION OF DATA, EVEN IF THE FINANCIAL INSTITUTION OR PROCESSOR IS ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES. The foregoing limitation of liability and exclusion of certain damages shall apply regardless of the success or effectiveness of other remedies. Notwithstanding anything to the contrary contained herein, Processor or The Financial Institution shall not be responsible for delays in receipt of Client information or processing of Client information because of causes beyond its reasonable control, including, without limitation, failures or limitations on the availability of third party telecommunications or other transmission facilities and Client's failure to properly enter and/or transmit information.

D. Processor Liability Cap. THE PROCESSOR'S SOLE LIABILITY TO THE CLIENT UNDER ANY PROVISION OF THIS AGREEMENT OR ANY RELATED AGREEMENT (WHETHER BASED ON TORT, CONTRACT, OR ANY OTHER THEORY), WILL BE LIMITED TO THE AMOUNT ACTUALLY PAID BY THE CLIENT TO THE PROCESSOR FOR THE PROCESSING SERVICES UP TO THE DATE THE EVENT OCCURRED GIVING RISE TO THE RECOVERY. ALL DAMAGES WILL BE REDUCED BY ANY AMOUNT RECEIVED BY THE CLIENT UNDER ANY INSURANCE POLICY COVERING THE EVENT GIVING RISE TO THE LIABILITY. THE PARTIES ACKNOWLEDGE THAT EACH OF THEM RELIED UPON THE INCLUSION OF THIS LIMITATION IN CONSIDERATION OF ENTERING INTO THIS AGREEMENT.

E. THE FINANCIAL INSTITUTION AND ITS ODFI SPONSOR BANK LIABILITY CAP. THE FINANCIAL INSTITUTION AND ITS ODFI SPONSOR BANK'S SOLE LIABILITY TO THE CLIENT UNDER ANY PROVISION OF THIS AGREEMENT OR ANY RELATED AGREEMENT (WHETHER BASED ON TORT, CONTRACT, OR ANY OTHER THEORY), WILL BE LIMITED TO \$50. THE PARTIES ACKNOWLEDGE THAT EACH OF THEM RELIED UPON THE INCLUSION OF THIS LIMITATION IN CONSIDERATION OF ENTERING INTO THIS AGREEMENT. THE ODFI SPONSOR BANK OF THE FINANCIAL INSTITUTION IS SPECIFIED ON THE SIGNATURE PAGE OF THIS AGREEMENT, AND ALTHOUGH THE ODFI SPONSOR BANK IS NOT A SIGNING PARTY TO THIS AGREEMENT, ALL SIGNING PARTIES ACCEPT AND ACKNOWLEDGE THE LIMITATIONS OF LIABILITY AND INDEMNIFICATION OF THE ODFI SPONSOR BANK SPECIFIED IN THIS AGREEMENT. IF THE SPECIFIED ODFI SPONSOR BANK CHANGES OR THE FINANCIAL INSTITUTION UTILIZES AN ADDITIONAL ODFI SPONSOR BANK DURING THE TERM OF THIS AGREEMENT, THE FINANCIAL INSTITUTION WILL NOTIFY ALL SIGNING PARTIES IN WRITING, AND ALL SIGNING PARTIES ACKNOWLEDGE THAT ALL TERMS AND CONDITIONS OF THIS AGREEMENT WILL APPLY TO THE ORIGINALLY SPECIFIED ODFI SPONSOR BANK AND ANY NEW OR ADDITIONAL ODFI SPONSOR BANKS.

F. LIABILITY. Each party to this Agreement 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 themselves and pay any judgments and costs arising out of such negligent, intentional or wrongful acts or omissions, and nothing in this Agreement shall impute or transfer any such liability from one to the other.

Subject to the foregoing limitation on liability, Processor shall defend and indemnify Client and hold it harmless from and against any and all liability, loss, damages, costs or expenses (including court costs and reasonable attorney's fees) arising out of or resulting from (i) any claim for infringement of patent, copyright, trademark or other intellectual property with respect to the Processing System; and (ii) Processor's breach of this Agreement.

8. PROPRIETARY INFORMATION & NONDISCLOSURE.

A. Of Processor. All systems, programs, operating instructions, documentation and know-how used in or by the Processor System shall be and remain the exclusive proprietary property of Processor. Client shall hold in the highest confidence all information that Client may receive from Processor with respect to the Processor System (the "Processor Information"). Client's obligations apply to all Processor Information, whether oral or written, in drawings or machine readable form, whether or not expressly marked "confidential," except (i) to the extent Processor Information was lawfully in Client's possession prior to its disclosure to Client hereunder; or (ii) it enters the public domain through no fault of Client; or (iii) upon reasonable prior notice to Processor and opportunity to seek protective provisions with respect thereto if Processor Information is required to be disclosed in connection with any kind of judicial, arbitration or similar proceeding provided that Client shall cooperate with Processor in the adoption of reasonable measures to protect the Processor Information from disclosure into the public record. Client acknowledges that it may not

use any of the Processor Information for its own account except in the furtherance of its activities under this Agreement. Notwithstanding the foregoing, Client shall comply with Ohio Public Records Law.

B. Of Client. To permit Client to comply with the Gramm-Leach-Bliley Act, entitled "Disclosure of Financial Information" with regard to third party service providers, Processor provides the following statement: Processor shall treat as confidential and shall not disclose or otherwise make available any nonpublic information related to any customer of Client in any form, other than to employees, consultants and delegates of Processor as may be necessary for Processor to provide the services to Client described herein. Processor shall instruct those employees and consultants and other parties who have access to the customer information to keep all such customer information confidential by using the same care and discretion that Processor uses with respect to its own confidential information and trade secrets. Processor shall comply with all current and future applicable regulatory implementation of the Gramm-Leach-Bliley Act with regard to customer information. Without limiting this section, upon termination of this Agreement for any reason, Processor shall destroy any and all copies of customer information in its possession or, at Client's direction and expense, return all files containing customer information to Client." All customer data collected by Client and transmitted to Processor shall be owned by Client, and may not be used or disclosed by Processor except to perform services pursuant to this Agreement. Processor shall hold in the highest confidence all information that Processor may receive from Client with respect to Client's customers and financial condition. Client hereby grants irrevocable permission to Processor to use any customer's authorizations or its Processor System usage history in connection with services provided by Processor to Client with respect to such customer.

9. GENERAL PROVISIONS.

A. Good Faith. Each party agrees to perform its obligations as set forth in this Agreement in good faith. All objections and complaints arising hereunder will be made in good faith, and the parties agree to work together to resolve all issue and disputes within the framework and according to the terms of this Agreement.

B. Entire Agreement; Conflict; Waiver. (i) This writing (including all Exhibits and Schedules hereto) constitutes the entire agreement between Client and Processor with respect to the subject matter hereof, and supersedes any prior agreement, oral or written, between Client and Processor. (ii) In the event of a conflict between these terms and those of any Schedule, the terms of the Schedule control. (iii) The failure of Processor to enforce any terms or conditions of this agreement is not a waiver of such or any other terms or conditions herein contained.

C. Governing Law. This agreement shall, in all respects, be governed by the Laws of the State of Ohio applicable to agreements executed and wholly performed within the State of Ohio.

D. Time. Time is of the essence with respect to this Agreement.

E. Assignment. Processor may assign or transfer this Agreement and may delegate the performance of its duties hereunder, but in all events shall remain solely liable to Client for the performance of its obligations hereunder. Client may not assign or transfer this Agreement without the prior written consent of Processor. For purposes of this section, an assignment or transfer shall not include the merger of any party with or into any other corporation or entity, the sale by either party of substantially all of its assets, a transfer of the controlling interest in the capital stock or a change in control of a party provided that Client notifies Processor within ninety (90) days prior to any such transaction. Any permitted assignee shall acquire all of the rights and shall assume all of the obligations of the assigning party under this Agreement. Any attempted assignment, transfer, or delegation in violation of this Section shall be null and void. Except as otherwise expressly provided herein, the provisions hereof shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto.

F. Severability. If any provision of this Agreement be held by a court of competent jurisdiction or arbitration authority to be unenforceable, the remaining provisions of this Agreement will not be affected or impaired thereby.

G. Force Majeure. No party will be in default for failing to perform under this Agreement, other than a failure to make payment when due or to comply with restrictions upon the use of the Processor System, if such failure arises out of any act, event, or circumstance beyond the reasonable control of such party, whether or not predicted or foreseeable. The party so affected will resume performance as soon as reasonably possible.

**EZ SecurePay, LLC
ACH CLIENT PROCESSING AGREEMENT**

H. Status of the Parties. Nothing herein shall be construed to create a partnership, joint venture, franchise, employer-employee relationship by or between Client and Processor, or between Processor, the Financial Institution, and any third party to whom Processor may delegate the performance of its duties hereunder. No party shall have the authority to commit or bind any other party without such party's prior written consent.

I. Notices. Except as expressly provided herein, all notices and other communications required or permitted hereunder shall be given in writing and shall be delivered personally or sent by electronic transmission or by nationally recognized overnight courier, and shall be deemed to have been delivered upon receipted delivery to the respective addresses set forth in the Client Set-Up Form. Any party may change its address for notice by providing notice to all other parties as provided herein.

J. Headings and Captions. The headings and captions of this Agreement are inserted only as a matter of convenience and in no way limit the scope or affect the meaning of any section.

K. Employees. During the term of this Agreement and for a period of one year following the term of this Agreement, no party will hire or solicit any employee of any other party to leave employment without the express written consent of such other party.

L. Authority and Acceptance. Each party to this Agreement hereby represents and warrants to the other that it has the full right, power and authority to enter into and perform this Agreement in accordance with all terms, conditions and covenants herein. This Agreement shall become the binding obligation of Processor and Financial Institution only if the Client Set-Up Form is executed by an authorized representative of the Processor and Financial Institution. Processor's and Financial Institution's execution of the Client Set-Up Form and acceptance of Client as a user of the Processor System shall be in Processor's and Financial Institution's sole discretion and shall depend in part upon Processor's and Financial Institution's

review and verification of any information provided by Client in its application to use the Processor System.

M. Further Assurances. Subject to the terms and conditions expressly set forth herein, the parties hereto shall use their best efforts to do and perform or cause to be done and performed all further acts and shall execute and deliver all other agreements, certificates, instruments or documents as any other party may reasonably request in order to promote the intent and purpose of this Agreement and the consummation of the transactions contemplated hereby. No party shall voluntarily undertake any course of action inconsistent with the performance or satisfaction of the requirements applicable to it set forth in this Agreement, and each party shall promptly do all such acts and take all such measures as may be appropriate to enable it to perform as early as practicable the obligations herein required to be performed by it.







N. Credit Information; Audit. As a condition to Processor's obligations to make the Processor System available to Client hereunder, Client and each guarantor of Client's obligations hereunder hereby agree to provide Processor and Financial Institution, and hereby authorize Processor and Financial Institution to obtain, all information regarding Client's and such guarantor's creditworthiness and financial condition as Processor may from time to time reasonably require. Processor and Financial Institution may audit Client and Client's records regarding transactions using the Processor System to determine whether Client is complying with applicable laws, rules and procedures.

O. Pronouns. All pronouns used in this Agreement shall be deemed to include masculine, feminine and neuter forms, and the plural as well as singular forms, as the context requires.

P. Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed an original, and which when taken together will constitute one complete instrument.

Authorizations and Agreements

THE UNDERSIGNED AGREE TO THE TERMS OF THIS PROCESSING AGREEMENT, CLIENT SET-UP FORM AND THE CLIENT PROCESSING AGREEMENT GENERAL TERMS AND CONDITIONS, WHICH COLLECTIVELY SHALL CONSTITUTE A SINGLE CLIENT PROCESSING AGREEMENT.

<p>X  Authorized Signer</p>	<p> Print Name & Title</p>	<p> Date</p>
<p>X  EZ SecurePay, LLC</p>	<p> Print Name & Title</p>	<p> Date</p>

APPROVED AS TO FORM



Adam M. Nice
Asst. Prosecuting Attorney

EZ SecurePay, LLC
ACH CLIENT PROCESSING AGREEMENT

EZ SecurePay, LLC Client Setup Form EXHIBIT A		<i>eCheck - Internet Check</i>
--	--	--------------------------------

Processor Use Only Client ID #:	Date:
--	-------

EPI Sales Organization: EZ SecurePay, LLC

BUSINESS NAME	
Legal Name: WARREN COUNTY TREASURER	
Legal Address: 406 JUSTICE DRIVE	
City/ST/Zip: LEBANON, OH 45030	
Phone #: 513.695.1300	Fax #: 513.695.2921
Email Address: treasurer@ezp.com, warren.oh.us	

CLIENT PROFILE					
Type of Ownership:	<input type="checkbox"/> Corporation	<input type="checkbox"/> Partnership	<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Not for Profit	<input checked="" type="checkbox"/> Municipality/Government
Federal Employer ID #: 31-6000058	State Tax ID #: 57-1599243	# of Locations: 1			
Goods or Services Sold: TAXES	Contact Name: LINDA SCHULOR	Hours of Operation: 7:30 - 4:30			

AUTHORIZED SIGNERS	
Name: BARNEY WRIGHT	Title: TREASURER
Address: 406 JUSTICE DRIVE, LEBANON, OH 45030	Phone #: 513.695.1300
Name: DAVE SWIGERT	Title: CHIEF DEPUTY TREASURER
Address: 406 JUSTICE DRIVE, LEBANON, OH 45030	Phone #: 513.695.1300

BANKING INFORMATION	
Depository Bank Name: LCNB NATIONAL BANK	Phone #: 513.932.1414
ABA/Transit Routing #: 042205708	Depository Acct #: 6508629
Returned Item Charge-back Acct #: 0508629	


TRANSACTION VOLUME INFORMATION		
How many checks do you accept: _____ DAILY <u>100</u> WEEKLY _____ MONTHLY		
Specify the days and hours of operation: 7:30 - 4:30 WEEKDAYS	If you have "peak days" OR payment cycles, specify: FEB & JULY	
Average Check Amount: 2,000	Check Dollar Amount Range \$ 10 to \$32,000	% of Monthly Transactions Returned: _____

ONE TIME SETUP FEES		ANNUAL FEES		TRANSACTION FEES	
<input checked="" type="checkbox"/> Online Set-Up Fee	\$ 1,475.00	Annual Service Fee	\$ 950.00	Per Transaction CONVENIENCE Fee	\$ 1.50
16 Character Company Name that will appear on the Consumer's Bank Statement for ACH Transactions: Warren Cty Treas			NSF / UCF Return Item Fee	\$ 2.50	

I understand and agree that our standard transaction fee as stated above will be charged on all electronically verified transactions (whether approved or declined) and all items submitted as credit or debit entries to the Automated Clearing House (ACH) Network including conversions, charge backs, off-set credits, re-submissions, etc.

DEBIT / CREDIT AUTHORIZATION: Client authorizes EZ SecurePay, LLC (The Processor), its processor and The Financial Institution to present Automated Clearing House credits, Automated Clearing House debits, wire transfers, or depository transfer checks to and from the account specified in this Client Set-Up Form and to and from any other account for which the Processor is authorized to perform such functions under the Client Processing Agreement (the "Agreement"), for the purpose set forth in the Agreement. This authorization extends to such entries in said account concerning lease, rental, or purchase agreements for POS terminals and/or accompanying equipment and/or check fees and amounts due for supplies and materials.

I am authorized to certify that all of the above information is accurate and complete and subject to a credit review. I understand that this agreement shall not take effect until the Processor has approved the Client. I acknowledge that I have read and agree to all the terms and conditions of both this Client Setup Application and the attached Client Processing Agreement.


Barney Wright, TREASURER
2/1/18
 Authorized Client Signature Print Name & Title Date

Processor Use Only Accepted EZ SecurePay, LLC:	Date:
---	-------



PAYMENT PROCESSING AGREEMENT

This Payment Processing Agreement ("Agreement"), including all applicable appendices and addendums hereto, is entered into as of APRIL 15, 2018 (the "Effective Date") by and between Forte Payment Systems, Inc. ("FORTE" or "Party") a California corporation and WARREN COUNTY, OH ("AGENCY" or "Party").

FORTE and its affiliates provide payment processing and related services including but not limited to Automated Clearing House ("ACH"), Credit and Debit Card processing, account verification and customer identification (collectively and individually, as applicable, the "Services") to AGENCY who provides services to, or otherwise has a business relationship with, individuals and other entities ("Constituents").

1. GENERAL

The Agreement shall consist of these terms and conditions, each of the Appendices attached hereto if applicable, and all modifications and amendments thereto. Under the terms of the Agreement, AGENCY will be furnished with the products and services described in the Agreement and attached Appendices, which are selected by Agency and approved by FORTE. For any terms herein that are specifically applicable to any particular product or service offered by FORTE, only the terms and conditions that apply to the specific Service(s) requested by Agency at any given time shall apply.

2. USAGE

2.1 Subject to the terms and conditions of this Agreement, FORTE hereby grants to AGENCY a non-exclusive and non-transferable license to access and use FORTE's products and services contracted for and AGENCY hereby accepts such license and agrees to utilize and access the Services in accordance with the practices and procedures established by FORTE. AGENCY may use the Services (a) for its own internal business purposes and operations, and/or (b) as a service provided to its Constituents, unless otherwise notified by FORTE. No license or right to use, reproduce, translate, rearrange, modify, enhance, display, sell, lease, sublicense or otherwise distribute, transfer or dispose of any of FORTE's Proprietary Property, as defined in Section 3 below, in whole or in part, is granted except as expressly provided by this Agreement. Neither AGENCY nor any of its affiliates shall reverse engineer, decompile or disassemble the Proprietary Property. Additionally, nothing in this Agreement shall be construed to provide AGENCY with a license of any third-party proprietary information or property.

2.2 AGENCY shall ensure that its Users comply with all applicable requirements of this Agreement. AGENCY is responsible for protecting the confidentiality of any and all passwords and credentials provided to AGENCY by FORTE for the purpose of utilizing the Services or other forms of access to AGENCY's accounts with FORTE. AGENCY is responsible for the security of its systems, locations and equipment used in processing transactions under this Agreement and for developing security procedures and training its employees on the procedures. AGENCY expressly assumes responsibility for the acts or omissions of all Users on its account(s) with FORTE, and for User access to FORTE's systems either directly or through software.

3. OWNERSHIP

All computer programs, trademarks, service marks, patents, copyrights, trade secrets, know-how, and other proprietary rights in or related to FORTE's products and services (the "Proprietary Property"), are and will remain the sole and exclusive property of FORTE, whether or not specifically recognized or perfected under applicable law. FORTE shall own all rights, title and interest, including all intellectual property rights, in and to any improvements to the existing FORTE products or services and/or any new programs, upgrades, modifications or enhancements developed by FORTE in connection with rendering any services to AGENCY (or any of its affiliates), even when refinements and improvements result from AGENCY's request. To the extent, if any, that ownership in such refinements and improvements does not automatically vest in FORTE by virtue of this Agreement or otherwise, AGENCY hereby expressly transfers and assigns (and, if applicable, shall cause its affiliates to transfer and assign) to FORTE all rights, title, and interest which AGENCY or any of its affiliates

may have in and to such refinements and improvements. All reference to any of FORTE's service marks, trademarks, patents or copyrights, or those of FORTE's partners or vendors, shall be made in compliance with the requirements, including periodic updates thereto, as provided at <http://www.forte.net/trademark>.

4. CONFIDENTIALITY

The Parties acknowledge that, by virtue of this Agreement, each has been and will continue to be entrusted with certain Confidential Information (as defined in Appendix A) pertaining to the other's business, including but not limited to proprietary information developed by, acquired by, or licensed to each Party. Each Party agrees that, except to the extent and in the manner necessary to perform its duties hereunder, it will not disclose to others or use for its own benefit any Confidential Information of the other Party and it will hold all Proprietary Property as defined herein confidential in perpetuity.

Additionally, in the course of providing and receiving the Services, each Party acknowledges that it may receive or have access to information which can be used to identify an individual consumer (including, without limitation, names, signatures, addresses, telephone numbers, e-mail addresses, payment history, and other unique identifiers) ("Personal Information"). As such, each Party shall: (i) keep all Personal Information in strict confidence, with the degree of care necessary to avoid unauthorized access, use or disclosure; (ii) use Personal Information solely and exclusively for the purposes provided in this Agreement; (iii) implement administrative, physical and technical safeguards to protect Personal Information that are at least as rigorous as accepted industry practices; (iv) as applicable, have in place a program that complies with applicable legal requirements regarding Personal Information.

Except with respect to Personal Information, this section will not apply to Confidential Information that (i) was already available to the public at the time of disclosure, (ii) becomes generally known to the public after disclosure to the other party, through no fault of the other party, (iii) is disclosed under force of law, governmental regulation or court order, (iv) is required to be disclosed by a banking partner, an Acquirer or an applicable Payment Association. Notwithstanding the foregoing, Agency / Warren County shall comply with Ohio Public Records Law.

5. TERM AND TERMINATION

5.1 Term. This Agreement shall have an initial term of one (1) year. After that time either party may terminate this Agreement with 90 days prior written notice.

5.2 Exclusivity. During the term of this Agreement, AGENCY shall use FORTE as its exclusive provider of all Services.

5.3 Termination. In the event of a material breach of this Agreement by one Party and failure to cure within thirty (30) days of receipt of written notice of the breach, the other Party may terminate immediately by providing written notice of termination. Additionally, FORTE may immediately terminate this Agreement without prior notice in the event that (i) there is a material adverse change to AGENCY or its financial condition; or (ii) AGENCY experiences excessive chargebacks; or (iii) AGENCY experiences an actual or suspected data security breach; or (iv) AGENCY violates any applicable Law, Rule or Regulation; or (v) if FORTE is instructed to terminate by Financial Institution, Acquirer or Payment Association.

6. TRANSACTION PROCESSING

6.1 **Accepting Transactions.** FORTE shall process Credit Card, Debit Card and ACH Transactions on the AGENCY's behalf on a 24-hour basis. Transactions which are received before the daily designated cut-off time will be originated for settlement through the corresponding Payment Network. Transactions which are received after the designated cut-off time will be included in the next business day's settlement processing.

6.1.1 **Sale Transactions.** If a Transaction is sent to FORTE as a sale of goods or services, it will automatically be captured for settlement in time for the next designated cut-off time.

6.1.2 **Auth/Capture Transactions.** If a Transaction is sent to FORTE for authorization only or for delayed processing, then it will be the responsibility of AGENCY to submit a corresponding "capture" Transaction within 48 hours of the authorization in order to complete the Transaction

process for settlement. Transactions which are not captured within 48 hours of Authorization are untimely and may be rejected by FORTE.

6.2 **Transaction Format.** FORTE is responsible only for processing Transactions which are received and approved by FORTE in the proper format, as established by FORTE.

6.2.1 **Card Not Present Transactions.** For card-based transactions in which the card is not present, AGENCY must obtain and include as part of the authorization request the 3 or 4 digit Validation Code and cardholder's billing address information.

6.3 **AGENCY Account.** In order to provide transaction processing services, FORTE may need to establish one or more service accounts on AGENCY's behalf or require AGENCY to establish a service account with a third party provider sub-contracting with FORTE.

6.4 **Limited-Acceptance Agency.** If appropriately indicated on AGENCY's application attached hereto, AGENCY may be a Limited-Acceptance Agency, which means that AGENCY has elected to accept only certain Visa and MasterCard card types (i.e., consumer credit, consumer debit, and commercial cards) and must display appropriate signage to indicate the same. FORTE and its associated credit card acquirer have no obligation other than those expressly provided under the Payment Association Operating Regulations and applicable law as they may relate to limited acceptance. AGENCY, and not FORTE or Acquirer, will be solely responsible for the implementation of its decision for limited acceptance, including but not limited to policing the card type(s) accepted at the point of sale.

6.5 **Bona Fide Sales.** AGENCY shall only complete sales transactions produced as the direct result of bona fide sales made by AGENCY to cardholders, and is expressly prohibited from processing, factoring, laundering, offering, and/or presenting sales transactions which are produced as a result of sales made by any person or entity other than AGENCY, or for purposes related to financing terrorist activities.

6.6 **Setting Limits on Transaction Amount.** AGENCY may set a minimum transaction amount to accept a card that provides access to a credit account, under the following conditions: i) the minimum transaction amount does not differentiate between card issuers; ii) the minimum transaction amount does not differentiate between MasterCard, Visa, or any other acceptance brand; and iii) the minimum transaction amount does not exceed ten dollars (or any higher amount established by the Federal Reserve). AGENCY may set a maximum transaction amount to accept a card that provides access to a credit account, under the following conditions: AGENCY is a i) department, agency or instrumentality of the U.S. government; ii) corporation owned or controlled by the U.S. government; or iii) agency whose primary business is reflected by one of the following MCCs: 8220, 8244, 8249 –Schools, Trade or Vocational; and the maximum transaction amount does not differentiate between MasterCard, Visa, or any other acceptance brand.

6.7 **Modifying Transactions.** AGENCY shall regularly and promptly review all Transactions and shall immediately notify FORTE upon discovery of any and all discrepancies between the records of AGENCY compared with those provided by FORTE or AGENCY's bank, or with respect to any Transaction that AGENCY believes was made erroneously or without proper authorization. At AGENCY's request, FORTE will make commercially reasonable efforts to reverse, modify, void or delete a Transaction after it has been submitted for settlement. All requests must be made in writing (electronic mail will be deemed as "in writing" for these purposes), signed or sent by an individual pre-authorized by AGENCY to make such requests, and delivered to FORTE. AGENCY agrees that FORTE will not be held responsible for any losses, directly or indirectly, incurred by AGENCY or other third parties as a result of FORTE's failure to accomplish the request before the Transaction has been processed through the applicable Payment Network.

6.8 **Delay or Rejection of Transactions.** FORTE may delay or reject any Transaction without prior notification to AGENCY which is improperly formatted, is untimely, is missing information, which may cause it to downgrade or if FORTE has reason to believe such Transaction is fraudulent or improperly authorized or for any reason permitted or required under the Rules or Regulations. FORTE shall have no liability to AGENCY by reason of the rejection of any such Transaction.

6.9 **Returned Items.** FORTE shall make available to AGENCY details related to the receipt of any Transaction that is returned unpaid or Transaction which is charged back and shall credit or charge such returned item to AGENCY's Settlement Account.

6.10 **Chargebacks.** AGENCY acknowledges and agrees that it is bound by the Rules and Regulations of the

Payment Associations with respect to any Chargeback. AGENCY understands that obtaining an authorization for any sale shall not constitute a guarantee of payment, and such sales can be returned or charged back to AGENCY like any other item hereunder. In the event a Transaction is charged back, for any reason, the amount of such Transaction will be deducted from AGENCY's designated Settlement Account or any payment due to AGENCY.

6.11 Excessive Chargebacks. Using limits established by Associations as a standard for review, FORTE reserves the right to suspend and/or terminate AGENCY's access to the Services should AGENCY's chargeback ratio exceed allowable limits in any given period. FORTE will make reasonable efforts to provide AGENCY with notice and a time to cure its excessive chargebacks prior to suspending or terminating AGENCY's access to the Services. AGENCY acknowledges and expressly authorizes FORTE, in compliance with Payment Association Rules and Regulations, to provide to the Payment Associations and applicable regulatory bodies, AGENCY's name and contact information as well as transaction details should AGENCY's chargeback ratio exceed the allowable limits in any given period.

6.12 Resubmitting Transactions. AGENCY shall not re-submit any Transaction unless it is returned as (i) Insufficient funds (R01); or (ii) Uncollected funds (R09); or unless a new authorization is obtained from Constituent.

6.13 Settlement. Settlement of AGENCY's funds for Transactions, less any Chargebacks or Returns, to AGENCY's designated Settlement Account will occur within 72 hours of origination excluding weekends and US federal banking holidays. Settlement of Transactions will occur via electronic funds transfer over the ACH Network. Upon receipt of Agency's sales data for card transactions through FORTE's Services, Acquirer will process AGENCY's sales data to facilitate the funds transfer between the various Payment Associations and AGENCY. After Acquirer receives credit for such sales data, Acquirer will fund AGENCY, either directly to the AGENCY-Owned Designated Account or through FORTE to an account designated by FORTE ("FORTE Designated Account"), at Acquirer's sole option, for such card transactions. AGENCY agrees that the deposit of funds to the FORTE Designated Account shall discharge Acquirer of its settlement obligation to AGENCY, and that any dispute regarding the receipt or amount of settlement shall be between FORTE and AGENCY. Acquirer will debit the FORTE Designated Account for funds owed to Acquirer as a result of the Services provided hereunder, unless an Agency-owned account is otherwise designated by AGENCY. Further, if a cardholder disputes a Transaction, if a Transaction is charged back for any reason, or if FORTE or Acquirer reasonably believe a Transaction is unauthorized or otherwise unacceptable, the amount of such Transaction may be charged back and debited from AGENCY if settled to an Agency-owned account or debited from the FORTE Designated Account if settled to that account.

6.14 Provisional and Final Payment. AGENCY, AGENCY's third party senders (if applicable), and/or AGENCY's agent(s) understand and agree that Entries may be transmitted through the ACH Network, that payment of an Entry by the RDFI to the Receiver is provisional until receipt by the RDFI of final settlement for such Entry, and that if such settlement is not received, then the RDFI will be entitled to a refund from the Receiver of the amount credited and AGENCY will not be deemed to have paid the Receiver the amount of the Entry. The rights and obligations of AGENCY concerning the Entry are governed by and construed in accordance with the laws of the state in which the processing ODFI is located, unless AGENCY and FORTE have agreed that the laws of another jurisdiction govern their rights and obligations.

6.15 Reporting. FORTE will make daily origination and deposit reports available to AGENCY on a 24/7 basis through the Internet-based FORTE platform.

7. TRANSACTION AUTHORIZATION

7.1 Constituent Authorization. AGENCY shall obtain authorization from Constituent prior to requesting a Transaction to or from Constituent's account.

7.2 Retention. AGENCY shall retain proof of Constituent's authorization for a period of not less than two (2) years for standard Transactions and for a period of five (5) years for health-related Transactions from the authorization date or revocation of authorization date and shall provide such proof of authorization to FORTE upon request within five (5) business days of the request.

7.3 Revoked Authorization. AGENCY shall cease initiating Transactions to or from a Constituent's account immediately upon receipt of any actual or constructive notice of that Constituent's termination or revocation of

authorization. AGENCY may re-initiate Transactions to or from a Constituent's account only upon receiving new authorization from the Constituent.

8. AGENCY PROHIBITIONS

AGENCY must not i) require a cardholder to complete a postcard or similar device that includes the cardholder's account number, card expiration date, signature, or any other card account data in plain view when mailed, ii) add any tax to Transactions, unless applicable law expressly requires that AGENCY impose a tax (any tax amount, if allowed, must be included in the Transaction amount and not collected separately), iii) request or use an account number for any purpose other than as payment for its goods or services, iv) disburse funds in the form of travelers checks if the sole purpose is to allow the cardholder to make a cash purchase of goods or services from AGENCY, v) disburse funds in the form of cash unless AGENCY is dispensing funds in the form of travelers checks, TravelMoney cards, or foreign currency (in such case, the Transaction amount is limited to the value of the travelers checks, TravelMoney cards, or foreign currency, plus any commission or fee charged by AGENCY), or AGENCY is participating in a cash back service, vi) submit any Transaction receipt for a Transaction that was previously charged back to the Acquirer and subsequently returned to AGENCY, irrespective of cardholder approval, vii) accept a Visa consumer credit card or commercial Visa product issued by a U.S. issuer to collect or refinance an existing debt that has been deemed uncollectable by AGENCY, or ix) submit a Transaction that represents collection of a dishonored check. AGENCY further agrees that, under no circumstance, will AGENCY store cardholder data in violation of the Laws or the operating regulations of any Payment Association including but not limited to the storage of track-2 data. Neither AGENCY nor its agent shall retain or store magnetic-stripe data subsequent to the authorization of a sales Transaction.

9. AUTHORIZATION

9.1 **ACH Authorization.** AGENCY authorizes FORTE to electronically debit and credit AGENCY's designated bank account(s) for any amounts owed to or by AGENCY in accordance with the terms of this Agreement.

9.2 **Third Party Service Provider.** If AGENCY uses the Services through or in conjunction with a third party service provider that is not a party to this Agreement, AGENCY authorizes FORTE to provide F&E Payment Pros ("Partner") with its FORTE merchant account information and credentials. If applicable, AGENCY authorizes Partner to originate Transactions and receive the corresponding results on its behalf.

10. CONSTITUENT DISPUTES

All disputes between AGENCY and its Constituent (s) relating to any Transaction processed under this Agreement will be settled by and between AGENCY and Constituent. AGENCY agrees that FORTE bears no responsibility or involvement in any such dispute.

11. COMPLIANCE WITH LAWS, RULES AND REGULATIONS

In performing its duties under this Agreement, each Party agrees to comply with all applicable Rules, Regulations and Laws, including but not limited to all confidentiality and security requirements of the USA Patriot Act (or similar law, rule or regulation), all Rules of any applicable Payment Associations, all requirements under the Payment Card Industry Data Security Standard (or similar applicable data security law, rule or regulation) including but not limited to the VISA Cardholder Information Security Program, the MasterCard Site Data Protection Program, and any other program or requirement that may be published and/or mandated by the Associations. Each Party agrees to cooperate and provide information reasonably requested by the other to facilitate its compliance with any applicable Law, Rule or Regulation. Additionally, should a Payment Association or regulatory body impose a fee or fine on AGENCY for any violation of the Rules or Laws by AGENCY, such fee or fine may be charged to FORTE as a pass-through to AGENCY. If any such fee or fine is charged to FORTE, AGENCY shall reimburse FORTE for any such fees or fines.

///

12. PRICING AND PAYMENT

12.1 FORTE will provide the Services in accordance with the Pricing Fee Schedule(s) attached hereto or any amendments thereto. Pricing schedules which utilize an Absorbed Fee Model will be billed to the AGENCY monthly in arrears and will automatically be debited from AGENCY's designated account via ACH Debit. Pricing schedules which utilize a Service Fee Model will result in a processing fee being charged to the Constituent in the form of a non-refundable service fee which is either (i) added to; or (ii) charged as a separate transaction to the Constituent at the time of payment.

12.2 Pricing schedules which utilize a flat service fee model are calculated based on historical or estimated transactional amount activity by AGENCY. In the event that experiential transaction activity varies significantly from the historical or estimated amounts, FORTE shall have the right to adjust the service fee in accordance to the experiential transaction activity.

12.3 FORTE's pricing is subject to the underlying fees established by the Payment Associations and its service providers. As such, in the event FORTE experiences an increase in cost for any processing services utilized by AGENCY during any term of this Agreement, FORTE will pass through the increases with no additional markup to AGENCY. FORTE will provide AGENCY a minimum of thirty (30) days' notice of any change or adjustment in fees.

13. LIMITS OF LIABILITY

13.1 Neither Party shall be liable to the other Party or to any third party for any special, consequential, incidental or punitive damages of any kind or nature incurred in relation to this Agreement. The amount of damages recoverable by either Party from the other will not exceed that Party's actual, direct damages and will be limited to the amount of the average monthly fees and charges paid by AGENCY for the Service for the immediate three (3) month period prior to the event giving rise to the applicable claim. Neither Party will be liable for failure to perform any of its obligations under this Agreement if such performance would result in it being in breach of any Law, Rule or requirement of any governmental authority. The provisions of this section will survive the termination of this Agreement.

13.2 FORTE shall not be held responsible for errors, acts or failures to act of others, including, and among other entities, banks, other processors, communications carriers or clearing houses through which Transactions may be originated or through which FORTE may receive or transmit information, and no such entity shall be deemed an agent of FORTE.

14. REPRESENTATIONS AND WARRANTIES.

14.1 **FORTE's Representations and Warranties.** FORTE makes no representations or warranties concerning its services except as may be specifically authorized, in writing, or set out herein.

14.1.1 FORTE hereby warrants that its software solutions and services will perform in accordance with their published specifications in all material respects.

14.1.2 FORTE further warrants that in performing its obligations hereunder, it shall exercise due care and reasonable efforts to ensure that information originated by AGENCY is transmitted accurately.

14.2 **AGENCY's Representations and Warranties.** AGENCY represents and warrants to FORTE that:

14.2.1 If applicable, with respect to all Transactions originated by FORTE on behalf of AGENCY that (i) each Transaction in all respects has been properly authorized by Receiver; (ii) each Transaction is for an amount agreed to by the Receiver and; (iii) AGENCY shall provide proof of authorization in compliance with applicable Rules for any Transaction to FORTE upon request within five (5) Business Banking Days.

14.2.2 AGENCY agrees to adhere to the warranties within the applicable Rules for each Transaction FORTE processes on AGENCY's behalf.

14.3 **Mutual Representations and Warranties.** Each Party represents and warrants to the other that:

14.3.1 The execution of this Agreement does not violate any applicable international, federal, state, or local law, Payment Network rule or contract to which such Party is subject.

14.3.2 There are no actions, suits or proceedings existing or pending against or affecting it before any judicial or regulatory authority which would have a material adverse effect on its ability to perform its obligations hereunder.

14.3.3 When executed and delivered, this Agreement will constitute a legal, valid, and binding obligation, enforceable in accordance with its terms.

15. FORTE SERVICE POLICY.

FORTE makes no representations or warranties concerning its services except as may be specifically authorized, in writing, or set out herein. AGENCY acknowledges and understands that FORTE does not warrant that the Services will be uninterrupted or error free and that FORTE may occasionally experience delays or outages due to disruptions that are not within FORTE's control. Any such interruption shall not be considered a breach of the Agreement by FORTE. FORTE shall use its best efforts to remedy any such interruption in service as quickly as possible.

16. FORCE MAJEURE

Neither Party shall be liable for, or be considered in breach of or default under the Agreement on account of any delay or failure to perform its obligations hereunder as a result of any causes or conditions that are beyond such Party's reasonable control and that such Party is unable to overcome through the exercise of commercially reasonable diligence. If any force majeure event occurs, the affected Party shall give prompt written notice to the other Party and shall use all commercially reasonable efforts to minimize the impact of the event.

17. ASSIGNMENT

The rights granted under this Agreement shall not be assigned by either Party without the prior written consent of the other Party, which shall not be unreasonably withheld.

18. CHOICE OF LAW

This Agreement shall be governed by and construed in accordance with the internal laws of the State of Ohio. Merchant hereby agrees that claims applicable to American Express may be resolved through arbitration as further described in the American Express Merchant Operating Guide, see Appendix C, Section 4 herein.

19. AMENDMENT

Except as otherwise provided for herein, the terms and conditions of this Agreement shall not be modified or amended except in writing, signed by the parties hereto and specifically referring to this Agreement.

20. PUBLICITY

Neither Party shall use the other Party's name, logo or service marks in conjunction with a press release or advertisement without first obtaining written approval.

21. NOTICE

Any notice required to be given by either Party hereunder, shall be in writing and delivered personally to the other designated Party, or sent by any commercially reasonable means of receipted delivery, addressed, to that Party at the address most recently provided in writing. Either Party may change the address to which notice is to be sent by written notice to the other under any provision of this paragraph.

Notices to FORTE:

Forte Payment Systems, Inc.
500 W. Bethany Drive
Suite #200
Allen, TX 75013
Attn: General Counsel

Notices to AGENCY:

BARNEY WRIGHT, TREASURER
WARREN COUNTY ADMINISTRATION BUILDING
406 JUSTICE DRIVE
LEBANON, OH 45036

22. HEADINGS

The headings contained in this Agreement are for convenience of reference only and shall not affect the meaning of any provision of this Agreement.

23. SEVERABILITY

Should any term, clause or provision herein be found invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other term, clause or provision and such invalid term, clause or provision shall be construed to most closely reflect the original intent of the parties.

24. ENTIRE AGREEMENT; WAIVER; COUNTERPARTS

This Agreement constitute the entire understanding of the Parties, and revoke and supersede all prior agreements between the Parties and are intended as a final expression of their agreement. Either Party's waiver of any breach of any provision of this Agreement shall not be deemed a waiver of any subsequent breach of same or other provision. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.

IN WITNESS WHEREOF, the undersigned, being duly authorized thereto by their respective organizations, have executed this Agreement as of the date set forth below.

FORTE:

By: _____

Name: _____

Title: _____

AGENCY: WINDSOR COUNTY, CTRO

By: [Signature]

Name: BARNEY WRIGHT

Title: TREASURER

APPROVED AS TO FORM

[Signature]

Adam M. Nice

Asst. Prosecuting Attorney

APPENDIX A DEFINITIONS

ACH Network – Automated Clearing House Network is a batch processing, store-and-forward system that accumulates and distributes ACH transactions that are received from ODFI (defined below) and are forwarded to the specified RDFI (defined below) according to the specific schedules established by the participants.

Acquirer – A sponsoring financial institution or payment processor that enters into an agreement which enables merchants or their Agent(s) to submit Transactions to a payment network.

Affiliate – A business entity effectively controlling or controlled by another or associated with others under common ownership or control.

Agent Any director, officer, employee, representative, affiliate, third-party vendor or any other person acting on behalf of the Merchant with the actual, implied or apparent authority of Merchant.

Business Banking Day – Monday through Friday excluding banking holidays.

Chargeback – A Transaction that is rejected by the owner of the account debited or charged because a dispute exists between the Originator of the Transaction (typically a Merchant) and the account owner.

Confidential Information - Confidential Information may include information regarding all of the computer software and technologies, systems, structures, architectures, processes, formulae, compositions, improvements, devices, know-how, inventions, discoveries, concepts, ideas, designs, methods, and information and databases developed, acquired, owned, produced or practiced at any time by a Party or any affiliate thereof, including software programs and documentation licensed by third parties to the disclosing Party, any business or financial information directly or indirectly related to the

disclosing Party's company(s) or investments or its internal administrative, billing and accounting systems, customer and vendor lists and information, employee personnel information and policies and procedures, information regarding the disclosing Party's products and services that is not generally available to the public.

Credit Entry (or "Entry") – An ACH/EFT Transaction that is intended to deposit funds into a Receiver's (defined below) account which has been withdrawn from Merchant's Settlement Account (defined below).

Debit Entry (or "Entry") – An ACH/EFT Transaction that is intended to withdraw funds from a Receiver's account for deposit into Merchant's Settlement Account (defined below).

Laws – All international, national, regional and local regulations or laws which are applicable to the services provided herein.

NACHA – National Automated Clearing House Association responsible for establishing, revising and enforcing the Operating Rules for the US ACH Network.

ODFI – Originating Depository Financial Institution is the financial institution that receives ACH Transactions from Merchant through FORTE and then forwards these Transactions (defined below) to the ACH Network.

Originator – A Merchant who has contracted with FORTE to initiate ACH entries, on their behalf, to the ACH Network.

Payment Association – Any entity governing a payment network, including but not limited to VISA, M/C, Discover, American Express, NACHA, CPA.

PCI-DSS – System security measures established by the various credit card companies, known as the Payment Card Industry Data

Security Standards.

RDFI – Receiving Depository Financial Institution is the financial institution that receives the ACH Transactions from the ODFI through the ACH Network and posts these Transactions to the accounts of Receivers (defined below).

Receiver – An entity or individual consumer that has an established account with a card issuer or financial institution upon which a Transaction is or may be acted upon.

Reserve – A specific amount of money that is held in your Merchant account to be used by FORTE to offset amounts owed to FORTE for Services provided, such as returned items, chargebacks, fees/fines, billing or other Merchant obligations to FORTE that FORTE is unable to collect from Merchant.

Returned Entries – Any Transaction that is not able to be completed successfully and is returned/rejected back to the Originator.

Rules – The operational rules, policies and procedures established by each applicable Payment Association to govern all transactions and parties that participate in the associated

payment network.

Settlement Account – An account established and maintained by Merchant with a financial institution through which the following may occur: (a) deposit of funds for Debit Entries, (b) the extractions of funds for Credit Entries, reserve funds or fee obligations unless otherwise agreed to by the parties.

Settlement Entry – A Debit or Credit Entry to Merchant's Settlement Account which corresponds to the net amount owed Merchant by FORTE at the end of each Business Banking Day.

Transactions – Any transfer of data or information to FORTE in a format pre-approved by FORTE, including but not limited to payment, verification and authentication items.

Users - All individuals who access a FORTE website or utilize any portion of the FORTE Services on behalf of Merchant directly or through software that accesses the FORTE systems through Merchant's systems, by using Merchant's access credentials or any other access reasonably presumed to be on behalf of Merchant.

APPENDIX B
ACCOUNT VERIFICATION AND AUTHENTICATION SERVICES

1. Representation by Agency. Each request for data through the verification and authentication services shall constitute a representation, warranty and certification by Agency that the data (i) shall be used and disclosed only in accordance with the terms of the Agreement, and in accordance with any applicable Rules or Laws; and (ii) shall be used solely for the intended use as stated by Agency on the application and that use is in compliance with the permissible uses under the Fair Credit Reporting Act ("FCRA") as provided in the FCRA Requirements Addendum located at <http://www.forte.net/fair-credit-reporting-act>; (iii) Agency will follow proper procedures for adverse action notification to its Constituents, as provided by the FCRA Requirements Addendum; and (iv) Agency acknowledges it has implemented security measures to prohibit the unauthorized access to the information provided.

2. Use of Services.

2.1 AGENCY SHALL USE THE VERIFICATION SERVICES ONLY IN CONNECTION WITH PAYMENTS PRESENTED TO AGENCY BY ITS CONSTITUENTS IN EXCHANGE FOR GOODS OR SERVICES. AGENCY SHALL NOT RESELL THE VERIFICATION DATA OR SERVICES TO ANY THIRD PARTIES.

2.2 Agency understands and agrees that it cannot decline services to a consumer or customer after receiving an approval result from FORTE on a verification inquiry unless Agency is declining based on other grounds and/or information. Further, if Agency does decline services to a FORTE approved consumer or customer based on alternate information, Agency shall not provide FORTE's contact information as recourse for the consumer to pursue a dispute of the result under FCRA Adverse Action requirements.

2.3 Agency shall provide to FORTE, as part of a verification inquiry, the accurate amount for each transaction Agency wants to verify.

3. Retention of Data. Agency acknowledges and agrees that it shall not retain, store, compile or aggregate the results of verification or authentication inquiries received from FORTE except as required by applicable law or to perform its obligations under this Agreement.

APPENDIX C
ACCOUNT UPDATER SERVICES

1. **Description of Services.** Participating Visa/MasterCard Issuers submit their account changes to the Account Updater Database. On a monthly basis, FORTE will compare all of AGENCY's recurring tokenized transactions against the Account Updater Database. FORTE will then update the tokenized card information on file with updated account information.
2. **Agency Requirements for Account Updater Participation.**
 - a. AGENCY must be properly established and registered in the United States.
 - b. AGENCY must not have been disqualified from participating in the Visa, MasterCard, American Express, or Discover programs.
 - c. AGENCY must be in compliance with all Card Association Operating Regulations.
 - d. AGENCY must submit inquiries only for those accounts with which the merchant has an ongoing customer relationship and customer's authority to submit such payments.
 - e. AGENCY may not request authorization on accounts that have returned "Contact Cardholder" or "Closed."
 - f. AGENCY must not submit inquiries on behalf of any other entity.
 - g. AGENCY assumes all risk associated with the use of the Account Updater Service. FORTE shall have no liability whatsoever to AGENCY for any liability associated with the Account Updater Service, including but not limited to the accuracy or completeness of the information provided via the Account Updater Service.

APPENDIX D
AMERICAN EXPRESS CARD ACCEPTANCE

1. Merchant hereby acknowledges and agrees that for purposes of acceptance of American Express, the American Express Merchant Operating Guide and any amendments thereto (the "Operating Guide") is hereby incorporated by reference into this Agreement and can be found at www.americanexpress.com/merchantopguide.

All capitalized terms found in this section shall have the attributed meaning from the Operating Guide.

2. Merchant hereby authorizes FORTE and/or Acquirer to submit American Express transactions to, and receive settlement from, American Express on behalf of Merchant. Merchant must accept the American Express card as payment for goods and services (other than those goods and services prohibited under the Operating Guide) sold, or (if applicable) for charitable contributions made, at all of its establishments, except as expressly permitted by applicable Law. Merchant is jointly and severally liable for the obligations of Merchant's establishments under the Agreement. For the avoidance of doubt, "cardholder" as used in this Agreement shall include Cardmembers as defined in the Operating Guide.

3. Merchant hereby acknowledges and agrees that (i) FORTE or Acquirer may disclose American Express Transaction Data (which for purposes of this section shall have the same definition as "Transaction Data" in the Operating Guide), Merchant Data (as defined below), and other information about Merchant to American Express, (ii) American Express may use such information to perform its responsibilities in connection with the American Express Program, promote the American Express Network, perform analytics and create reports, and for any other lawful business purpose, including marketing purposes, and (iii) American Express may use the information obtained in this application at the time of setup to screen and/or monitor Merchant in connection with American Express Card (the "Card") marketing and administrative purposes. If Merchant has provided a wireless phone number in connection with this Agreement, Merchant hereby agrees that it may be contacted at that number and the communications sent may include autodialed text messages or automated prerecorded calls. If Merchant has provided a fax number, Merchant hereby agrees that it may be sent fax communications. To opt out of American Express-related marketing communications, Merchant may contact FORTE customer service as described in this Agreement. For purposes of this section, "Merchant Data" means names, postal and email addresses, tax ID numbers, names and social security numbers of the authorized signer of Merchant and similar identifying information about Merchant. For clarification, Merchant Data does not include American Express Transaction Data.

4. Merchant will adhere to the following website information display guidelines in the event Merchant has a website and/or operates an e-commerce business. Merchant's website must display the following:

- An accurate description of the goods/services offered, including the currency type for the Transaction (e.g., U.S. Dollars). Note: Transaction currency must be in U.S. Dollars.
- Merchant's physical address in the U.S.
- An email address or telephone number for customer service disputes.
- Return/refund policy.
- A description of Merchant's delivery policy (e.g., no overnight delivery).
- A description of Merchant's security practices (e.g., information highlighting security practices Merchant uses to secure Transactions on its systems, including Transactions conducted on the Internet).
- A statement of known export restrictions, tariffs, and any other regulations.

- A privacy statement regarding the type of personal information collected and how the information is used. Additionally, Merchant must provide to customers the option to decline being included in marketing campaigns or having their personal information included on lists sold to third parties.

5. Merchant hereby agrees that, in the event that Merchant becomes a High Charge Volume Merchant (as defined below), Merchant will be converted from the American Express Program to a direct American Express Card acceptance relationship with American Express, and upon such conversion, (i) Merchant will be bound by American Express' then-current card acceptance agreement, and (ii) American Express will set pricing and other fees payable by Merchant for American Express Card acceptance. "High Charge Volume Merchant" for purposes of this section means an American Express Program Merchant with either (i) greater than \$1,000,000 in American Express charge volume in a rolling twelve (12) month period or (ii) greater than \$100,000 in American Express charge volume in any three (3) consecutive months. For clarification, if Merchant has multiple establishments, the American Express charge volume from all establishments shall be summed together when determining whether Merchant has exceeded the thresholds above.

6. Except as expressly permitted by applicable Law, Merchant must not: (a) indicate or imply that Merchant prefers, directly or indirectly, any Other Payment Products over the Card, (b) try to dissuade Cardmembers from using the Card, (c) criticize or mischaracterize the Card or any of American Express' services or programs, (d) try to persuade or prompt Cardmembers to use any Other Payment Products or any other method of payment (e.g., payment by check), (e) impose any restrictions, conditions, disadvantages, or fees when the Card is accepted that are not imposed equally on all other payment products, except for electronic funds transfer, cash or check, (f) suggest or require Cardmembers to waive their right to dispute any Transaction, (g) engage in activities that harm American Express' business or the American Express Brand (or both), (h) promote any Other Payment Products (except, if applicable, Merchant's own private label card that it issues for use solely at its Establishments) more actively than Merchant promotes the Card, or (i) convert the currency of the original sale Transaction to another currency when requesting Authorization or submitting Transactions (or both).

7. Merchant may offer discounts or in-kind incentives from its regular prices for payments in cash, ACH funds transfer, check, debit card, or credit/charge card, provided that (to the extent required by applicable Law): (i) Merchant clearly and conspicuously discloses the terms of the discount or in-kind incentive to its customers, (ii) the discount or in-kind incentive is offered to all of Merchant's prospective customers, and (iii) the discount or in-kind incentive does not differentiate on the basis of the Issuer or, except as expressly permitted by applicable state statute, payment card network (e.g., Visa, MasterCard, Discover, JCB, American Express). The offering of discounts or in-kind incentives in compliance with the terms of this paragraph will not constitute a violation of the provisions set forth Section 3.2 of the Operating Guide.

8. Whenever payment methods are communicated to customers, or when customers ask what payments are accepted, Merchant must indicate its acceptance of the Card and display American Express' Marks (including any Card application forms provided to Merchant) as prominently and in the same manner as any Other Payment Products. Merchant must not use American Express' Marks in any way that injures or diminishes the goodwill associated with the American Express Mark, nor in any way (without American Express' prior written consent) indicate that American Express endorses Merchant's goods or services. Merchant shall use the American Express brand and marks in accordance with the requirements set forth in the Operating Guide and shall remove the American Express brand and marks from Merchant's website and wherever else they are displayed upon termination Merchant's acceptance of American Express cards.

9. Any and all Cardmember Information is confidential and the sole property of the Issuer, American

Express or its Affiliates. Except as otherwise specified, Merchant must not disclose Cardmember Information, nor use nor store it, other than to facilitate Transactions in accordance with this Agreement. For more information, refer to the Operating Guide, Section 4.2, "Completing a Transaction at the Point of Sale" and Chapter 8, "Protecting Cardmember Information".

10. Merchant shall not assign to any third party any American Express-related payments due to it under this Agreement, and all indebtedness arising from American Express Charges (as defined below) will be for bona fide sales of goods and services (or both) at its establishments (as defined below) and free of liens, claims, and encumbrances other than ordinary sales taxes; provided, however, that Merchant may sell and assign future American Express transaction receivables to FORTE, its affiliated entities and/or any other cash advance funding source that partners with FORTE or its affiliated entities, without consent of American Express.

11. Merchant hereby agrees that American Express shall have third party beneficiary rights, but not obligations, to enforce this Agreement as against Merchant to the extent applicable to American Express processing. Merchant understands and agrees that it shall have no third party beneficiary rights under any agreement between FORTE and American Express and/or Acquirer. Merchant shall maintain refund policies for purchases on the American Express card that are at least as favorable as its refund policy for purchases on any other payment product. Merchant will disclose any such refund policy to Cardmembers at the time of purchase and in compliance with the Operating Guide and all applicable Laws. Merchant's termination of American Express Card acceptance shall have no direct or indirect effect on Merchant's rights to accept other card brands. To terminate American Express acceptance, Merchant may contact FORTE customer service as described in this Agreement.

12. Without limiting any other rights provided herein, FORTE and/or Acquirer shall have the right to immediately terminate Merchant's acceptance of American Express cards upon request of American Express. Merchant may not bill or collect from any Cardmember for any purchase or payment on the Card unless a chargeback has been exercised, Merchant has fully paid for such charge, and it otherwise has the right to do so. Merchant will comply with all procedural requirements relating to chargebacks, as provided in the Operating Guide, Chapter 11.

Resolution

Number 18-0173

Adopted Date February 08, 2018

APPROVE NON-DISCLOSURE AGREEMENT WITH GLOBAL PAYMENTS INC. ON BEHALF OF WARREN COUNTY WATER AND SEWER AND AUTHORIZE PRESIDENT OF THE BOARD TO SIGN SAID AGREEMENT

WHEREAS, the Warren County Water and Sewer Department uses Global Payments Inc. Payment Systems for credit and debit card processing services for the purpose of processing payments of water and sewer bills and other water related charges; and

WHEREAS, in order to obtain a SSAE-16 Report required by the State Auditor as part of the Water and Sewer Department's annual audit, a Non-Disclosure Agreement is required; and

NOW THEREFORE BE IT RESOLVED:

1. That the Non-Disclosure Agreement with Global Payments Inc. on behalf of Warren County Water and Sewer is hereby approved by this Board.
2. That the President of this Board is hereby directed to sign said Agreement on behalf of this Board.

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

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

Resolution adopted this 8th day of February 2018.

BOARD OF COUNTY COMMISSIONERS


Laura Lander, Deputy Clerk

cc: c/a-Global Payments Inc., 10 Glenlake Parkway NE, North Tower, Atlanta GA 30328
Water/Sewer (file)

NON-DISCLOSURE AGREEMENT
(Audit and SSAE 16 Report)

This Nondisclosure Agreement (the "Non-Disclosure Agreement") is made this 11th day of January, 2018, between Warren County Board of County Commissioners, on behalf of Warren County Water & Sewer a government entity in Warren County, Ohio, with principal offices located at 406 Justice Drive, Lebanon, Ohio 45036 (together with its Affiliates, "Receiving Party"), and Global Payments Direct, Inc., with principal offices located at 10 Glenlake Parkway, North Tower, Atlanta, Georgia 30328 (together with its Affiliates, "Global"). Global and Receiving Party shall be referenced herein each as a "Party" and together as the "Parties."

WHEREAS, the Parties are parties to an agreement pursuant to which Receiving Party seeks access to certain of Global's proprietary and highly confidential information; and

WHEREAS, pursuant to the Merchant Processing Agreement between the parties dated November 07, 2014 (the "Agreement") and this Non-Disclosure Agreement, Global is prepared to disclose to Receiving Party orally and provide Receiving Party with access to certain information which is non-public, confidential or proprietary in nature (irrespective of the form of communication and in whatever form maintained, whether documentary, computerized or otherwise), inclusive of all portions thereof, excerpts therefrom, summaries thereof, and reproductions thereof (cumulatively, the "Confidential Information"); and

WHEREAS, "Confidential Information" shall include all information, whether written or oral, received or accessed by the Receiving Party from Global and is not generally available to the public, or which would reasonably be considered confidential and/or proprietary, or which is marked "Confidential" or "Proprietary" by Global. Confidential Information includes, but is not limited to, (i) information relating to research, development, inventions, policies, procedures, information systems, software code, software applications, network diagrams, information routing, financial or other economic information, vendor information, merchant information, customer information, card data, accounting, engineering, personnel information, statistical information, and (ii) all analyses, compilations, forecasts, audit results, audit workpapers, audit summaries (including without limitation, Global's SSAE 16 SOC 1 report (hereinafter "SSAE 16 Report") and data summaries of any kind. Confidential Information may also include information disclosed to Global by third parties. In the event Confidential Information is the basis of, is incorporated into, or is reflected in other documents, whether separately or jointly generated by the Parties, such other documents shall be deemed Confidential Information subject to the terms of this Non-Disclosure Agreement; and

THEREFORE, in consideration of the mutual promises and obligations set forth herein, the Parties agree as follows:

1. This Non-Disclosure Agreement will confirm the understanding between the Receiving Party and Global concerning Receiving Party's obligations of secrecy, non-disclosure, and confidentiality with respect to Confidential Information.
2. Receiving Party agrees (a) to treat as secret and confidential, maintaining in confidence all Confidential Information disclosed by Global, whether in written or electronic form or disclosed verbally; (b) not to disclose, repeat, excerpt or otherwise reproduce any such Confidential Information to anyone, provided however that in Receiving Party's capacity as a "User Entity," Receiving Party may disclose the SSAE 16 Report to its auditors who are bound to an obligation of confidentiality similar to those set forth herein for purposes of evaluation of the effect of Global Payments' controls on a User Entity's internal control system; and (c) not to use Global's Confidential Information or Receiving Party's access thereto for any other purpose other than is contemplated and expressly authorized in the Agreement between the Parties. For clarity, except as expressly set forth herein, this Non-Disclosure Agreement prohibits the disclosure of Global's Confidential Information to anyone other than the individuals to whom Global provided the Confidential Information and/or access thereto and to only those employees of Receiving Party who have an absolute need to know such Confidential Information in performance of their duties, consistent with the administration of the Parties' Agreement; except as expressly set forth herein, Receiving Party's contractors, advisors, consultants and other service providers are not authorized to and are expressly prohibited from to viewing, accessing or receiving Confidential Information provided hereunder.
3. The confidentiality obligations imposed upon Receiving Party shall not apply to the limited extent that Receiving Party must disclose Confidential Information pursuant to a requirement of a government agency, including a judicial order or subpoena, or a public records request to disclose information received hereunder,

provided that the Receiving Party, to the extent legally permitted, promptly notifies Global of such requirement and cooperates with Global in any effort to limit or avoid such disclosure, however Receiving Party shall have no duty to litigate any matters on behalf of Global. The confidentiality obligations imposed herein shall not apply to Confidential Information that is or becomes generally available to the public other than as a result of a disclosure by the Receiving Party in violation of the terms of this Non-Disclosure Agreement.

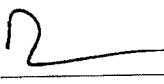
4. All Confidential Information furnished by Global to Receiving Party is considered loaned for use solely in connection with the expressly permitted purpose of such disclosure in the Agreement. All Confidential Information shall remain the sole property of Global, and Receiving Party shall have no right, title or interest in or to the Information. Receiving Party represents, warrants, and covenants that it will not bring, activate or use any form of recording device, whether for audio, video or still image, camera, or other means of capturing, preserving, imaging and/or reproducing Confidential Information, in any form, that is disclosed hereunder by Global, whether disclosed during a site visit to one of Global's facilities or otherwise. Except as expressly permitted by Global in conjunction with the specific disclosure, Receiving Party may not copy, reproduce, excerpt or maintain any Confidential Information disclosed hereunder. To the extent that any such Confidential Information is maintained by Receiving Party, it shall be maintained in a confidential and secure manner consistent with the obligations for Confidential Information set forth in this Non-Disclosure Agreement, and upon request by Global at any time, Receiving Party shall (a) promptly destroy or return to Global all copies of Global's Confidential Information in its possession; and (b) provide a certification stating the same.

5. Although Global has endeavored to provide the Confidential Information known to it which it believes complies with the disclosure requirements of the Parties' Agreement, Global makes no additional representation or warranty, expressed or implied, as to the accuracy or completeness of the Confidential Information, nor shall Global have any liability whatsoever to the Receiving Party relating to or resulting from the use of the Confidential Information or any errors therein or omissions therefrom.

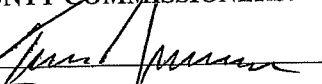
6. This Non-Disclosure Agreement shall be governed by the laws of the State of Ohio, conflicts of laws notwithstanding. In the event any one or more of the provisions of this Non-Disclosure Agreement shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby. The Parties agree that the remedy at law for any breach of any of the covenants and agreements set forth in this Non-Disclosure Agreement may be inadequate and that, in the event of any such breach or threatened breach, in addition to all other remedies which may be available to it at law, Global shall be entitled to equitable relief in the form of preliminary and permanent injunctions without the necessity of proving damages or posting bond. Receiving Party further agrees that the terms of this Non-Disclosure Agreement shall in no way restrict or limit any other remedies Global may have against Receiving Party in the event of a breach hereof.

7. This Non-Disclosure Agreement constitutes the entire agreement between the Parties with respect to the disclosure, use and safeguarding of said Confidential Information and supersedes any prior or contemporaneous oral or written representations with regard to the subject matter herein and shall inure to the benefit of and be binding upon all parent, subsidiary, affiliated, and successor organizations of the Parties. "Affiliate" means any present or future entity that controls, is controlled by, or is under common control with a Party. All modifications of, waivers of and amendments to this Non-Disclosure Agreement or any part hereof must be in writing and signed on behalf of each Party. This Non-Disclosure Agreement shall govern disclosures of Confidential Information both prior to and following the date on which it is signed by Receiving Party and remains in effect until terminated upon written notice by Global. Notwithstanding such termination, however, Receiving Party's obligations with respect to Confidential Information disclosed hereunder shall survive any termination of this Non-Disclosure Agreement. This Non-Disclosure Agreement may be executed in one or more counterparts with the same effect as if both parties hereto had originally signed the same document. All counterparts will be construed together and will constitute one agreement. The persons signing below represent and warrant that they are authorized to execute Non-Disclosure Agreement on behalf of the respective Parties.

GLOBAL PAYMENTS DIRECT, INC.

By:  David L. Green
DSB
Title: Corporate Secretary

**WARREN COUNTY BOARD OF
COUNTY COMMISSIONERS:**

By: 
Title: President

Date: January 11, 2018

Date: 2/8/18

APPROVED AS TO FORM



Adam M. Nice
Asst. Prosecuting Attorney

Resolution

Number 18-0174

Adopted Date February 08, 2018

DECLARE AN EMERGENCY AND WAIVE COMPETITIVE BIDDING FOR THE IMMEDIATE REPLACEMENT OF THE FURNACE AT THE ENGINEERS MAIN OFFICE (CORWIN HOUSE)

WHEREAS, it was brought to the attention of Facilities Management that the furnace was nonfunctioning at 210 W. Main Street otherwise known as Corwin House; and

WHEREAS, this location houses the main office of the Warren County Engineer; and

NOW THEREFORE BE IT RESOLVED, to authorize the immediate replacement of said furnace and approve purchase order #23851 in the amount of \$1,600.00 to The Habegger Corporation for the replacement.

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

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

Resolution adopted this 8th day of February 2018.

BOARD OF COUNTY COMMISSIONERS



Laura Lander, Deputy Clerk

cc: Auditor vg
Facilities Management (file)
OMB

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

Resolution

Number 18-0175

Adopted Date February 08, 2018

DECLARE AN EMERGENCY AND WAIVE COMPETITIVE BIDDING FOR THE IMMEDIATE PURCHASE OF KNOX BOXES

WHEREAS, during a recent fire inspection it was noted that Knox boxes are required for first responders to gain access to facilities as needed; and

WHEREAS, in order to be in compliance with the Fire Code requirements it is necessary to purchase the required Knox boxes; and

NOW THEREFORE BE IT RESOLVED, to authorize the immediate purchase of the required six (6) Knox boxes and approve purchase order #23854 to the Knox Company in the amount of \$1,964.00 for said boxes.

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

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

Resolution adopted this 8th day of February 2018.

BOARD OF COUNTY COMMISSIONERS



Laura Lander, Deputy Clerk

cc: Auditor vy
Facilities Management (file)
OMB

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

Resolution

Number 18-0176

Adopted Date February 08, 2018

ACKNOWLEDGE RECEIPT OF JANUARY 2018 FINANCIAL STATEMENT

BE IT RESOLVED, to acknowledge receipt of the January 2018, County Financial Statement for Funds #101 through #650; as attached hereto and made a part hereof.

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


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

Resolution adopted this 8th day of February 2018.

BOARD OF COUNTY COMMISSIONERS



Laura Lander, Deputy Clerk

cc: Auditor (file) 
E. Hartmann

FUND NAME	PREVIOUS BAL.	RECEIPTS	REC. ADJ.	EXPENDITURES	EXP. ADJ.	ADVANCES IN/OUT	CURRENT BAL.	WARRANTS-DUT	TREASURER'S BAL.
101 GENERAL FUND	30,312,726.82	5,199,675.03	511.23CR	6,110,734.03	30.00CR	.00	29,401,186.59	806,248.00	30,207,434.59
201 SENIOR CITIZENS SERVICE LEVY	8,284,580.66	.00	.00	558,201.00	.00	.00	7,726,379.66	.00	7,726,379.66
202 MOTOR VEHICLE	3,591,244.01	555,476.51	67,320.71	431,067.99	.00	.00	3,782,973.24	13,624.69	3,796,597.93
203 HUMAN SERVICES	1,072,813.92	1,759.00	.00	402,686.59	.00	.00	671,886.33	31,773.86	703,660.19
205 BOARD OF DEVELOPMENTAL DISABIL	46,333,827.98	1,231,920.82	.00	11,194,898.76	.00	.00	36,370,850.04	106,104.86	36,476,954.90
206 DOG AND KENNEL	230,060.58	156,763.25	.00	24,898.30	.00	.00	361,925.53	.00	361,925.53
207 LAN LIBRARY RESOURCES FUND	408,756.59	15,750.21	.00	40,049.56	.00	.00	384,457.24	35,880.28	420,345.52
208 COUNTY AND TRANSIT AUTH MEDICA	158,969.50	482,422.45	.00	.00	.00	.00	641,391.95	.00	641,391.95
215 VETERAN'S MEMORIAL	3,705.67	.00	.00	.00	.00	.00	3,705.67	.00	3,705.67
216 RECORDER TECHNOLOGY FUND 317.3	162,680.05	10,062.75	233.65	490.00	.00	.00	172,486.45	490.00	172,976.45
217 DOC TECHNOLOGY FUND 3501.17	1,570,691.24	.00	.00	.00	.00	.00	1,570,691.24	.00	1,570,691.24
218 COORDINATED CARE	571,058.58	1,755.72	.00	29,882.10	.00	.00	542,932.20	20,586.60	563,518.80
219 WIRELESS 911 GOVERNMENT ASSIST	114,652.70	.00	.00	13,325.32	.00	.00	101,327.38	.00	101,327.38
220 CP INDIGENT DRIVER INTERLOCK &	2,122.24	186.99	.00	.00	.00	.00	2,309.23	.00	2,309.23
221 CC/MC INDIGENT DRIVER INTERLOC	77,007.82	411.64	.00	.00	.00	.00	77,419.46	.00	77,419.46
222 JUV INDIGENT DRIVER INTERLOCK	922.14	133.15	.00	.00	.00	.00	1,055.29	.00	1,055.29
223 PROBATE/JUVENILE SPECIAL PROJIE	276,344.45	1,294.00	.00	259.76	.00	.00	279,378.69	.00	279,378.69
224 COMMON PLEAS SPECIAL PROJECTS	265,789.23	7,856.00	.00	2,500.00	.00	.00	270,945.23	1,500.00	272,445.23
227 PROBATION SUPERVISION ORC 2951	443,059.24	2,675.82	.00	1,325.00	.00	.00	450,409.86	1,325.00	451,734.86
228 MENTAL HEALTH GRANT	57,994.48	.00	.00	529.48	.00	.00	57,465.00	.00	57,465.00
229 MUNICIPAL MOTOR VEHICLE PERMIS	1,028,596.36	38,613.84	.00	96,711.43	.00	.00	1,770,498.77	96,711.43	1,867,210.20
231 LODGING TAX ADDL 12	89,413.99	69,797.19	.00	53,941.17	.00	.00	105,270.01	.00	105,270.01
233 DOMESTIC SHELTER	19,245.00	2,226.00	.00	21,875.00	.00	.00	.00	.00	.00
237 REAL ESTATE ASSESSMENT	6,271,385.00	2,184.75	.00	186,742.69	.00	.00	6,084,827.06	.00	6,084,827.06
238 WORKFORCE INVESTMENT BOARD	113,325.77	14,896.96	.00	6,275.74	.00	.00	122,546.99	400.00	122,946.99
243 JUVENILE GRANTS	310,116.64	15,769.82	.00	5,956.98	.00	.00	320,029.48	93.70	320,123.18
245 CRIME VICTIM GRANT FUND	5,379.75	28,179.67	.00	7,265.05	.00	.00	26,294.37	.00	26,294.37
246 JUVENILE INDIGENT DRIVER ALCOH	15,659.45	82.50	.00	39.00	.00	.00	15,702.95	.00	15,702.95
247 FLOREY DELINQUENT CASE & CUSTO	518,801.49	130,899.43	.00	73,845.40	.00	.00	575,855.52	16,977.98	592,833.50
249 DTAC-DELINQ TAX & ASSESS COLLE	572,175.96	900.00	.00	19,954.40	.00	.00	553,121.56	610.00	553,731.56
250 CERT. OF TITLE ADM. FUND	2,684,142.55	181,899.16	.00	95,313.28	.00	.00	2,770,728.43	2,307.01	2,773,035.44
253 COUNTY COURT PROBATION DEPT	302.39	.00	.00	.00	.00	.00	302.39	.00	302.39
255 MUNICIPAL VICTIM WITNESS FUND	76,056.35	25,000.00	.00	5,434.69	.00	.00	95,621.66	.00	95,621.66
256 WARREN COUNTY SOLID WASTE DIST	1,306,522.18	14,146.08	.00	10,840.40	.00	.00	1,309,827.86	135.14	1,309,963.00
257 DAYD PEACE OFFICER TRAINING	95,504.00	39,088.00	.00	.00	.00	.00	94,592.00	.00	94,592.00
258 WORKFORCE INVESTMENT ACT FUND	52,696.25	23,559.40	.00	45,138.16	.00	.00	71,117.49	6,651.59	77,769.08
259 JTPA	1,675.19	.00	.00	.00	.00	.00	1,675.19	.00	1,675.19
261 PASS THROUGH GRANTS	.00	.00	.00	.00	.00	.00	.00	.00	.00
262 COMMUNITY CORRECTIONS MONITORS	218,686.35	33,757.86	652.00CR	32,805.51	.00	.00	218,986.70	330.00	219,316.70
263 CHILD SUPPORT ENFORCEMENT	492,581.68	114,956.72	.00	272,678.66	.00	.00	334,859.74	2,054.69	336,914.43
264 EMERGENCY MANAGEMENT AGENCY	112,529.05	34,030.00	.00	17,282.22	80.00CR	.00	129,356.83	2,835.00	132,191.83
265 COMMUNITY DEVELOPMENT	434,708.58	82,768.25	.00	89,586.53	.00	.00	428,090.30	.00	428,090.30
266 COMM DEV-ENT ZONE MONITOR FECS	98,063.00	.00	.00	.00	.00	.00	98,063.00	.00	98,063.00
267 LOEB FOUNDATION GRANT	6,443.05	.00	.00	.00	.00	.00	6,443.05	.00	6,443.05
268 INDIGENT GUARDIANSHIP FUND	173,149.96	1,610.00	.00	152.18	.00	.00	174,607.78	.00	174,607.78
269 CC INDIGENT DRIVER ALCOHOL TRE	327,092.06	392.00	.00	.00	.00	.00	327,484.06	.00	327,484.06
270 JUVENILE TREATMENT CENTER	356,809.37	246,342.10	.00	89,985.13	.00	.00	515,166.34	9,889.87	525,056.21
271 DTAC-PROSECUTOR ORC 321.261	300,154.97	.00	.00	21,906.12	.00	.00	278,258.85	.00	278,258.85
272 CP INDIGENT DRIVER ALCOHOL TRE	3,009.83	.00	.00	.00	.00	.00	3,009.83	.00	3,009.83
273 CHILDREN SERVICES	5,204,990.01	456,844.79	.00	799,464.71	.00	.00	4,862,370.09	541,428.65	5,403,848.74
274 COUNTY COURT COMPUTER ORC 1907	47,616.30	488.00	.00	.00	.00	.00	48,104.30	.00	48,104.30
275 COUNTY COURT CLERK COMPUTER OR	65,561.92	1,464.00	.00	.00	.00	.00	67,025.92	.00	67,025.92
276 PROBATE COURT COMPUTER ORC 210	65,638.76	441.00	.00	.00	.00	.00	66,079.76	.00	66,079.76
277 PROBATE COURT CLERK COMPUTER O	298,686.23	1,470.00	.00	6,243.40	.00	.00	293,912.83	.00	293,912.83

RECYCLABLE

PRINTED IN U.S.A.

RECYCLABLE

CURR. NAME	PREVIOUS BAL.	RECEIPTS	REC. ADJ.	EXPENDITURES	EST. ADJ.	ADVANCES IN/OUT	CURRENT BAL.	WARRANTS OUT	TREASURER'S BAL.
278 JUVENILE COURT CLERK COMPUTER	129,844.78	1,450.00	.00	.00	.00	.00	131,294.78	.00	131,294.78
279 JUVENILE COURT COMPUTER -DC-21	24,542.64	438.00	.00	.00	.00	.00	25,080.64	.00	25,080.64
280 COMMON PLEAS COURT COMPUTER OR	35,191.42	1,599.00	.00	426.93	.00	.00	36,363.49	.00	36,363.49
281 DOMESTIC REL COURT COMPUTER OR	10,901.00	399.00	.00	.00	.00	.00	11,300.00	.00	11,300.00
282 CLERK OF COURTS COMPUTER-2303	290,416.79	6,226.00	.00	.00	.00	.00	296,642.79	.00	296,642.79
283 COUNTY COURT SPECIAL PROJECTS	1,165,247.53	29,113.68	.00	12,021.82	.00	.00	1,167,329.39	28.18	1,167,357.57
284 COGNITIVE INTERVENTION PROGRAM	282,271.07	10,635.00	.00	2,062.62	.00	.00	290,843.45	.00	290,843.45
285 CONCEALED HANDGUN LICENSE	652,007.99	12,700.00	.00	5,735.11	.00	.00	658,972.88	168.00	659,140.88
286 SHERIFF-DRUG LAW ENFORCEMENT	52,406.50	350.00	.00	.00	.00	.00	52,406.50	.00	52,406.50
287 SHERIFF-LAW ENFORCEMENT TRUST	101,264.27	.00	.00	.00	.00	.00	101,264.27	.00	101,264.27
288 COMM-BASED CONNECTIONS DONATIO	3,587.47	.00	.00	.00	.00	.00	3,587.47	.00	3,587.47
289 COMMUNITY-BASED CONNECTIONS	1,052,862.18	96,742.25	.00	145,481.53	.00	.00	1,004,122.90	20,580.48	1,024,703.38
290 HAZ MAT EMERG PLAN SPEC FUND	1.20	27,119.00	.00	27,118.36	.00	.00	1.92	.00	1.92
291 SHERIFF-D.A.R.F. PROGRAM	.00	.00	.00	.00	.00	.00	.00	.00	.00
292 TRAFFIC SAFETY PROGRAM-SHERIFF	25,696.12	.00	.00	.00	.00	.00	25,696.12	.00	25,696.12
293 SHERIFF GRANTS	7,737.00	.00	.00	.00	.00	.00	7,737.00	.00	7,737.00
294 SHERIFF DARE LAW ENFORCEMENT C	110,996.35	.00	.00	.00	.00	.00	110,996.35	.00	110,996.35
295 TACTICAL RESPONSE UNIT	4,885.20	.00	.00	.00	.00	.00	4,885.20	.00	4,885.20
296 CORR REHAB-DOWNPAYMENT ASST-CD	40,499.55	69.75	.00	.00	.00	.00	40,509.30	.00	40,509.30
297 ENFORCEMENT & EDUCATION#511 TR	90,766.36	648.00	.00	.00	.00	.00	91,404.36	.00	91,404.36
298 REHAB. INC. FUNDS	82,461.74	.00	.00	.00	.00	.00	82,461.74	.00	82,461.74
299 COUNTY TRANSIT	1,660,028.73	411,094.38	.00	71,144.79	.00	.00	1,999,978.32	61,601.76	2,061,580.08
327 BOND RETIREMENT SPECIAL ASSES	373,459.45	.00	.00	.00	.00	.00	373,459.45	.00	373,459.45
360 STATE UPWC LOAN	.00	.00	.00	.00	.00	.00	.00	.00	.00
360 2013 RADIN SYSTEM BONDS	.00	.00	.00	.00	.00	.00	.00	.00	.00
384 TAX INCREMENT FINANCING - P&G	2,216,049.78	.00	.00	72,191.24	.00	.00	2,216,049.78	.00	2,216,049.78
393 2009 RD BOND GREENS OF BURNEL	2,563,161.69	.00	.00	.00	.00	.00	2,563,161.69	.00	2,563,161.69
401 COUNTY WIDE FINANCIAL SOFTWARE	602,572.64	.00	.00	8,753.15	.00	.00	593,819.49	1,275.00	595,094.49
430 DEFAULTED SUBDIVISION SPEC GSN	399,158.40	.00	.00	.00	.00	.00	399,158.40	.00	399,158.40
435 STROUT RD BRIDGE 207-0.02	45,530.00	.00	.00	.00	.00	.00	45,530.00	.00	45,530.00
437 KING AVE BRIDGE PROJECT	.00	.00	.00	.00	.00	.00	.00	.00	.00
439 VARIOUS WATER ASSESSMENT PROJ	.00	.00	.00	.00	.00	.00	.00	.00	.00
449 VARIOUS SEWER ASSESSMENT PROJ	.00	.00	.00	.00	.00	.00	.00	.00	.00
450 ESTATES OF KEEVER CREEK ROAD P	21,642.80	.00	.00	.00	.00	.00	21,642.80	.00	21,642.80
453 OLD 122 & TWP LINE RD ROUNDABO	44,281.00	.00	.00	138.70	.00	.00	44,142.30	133.70	44,281.00
454 FIELDS-ERTEL ROAD IMPROV PROJ	9,265.01	.00	.00	.00	.00	.00	9,265.01	.00	9,265.01
455 PHASE II ROAD RESURFACING	.00	.00	.00	.00	.00	.00	.00	.00	.00
463 FIELDS-ERTEL AND COLUMBIA ROAD	198,447.57	16,340.39	.00	16,340.39	.00	.00	198,447.57	.00	198,447.57
467 COUNTY CONST PROJECTS	4,243,107.71	.00	.00	94,875.08	.00	.00	4,148,232.63	42,843.99	4,191,076.62
479 AIRPORT CONSTRUCTION	1,229,494.86	.00	.00	.00	.00	.00	1,229,494.86	.00	1,229,494.86
484 P&G TIF ROAD CONSTRUCTION	.00	.00	.00	.00	.00	.00	.00	.00	.00
485 MIAMI VALLEY GAKING TIF	675,437.76	.00	.00	.00	.00	.00	675,437.76	.00	675,437.76
492 COMMUNICATION PROJECTS	4,377,519.03	.00	.00	329,984.22	.00	.00	4,047,534.81	269,458.62	4,316,993.43
493 REDEVELOPMENT TAX EQUIVALENT F	275,631.60	.00	.00	.00	.00	.00	275,631.60	.00	275,631.60
494 COURTS BUILDING	1,676,582.94	.00	.00	38,907.11	.00	.00	1,637,675.83	13,573.85	1,671,249.68
495 JAIL CONSTRUCTION SALES TAX	.00	.00	.00	.00	.00	.00	.00	.00	.00
496 JUVENILE DETENTION ADDITION &	241,552.50	.00	.00	.00	.00	.00	241,552.50	.00	241,552.50
497 JAIL CONSTRUCTION & REHAB	5,002,856.25	.00	.00	2,625.00	.00	.00	5,000,231.25	.00	5,000,231.25
498 COUNTY FAIRGROUNDS CONSTRUCTIO	980,760.21	.00	.00	34,822.68	.00	.00	945,937.53	34,822.68	980,760.21
499 JUVENILE PROBATE COURT EXPANST	3,736,295.64	.00	.00	33,715.54	.00	.00	3,703,080.10	.00	3,703,080.10
510 WATER REVENUE	22,379,190.42	1,245,484.40	8,844.72	339,562.18	.00	.00	23,293,957.36	58,713.34	23,352,670.70
574 LOWER LITTLE MIAMI WASTEWATER	.00	.00	.00	.00	.00	.00	.00	.00	.00
575 SEWER CONST PROJECTS (REVENUE)	820,305.64	.00	.00	.00	.00	.00	820,305.64	.00	820,305.64
580 SEWER REVENUE	26,661,049.31	768,203.94	5,000.00	454,517.10	.00	.00	26,979,736.05	108,560.44	27,088,296.49

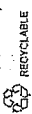
REPORT PAGES CONTINUES

PRINTED IN U.S.A.

RECYCLABLE

FUND NAME	PREVIOUS BAL.	RECEIPTS	REC. ADJ.	EXPENDITURES	EXP. ADJ.	ADVANCES IN/OUT	CURRENT BAL.	WARRANTS OUT	TREASURER'S BAL.
581. SEWER IMPROV-WARREN CO VOCATIO	158,814.62	5,574.68	.00	3,111.77	.00	.00	161,277.53	.00	161,277.53
582. WATER CONST. PROJECTS (REVENUE)	578,794.33	.00	.00	77,562.90	.00	.00	501,231.43	.00	501,231.43
590. STORM WATER TIER 1	277,846.91	.00	.00	18,516.50	.00	.00	259,330.41	1,720.00	261,050.41
619. VEHICLE MAINTENANCE ROTARY	355,088.76	39,715.73	.00	35,479.65	.00	.00	359,324.84	14,748.02	374,072.86
630. SHERIFF'S POLICYAC REVOLV FUND	403,419.22	1,043,467.48	.00	334,140.34	.00	.00	1,112,746.36	.00	1,112,746.36
631. COMMUNICATIONS ROTARY	204,339.10	4,056.07	.00	4,752.72	.00	.00	205,642.45	3,467.37	209,109.82
632. HEALTH INSURANCE	4,515,632.67	837,109.96	.00	939,896.96	.00	.00	4,412,845.67	62,871.09	4,475,716.76
635. WCDD - SELF INSURANCE	.00	.00	.00	.00	.00	.00	.00	730.00	730.00
636. DRIVERS COMP SELF INSURANCE	1,242,554.77	.00	.00	36,532.76	.00	.00	1,206,022.01	1,904.66	1,207,926.67
637. PROPERTY & CASUALTY INSURANCE	1,013,283.30	.00	.00	.00	.00	.00	1,013,283.30	.00	1,013,283.30
650. GASOLINE ROTARY	195,511.87	53,569.31	.00	56,392.35	.00	.00	192,688.83	18,357.37	210,456.90
707. P. E. R. S. ROTARY	359,442.49	742,375.25	.00	734,260.44	.00	.00	367,557.30	.00	367,557.30
709. TOWNSHIP FUND	.00	332,864.48	67,320.71CR	265,543.77	.00	.00	.00	.00	.00
709. CORPORATION FUND	.00	152,424.17	.00	156,227.00	.00	.00	1,197.17	.00	1,197.17
713. WATER-SEWER ROTARY FUND	255,256.15	2,180,375.92	15,009.00CR	2,279,534.90	.00	.00	141,086.17	72,877.22	213,963.39
714. PAYROLL ROTARY	431,517.16	5,905,666.24	.00	5,833,533.37	.00	.00	503,650.03	160,791.07	664,441.10
715. NON PARTICIPANT ROTARY	1,544.64	.00	.00	1,544.64	.00	.00	.00	.00	.00
716. SCHOOL	.00	9,940,000.00	.00	.00	.00	.00	9,940,000.00	.00	9,940,000.00
717. UNDIVIDED GENERAL TAX	6,443,017.54	36,298,268.95	.00	9,941,051.34	.00	.00	33,000,237.15	3,949.68	33,004,186.83
718. TANGIBLE PERSONAL PROPERTY	.00	600.00	.00	.00	.00	.00	600.00	.00	600.00
719. TRAILER (LIKE REAL ESTATE) TAX	11,995.54	8,776.41	.00	.00	.00	.00	20,681.95	1,027.80	21,709.75
720. LOCAL GOVERNMENT FUND	.00	333,230.94	.00	333,230.94	.00	.00	.00	.00	.00
721. SPECIAL DISTRICTS	.00	.00	.00	.00	.00	.00	.00	.00	.00
722. CIGARETTE LICENSE TAX	.00	48.18	.00	.00	.00	.00	48.18	.00	48.18
723. GASOLINE TAX	.00	266,083.43	.00	266,083.43	.00	.00	.00	.00	.00
725. UNDIVIDED WIRELESS 911 GOV ASS	11,006.30	16,895.85	.00	11,006.30	.00	.00	16,895.85	.00	16,895.85
726. MOTOR VEHICLE LICENSE TAX	.00	620,995.60	.00	620,995.60	.00	.00	.00	.00	.00
727. HAN TWP 3 HILL POLICE LVY REFD	3,561.10	.00	.00	3,561.10	.00	.00	.00	182.84	182.84
729. TREASURER TAX RECORDS	.00	.00	.00	.00	.00	.00	.00	.00	.00
731. COUNTY LODGING TAX	95,134.60	212,924.07	.00	162,347.24	.00	.00	145,711.41	.00	145,711.41
734. REAL ESTATE ADVANCE PAYMENT	3,354.24	28,626.46	.00	3,354.24	.00	.00	28,626.46	.00	28,626.46
740. TRAILER TAX	1,618.13	766.67	.00	.00	.00	.00	2,384.70	.00	2,384.70
741. LIFE INSURANCE	16,212.40	.00	.00	9,827.29	.00	.00	6,385.11	.00	6,385.11
742. LIBRARIES	.00	372,222.66	.00	372,222.66	.00	.00	.00	.00	.00
744. GANCO PARK TOURNAMENT FEES	.00	.00	.00	.00	.00	.00	.00	.00	.00
745. STATE	.00	3,100.21	.00	.00	.00	.00	3,100.21	1.00	3,101.21
746. MIAMI CONSERVANCY DISTRICT FUND	18,051.40	.00	.00	.00	.00	.00	18,051.40	.00	18,051.40
747. ADVANCE ESTATE TAX	4,131.33	69,547.29	.00	.00	.00	.00	93,678.62	.00	93,678.62
751. UNDIVIDED INTEREST	564,100.37	342,634.13	4,901.69CR	299,715.73	.00	.00	602,117.08	.00	602,117.08
754. OHIO ELECTIONS COMMISSION FUND	.00	65.00	.00	65.00	.00	.00	.00	65.00	65.00
756. SEWER ROTARY	38,320.38	10,074.00	.00	35,045.38	.00	.00	13,349.00	18,574.00	31,923.00
758. VIA PASS THROUGH TO BUTLER/CLE	.00	68,999.45	.00	68,999.45	.00	.00	.00	.00	.00
761. OUTSIDE ENTITY FLOWTHRU	.00	.00	.00	.00	.00	.00	.00	.00	.00
765. RECORDER'S ESCROW FUND	18,952.15	2,395.65	230.00CR	1,491.46	.00	.00	20,626.34	.00	20,626.34
766. ESCROW ROTARY	860,986.78	.00	.00	8,476.05	.00	.00	852,510.73	.00	852,510.73
767. UNIDENTIFIED DEPOSITS	.00	7,405,240.41	.00	6,837,953.30	.00	.00	567,287.11	.00	567,287.11
773. SEX OFFENDER REGISTRATION FEE	.00	.00	.00	.00	.00	.00	.00	.00	.00
775. UNDIVIDED SHERIFF WEB CHECK FE	12,251.00	12,466.00	.00	11,738.00	.00	.00	18,119.00	3,921.00	22,040.00
776. UNDIVIDED EVIDENCE SHERIFF	35,767.67	.00	.00	.00	.00	.00	35,767.67	.00	35,767.67
777. UNDIVIDED FEDERAL & STATE FORT	18,198.80	.00	.00	.00	.00	.00	18,198.80	.00	18,198.80
778. COURT ORDERED SHERIFF SALES	1,707,688.37	2,011,598.91	.00	3,297,992.17	.00	.00	421,207.11	1,384,246.47	1,805,453.58
779. UNDIVIDED DRUG TASK FORCE SEIZ	173,761.38	10,850.00	.00	.00	.00	.00	184,611.38	.00	184,611.38
781. REVENUEABLE DEPOSITS	447,315.05	17,280.37	.00	12,320.56	385.70CR	.00	453,140.54	3,042.26	456,202.82
782. SHERIFF - LOST/ABANDONED PROPE	354.34	.00	.00	.00	.00	.00	354.34	.00	354.34

PRINTED IN U.S.A.



RECYCLABLE

FUND NAME	PREVIOUS BAL.	RECEIPTS	REC. ADJ.	EXPENDITURES	EXP. ADJ.	ADVANCES IN/OUT	CURRENT BAL.	HARRANTS-OUT	TREASURER'S BAL.
785 - HOSSIE WAYNE CAPACITY FEES	.00	56,822.50	.00	.00	.00	.00	56,822.50	.00	56,822.50
786 - PNT IN LIEU OF TAXES	.00	.00	.00	.00	.00	.00	.00	.00	.00
787 - UNDIVIDED INCOME TAX-REAL PROP	3,360.99	.00	.00	.00	.00	.00	3,360.99	.00	3,360.99
788 - UNDIVIDED PUBLIC UTILITY DEREG	.00	.00	.00	.00	.00	.00	.00	.00	.00
789 - FORFEITED LAND	.00	.00	.00	.00	.00	.00	.00	.00	.00
790 - FORFEITED LAND EXCESS SALE PRN	3,034.82	.00	.00	.00	.00	.00	3,034.82	.00	3,034.82
792 - ZONING & BLDG BOND FUND	36,000.00	.00	.00	3,400.00	.00	.00	32,600.00	2,400.00	35,000.00
793 - INDUSTING TRUST AUTHORITY	.00	86,369.40	.00	.00	.00	.00	86,369.40	.00	86,369.40
795 - UNDIVIDED INDIGENT FEES	.00	737.85	.00	737.85	.00	.00	.00	147.57	147.57
796 - MUNICIPAL ORD VIOLATION INDIGE	11,568.70	.00	457.58	87.00	.00	.00	11,939.28	87.00	12,026.28
797 - NEW UNDIVIDED AUCTION PROCEEDS	.00	8,230.74	.00	8,230.74	.00	.00	.00	.00	.00
798 - OLD ZONING & BLDG BOND FUND	138,020.47	.00	.00	.00	.00	.00	138,020.47	.00	138,020.47
843 - UNCLAIMED MONEY	587,404.23	1,637.63	.00	25,787.46	.00	.00	561,704.40	25,700.00	587,404.40
855 - CH. SERV. SCHEURER SMITH TRUST	43,609.59	.00	.00	.00	.00	.00	43,609.59	.00	43,609.59
911 - WARREN CO. HEALTH DISTRICT	6,343,763.55	133,162.28	755.00CR	547,359.45	.00	.00	5,928,811.38	211,840.98	6,140,652.28
912 - FUND SERVICE	242,025.01	3,134.00	.00	.00	.00	.00	245,159.01	4.00	245,163.01
915 - PLUMBING BOND-HEALTH DEPT.	22,000.00	2,500.00	.00	1,000.00	.00	.00	23,500.00	500.00	24,000.00
916 - STATE REGULATED SEWAGE PROGRAM	65,341.23	15,953.00	.00	614.00	.00	.00	80,480.23	.00	80,480.23
925 - WATER & SOIL CONSERVATION DIST	114,111.21	147,485.00	.00	54,594.21	.00	.00	207,002.00	.00	207,002.00
928 - REGIONAL PLANNING	174,416.07	147,152.45	.00	38,699.54	.00	.00	282,868.98	1,287.10	284,156.08
938 - WARREN COUNTY PARK DISTRICT	369,107.05	80,979.81	.00	46,212.71	.00	.00	403,874.95	4,306.57	408,181.52
944 - ARNCO PARK	488,603.39	5,674.00	.00	58,178.99	.00	.00	416,098.40	22,026.61	438,125.01
953 - WATER SYSTEM FUND	9,524.53	454.12	.00	488.92	.00	.00	9,493.78	.00	9,493.78
954 - MENTAL HEALTH RECOVERY SERVICE	11,261,328.82	502,848.00	.00	878,003.82	.00	.00	10,885,972.80	207,795.49	11,093,768.29
961 - HEALTH GRANT FUND	872,130.31	71,207.91	.00	19,291.53	.00	.00	924,046.69	.00	924,046.69
963 - CAMPGROUNDS	1,272.19	.00	.00	.00	.00	.00	1,272.19	.00	1,272.19
976 - HEALTH - SWIMMING POOL FUND	131,806.25	.00	.00	.00	.00	.00	131,806.25	.00	131,806.25
977 - DRUG TASK FORCE COG	520,016.91	87,791.08	.00	11,924.01	.00	.00	595,883.98	7,183.79	603,067.77
994 - WARREN COUNTY FIRE RESPONSE AH	.00	27,118.36	.00	.00	.00	.00	27,118.36	.00	27,118.36
COLUMN TOTALS	242,840,855.37	82,607,610.43	7,522.97CR	57,235,831.85	495.70CR	.00	268,205,406.68	4,553,532.27	

OUTSTANDING WARRANTS . . . 4,553,532.27
 TOTAL FOR FUNDS . . . 272,758,938.95

COUNTY TREASURY . . . 1,721,430.16
 COUNTY DEPOSITORIES . . . 271,037,508.79
 COUNTY TOTAL . . . 272,758,938.95

AUDITOR'S OFFICE, WARREN COUNTY, OHIO

IT IS HEREBY CERTIFIED, that the foregoing is a true and accurate statement for the January 2018, FINANCES OF WARREN COUNTY, OHIO showing the balance on hand in each fund and account at the beginning of the month, the amount received to each, the amount disbursed from each, the balance remaining to the credit of each, and the balance of money in the treasury and depository.

PRINTED IN U.S.A. RECYCLABLE

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

Resolution

Number 18-0177

Adopted Date February 08, 2018

APPROVE VARIOUS REFUNDS


BE IT RESOLVED, to approve various refunds, as attached hereto and made a part hereof.

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


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

Resolution adopted this 8th day of February 2018.

BOARD OF COUNTY COMMISSIONERS



Laura Lander, Deputy Clerk

cc: Auditor 
Refunds file

Resolution

Number 18-0178

Adopted Date February 08, 2018

AFFIRM "THEN AND NOW" REQUESTS PURSUANT TO OHIO REVISED CODE
5705.41(D) (1)

BE IT RESOLVED, to affirm the following "Then and Now" requests pursuant to Ohio Revised
Code 5705.41(D) (1), as attached hereto and made a part hereof:

BDD	\$ 1,526.71
BDD	\$ 510.00
BDD	\$11,012.57
Veterans	\$ 1,599.00

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

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

Resolution adopted this 8th day of February 2018.

BOARD OF COUNTY COMMISSIONERS



Laura Lander, Deputy Clerk

cc: Auditor ✓
Board of Developmental Disabilities (file)
Veterans (file)
OMB

THEN & NOW REQUEST

To: Matt Nolan, Warren County Auditor

Date: 1-25-18

From: WEBDD

Please complete a Then & Now Certification for the attached purchase.

A purchase order was not completed for this procurement because: 2017 charges appear on 2018 statement - 2017 Blanket PO closed

FUND	SUB FUND	FUNCTION	OBJECT	AMOUNT
<u>205</u>		<u>6710</u>	<u>210</u>	<u>\$ 1526.71</u>

VENDOR NAME Home Depot Credit Services

DESCRIPTION OF SERVICES supplies

DATE OF OBLIGATION December ²⁰¹⁷ / Jan 2018

THEN & NOW CERTIFICATION

CERTIFICATE OF FISCAL OFFICER IN LIEU OF PURCHASE ORDER

Pursuant to Sec. 5705.41 (D)(1) O.R.C.

The Warren County Auditor hereby certifies that even though there was not a Purchase Order executed prior to this obligation being incurred, there was at the time of the obligation, and there is now, sufficient appropriation for the purpose of such obligation and sufficient funds in the treasury to the credit of such fund free from any previous encumbrances to honor this payment.

UNENCUMBERED ACCOUNT BALANCE - THEN \$ 63,850.16 DATE 12/13/17

UNENCUMBERED ACCOUNT BALANCE - NOW \$ 201,369.37 DATE 1/30/18

FUND BALANCE NOW \$ 36,361,728.42

CERTIFIED BY: Matt Nolan *ss*

MATT NOLAN, WARREN COUNTY AUDITOR

THEN & NOW REQUEST

To: Matt Nolan, Warren County Auditor

Date: 1-23-18

From: WCBDD

Please complete a Then & Now Certification for the attached purchase.

A purchase order was not completed for this procurement because: invoiced
amount was than anticipated.

FUND	SUB FUND	FUNCTION	OBJECT	AMOUNT
<u>205</u>		<u>6710</u>	<u>400</u>	\$ <u>510.00</u>

VENDOR NAME Doctor's Urgent Care

DESCRIPTION OF SERVICES physicals for employees

DATE OF OBLIGATION 12/7/17 - 12/13/17

THEN & NOW CERTIFICATION

CERTIFICATE OF FISCAL OFFICER IN LIEU OF PURCHASE ORDER

Pursuant to Sec. 5705.41 (D)(1) O.R.C.

The Warren County Auditor hereby certifies that even though there was not a Purchase Order executed prior to this obligation being incurred, there was at the time of the obligation, and there is now, sufficient appropriation for the purpose of such obligation and sufficient funds in the treasury to the credit of such fund free from any previous encumbrances to honor this payment.

UNENCUMBERED ACCOUNT BALANCE - THEN \$ 1,276,828.12 DATE 12/7/17

UNENCUMBERED ACCOUNT BALANCE - NOW \$ 1,890,159.79 DATE 1/30/18

FUND BALANCE NOW \$ 36,361,728.42

CERTIFIED BY: Matt Nolan x

MATT NOLAN, WARREN COUNTY AUDITOR

THEN & NOW REQUEST

To: Matt Nolan, Warren County Auditor

Date: 1-25-18

From: UCBDD

Please complete a Then & Now Certification for the attached purchase.

A purchase order was not completed for this procurement because: 2017 changes do not appear until 2018 statement Blanket PO was closed

FUND	SUB FUND	FUNCTION	OBJECT	AMOUNT
<u>205</u>		<u>6710</u>	<u>210</u>	<u>\$ # 11,012.57</u>

VENDOR NAME Lowes Companies Inc

DESCRIPTION OF SERVICES supplies/materials

DATE OF OBLIGATION Dec 2017

THEN & NOW CERTIFICATION

CERTIFICATE OF FISCAL OFFICER IN LIEU OF PURCHASE ORDER
Pursuant to Sec. 5705.41 (D)(1) O.R.C.

The Warren County Auditor hereby certifies that even though there was not a Purchase Order executed prior to this obligation being incurred, there was at the time of the obligation, and there is now, sufficient appropriation for the purpose of such obligation and sufficient funds in the treasury to the credit of such fund free from any previous encumbrances to honor this payment.

UNENCUMBERED ACCOUNT BALANCE - THEN \$ 69,950.00 DATE 10/26/17

UNENCUMBERED ACCOUNT BALANCE - NOW \$ 212,381.94 DATE 1/30/18

FUND BALANCE NOW \$ 36,361,728.42

CERTIFIED BY: Matt Nolan

MATT NOLAN, WARREN COUNTY AUDITOR

THEN & NOW REQUEST

To: Matt Nolan, Warren County Auditor

Date: 1/31/18

From: WC Veterans

Please complete a Then & Now Certification for the attached purchase.

A purchase order was not completed for this procurement because: expense unknown prior to invoice and relief being issued

FUND	SUB FUND	FUNCTION	OBJECT	AMOUNT
101		5220	920	\$ 1599.00

VENDOR NAME Queen City Med Mart

DESCRIPTION OF SERVICES Lift Chair

DATE OF OBLIGATION 1/5/18

THEN & NOW CERTIFICATION

CERTIFICATE OF FISCAL OFFICER IN LIEU OF PURCHASE ORDER

Pursuant to Sec. 5705.41 (D)(1) O.R.C.

The Warren County Auditor hereby certifies that even though there was not a Purchase Order executed prior to this obligation being incurred, there was at the time of the obligation, and there is now, sufficient appropriation for the purpose of such obligation and sufficient funds in the treasury to the credit of such fund free from any previous encumbrances to honor this payment.

UNENCUMBERED ACCOUNT BALANCE - THEN \$ 424,000.00 DATE 1/5/18

UNENCUMBERED ACCOUNT BALANCE - NOW \$ 394,628.95 DATE 2/2/18

FUND BALANCE NOW \$ 29,401,186.59

CERTIFIED BY: Matt Nolan *ks* 2018 FEB -1 AM 10:40

MATT NOLAN, WARREN COUNTY AUDITOR

Resolution

Number 18-0179

Adopted Date February 08, 2018

ACKNOWLEDGE PAYMENT OF BILLS

BE IT RESOLVED, to acknowledge payment of bills as submitted on batches #2/01/2018 001, #2/01/2018 002, #2/01/2018 003, #2/01/2018 004, #2/01/2018 005, #2/01/2018 006, #2/01/2018 007, #2/01/2018 008, #2/06/2018, #001, #2/06/2018, #002, #2/06/2018, #003, #2/06/2018, #004, and #2/06/2018, #005; said batches are attached hereto and made a part hereof.

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

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


Resolution adopted this 8th day of February 2018.

BOARD OF COUNTY COMMISSIONERS



Laura Lander, Deputy Clerk

kh

cc: Auditor 

Resolution

Number 18-0180

Adopted Date February 08, 2018

APPROVE A STREET AND APPURTENANCES BOND RELEASE FOR TIMBERWIND, LLC FOR COMPLETION OF IMPROVEMENTS IN TARA ESTATES NO. 2, PHASE ONE SITUATED IN FRANKLIN TOWNSHIP

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

BOND RELEASE

Bond Number	:	03-040 (P)
Development	:	Tara Estates No. 2, Phase One
Developer	:	Timberwind, LLC
Township	:	Franklin
Amount	:	\$41,669.68
Surety Company	:	Oak Hill Banks (LC #1082361B)

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

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

Resolution adopted this 8th day of February 2018.

BOARD OF COUNTY COMMISSIONERS



Laura Lander, Deputy Clerk

cc: Timberwind, LLC, Attn: James Luers, 1566 W. Pekin Rd, Lebanon, OH 45036
Oak Hill Banks – closed
Engineer (file)
Bond Agreement file

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

Resolution

Number 18-0181

Adopted Date February 08, 2018

APPROVE TIMBERWIND TRAIL, TIMBER FALLS COURT, AND GAYLE DRIVE IN TARA ESTATES NO. 2, PHASE ONE FOR PUBLIC MAINTENANCE BY FRANKLIN TOWNSHIP

WHEREAS, the Warren County Engineer has verified that Timberwind Trail, Timber Falls Court and Gayle Drive in Tara Estates No. 2, Phase One has been constructed in compliance with the approved plans and specifications; and

Street Number	Street Name	Street Width	Street Mileage
2283-T	Timberwind Trail	0'-29'-0"	0.118
2282-T	Timber Falls Court	0'-29'-0"	0.201
1212-T	Gayle Drive	0'-29'-0"	0.043

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

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

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

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

Resolution adopted this 8th day of February 2018.

BOARD OF COUNTY COMMISSIONERS


Laura Lander, Deputy Clerk

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



Franklin Township Trustees

Warren County, Ohio

Office: 418 Fairview Drive, Carlisle, OH 45005
Mailing: P.O. Box 364, Franklin, OH 45005-0364
(937) 746-2852 • Fax (937) 743-7761

January 30, 2017

Neil F. Tunison, P.E., P.S.
Warren County Engineer
105 Markey Road
Lebanon, OH 45036

Re: Tara Estates, Tara Estates No. 2 PH 1, and Tara Estates No. 2 PH 2

Dear Neil:

Franklin Township Road Superintendent, Rob Rose, has inspected Tara Estates No. 2PH1 /No. 2 PH2 and agrees they are complete and acceptable. Therefore, he recommends the Tara Estates be accepted for public maintenance.

Sincerely,

Traci Stivers
Franklin Township Administrator

OWNER'S CONSENT AND UNDERTAKING

WE, THE UNDERSIGNED, BEING ALL THE OWNERS AND LIEN HOLDERS OF THE LANDS HEREIN PLATTED, DO HEREBY VOLUNTARILY CONSENT TO THE EXECUTION OF THE SAID PLAN AND DO DECIDE THE STREETS, PARKS OR PUBLIC GROUNDS AS SHOWN HEREON TO BE PUBLIC USE FOREVER.

ANY PUBLIC UTILITY EASEMENTS AS SHOWN ON THIS PLAN ARE FOR THE PLACEMENT OF SIDEWALKS AND FOR THE MAINTENANCE AND REPAIR OF STREETS, EASEMENTS AND ALL OTHER EASEMENTS SHOWN ON THIS PLAN, UNLESS DESIGNATED FOR A SPECIFIC PURPOSE, AND FOR THE CONSTRUCTION, OPERATION, MAINTENANCE, REPAIR, REPLACEMENT OR REMOVAL OF WATER, SEWER, GAS, ELECTRIC, TELEPHONE, CABLE TELEVISION, OR OTHER UTILITY LINES OR SERVICES, STORMWATER DISPOSAL, AND FOR THE EXPRESS PURPOSE OF CUTTING, TRIMMING OR REMOVING ANY AND ALL TREES OR OTHER OBSTRUCTIONS WITHIN SAID EASEMENT, OR IMMEDIATELY ADJACENT THERETO, TO THE FREE USE OF SAID EASEMENTS OR ADJACENT STREETS AND FOR PROMOTING BUSINESS AND ACCESS TO THE PROPERTY FOR SAID PURPOSES AND ARE TO BE MAINTAINED AS SUCH FOREVER. NO BUILDINGS OR OTHER STRUCTURES MAY BE BUILT WITHIN SAID EASEMENTS, NOR MAY THE EASEMENT AREA BE PHYSICALLY ALTERED SO AS TO (1) REDUCE CLEARANCES OF EITHER OVERHEAD OR UNDERGROUND FACILITIES; (2) IMPAIR THE LAND SUPPORT OF SAID FACILITIES; (3) IMPAIR ABILITY TO MAINTAIN THE FACILITIES; (4) CREATE A HAZARD.

THE ABOVE PUBLIC UTILITY EASEMENTS ARE FOR THE BENEFIT OF ALL PUBLIC UTILITY SERVICE PROVIDERS INCLUDING, BUT NOT LIMITED TO AMERICAN, C.C. & E. Co., Columbus of Ohio, and Warren County Water Dept. (Sewer)

Timberwind, LLC
TIMBERWIND, LLC (OWNER)
MARTIN C. LUERS, MEMBER

James H. Luers
JAMES H. LUERS, MEMBER

Timberwind, LLC
TIMBERWIND, LLC (OWNER)
ANNE K. LUERS, MEMBER

Carol Thompson
CAROL THOMPSON, WITNESS

Timberwind, LLC
TIMBERWIND, LLC (OWNER)
TARA Q. LUERS, MEMBER

Tara Q. Luers
TARA Q. LUERS, MEMBER

Timberwind, LLC
TIMBERWIND, LLC (OWNER)
DAR HILL RANKS (MANAGER)

Dar Hill Ranks
DAR HILL RANKS (MANAGER)

Robert P. Ward
ROBERT P. WARD, MANAGER

Robert P. Ward
ROBERT P. WARD, MANAGER

Carol Thompson
CAROL THOMPSON, WITNESS

Tara Q. Luers
TARA Q. LUERS, MEMBER

Tara Q. Luers
TARA Q. LUERS, MEMBER

CERTIFICATE OF NOTARY PUBLIC

STATE OF OHIO
COUNTY OF WARREN) ss.

BE IT REMEMBERED THAT ON THIS 4th DAY OF December, 2003, BEFORE ME THE UNDERSIGNED A NOTARY PUBLIC IN SAID STATE AND COUNTY, PERSONALLY CAME THE OWNER, TIMBERWIND, LLC, WHO ACKNOWLEDGED THE SIGNING AND EXECUTION OF THE FOREGOING PLAT TO BE THEIR VOLUNTARY ACT AND DEED.

IN TESTIMONY WHEREOF, I HAVE SET MY HAND AND NOTARY SEAL ON THE DAY AND DATE ABOVE WRITTEN.

Carol Thompson
CAROL THOMPSON
NOTARY PUBLIC, STATE OF OHIO
February 2, 2006
MY COMMISSION EXPIRES _____

CERTIFICATE OF NOTARY PUBLIC

STATE OF OHIO
COUNTY OF WARREN) ss.

BE IT REMEMBERED THAT ON THIS 4th DAY OF December, 2003, BEFORE ME THE UNDERSIGNED A NOTARY PUBLIC IN SAID STATE AND COUNTY, PERSONALLY CAME THE MORTGAGEE, DAR HILL RANKS, WHO ACKNOWLEDGED THE SIGNING AND EXECUTION OF THE FOREGOING PLAT TO BE THEIR VOLUNTARY ACT AND DEED.

IN TESTIMONY WHEREOF, I HAVE SET MY HAND AND NOTARY SEAL ON THE DAY AND DATE ABOVE WRITTEN.

Carol Thompson
CAROL THOMPSON
NOTARY PUBLIC, STATE OF OHIO
August 30, 2006
MY COMMISSION EXPIRES _____

DEED REFERENCE

SITUATE IN SECTION 5, TOWN 1^N, RANGE 5^E FRANKLIN TOWNSHIP, WARREN COUNTY, OHIO, CONTAINING 8.5967 ACRES AND BEING PART OF THE SAME PREMISES AS CONVEYED TO TIMBERWIND, LLC, AND DESCRIBED IN THE DEED RECORDED IN OFFICIAL RECORD VOLUME 3649, PAGE 46 OF THE DEED RECORDS OF WARREN COUNTY, OHIO.

DRAINAGE STATEMENT

THE WARREN COUNTY COMMISSIONERS ASSUME NO LEGAL OBLIGATION TO MAINTAIN OR REPAIR ANY OPEN DRAINAGE DITCHES OR CHANNELS DESIGNATED AS "TORNANCE EASEMENT" ON THIS PLAN. THE EASEMENT AREA OF EACH LOT AND ALL IMPROVEMENTS WITHIN IT SHALL BE MAINTAINED CONTINUOUSLY BY THE OWNER OF SAID LOT. NO STRUCTURE, PLANTING, FENCING, CURB, OR OTHER MATERIAL SHALL BE PLACED OR PERMITTED TO REMAIN WHICH MAY OBSTRUCT, RELAYED OR DIVERT THE FLOW THROUGH THE WATERCOURSE. EASEMENT SHALL EXIST ALONG ALL COMMON REAR LOT LINES AND A TEN (10) FOOT WIDE DRAINAGE EASEMENT SHALL EXIST ALONG COMMON SIDE LOT LINES. THE COMMON LINE BEING THE CENTERLINE OF SAID EASEMENT UNTIL THE EXPIRATION OF THE PUBLIC IMPROVEMENT MAINTENANCE BONDING PERIOD, AS APPLICABLE. THE DEVELOPER (OR THEIR AGENT) RESERVES THE RIGHT TO ENTER UPON ALL LOTS TO ESTABLISH OR RE-ESTABLISH DRAINAGE SWALES WITHIN ALL DRAINAGE EASEMENTS FOR THE PURPOSES OF CONTROLLING AND DIRECTING STORMWATER TO COLLECTION FACILITIES OR DRAINAGE CHANNELS.

OWNER/DEVELOPER
TIMBERWIND, LLC
% MARTIN C. LUERS
1650 W. WOOD RD. (CLEARCREEK TOWNSHIP)
LEBANON, OHIO 45038
937-743-8784

SURVEYOR'S NOTES

- OCCUPATION AS INDICATED ON DRAWING.
- MONUMENTS FOUND ARE IN GOOD CONDITION, EXCEPT AS NOTED.
- PERTINENT DOCUMENTS ARE NOTED ON DRAWING.
- BASIS OF BEARINGS IS AFFIDAVIT BOOK 2497, PAGE 8-42.

PROTECTIVE COVENANTS

THE PROTECTIVE COVENANTS FOR ALL LOTS WITHIN TARA ESTATES NO. 2, PHASE ONE ARE RECORDED IN DEED BOOK _____, PAGE _____ OF THE OFFICIAL RECORDS OF WARREN COUNTY, OHIO.

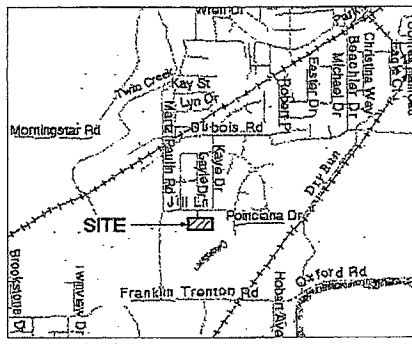
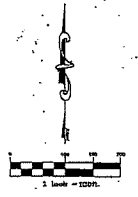
TARA ESTATES NO. 2 PHASE ONE

SECTION 5, TOWN 1^N, RANGE 5^E FRANKLIN TWP., WARREN COUNTY, OHIO

OLD #	ACRES	02-05-301-015
52.3878		
NEW #		
18	0.3844	02-05-302-001
20	0.3533	02-05-302-002
21	0.3543	02-05-302-003
22	0.3354	02-05-302-004
23	0.3572	02-05-302-005
29	0.3370	02-05-153-013
30	0.4703	02-05-153-014
31	0.4489	02-05-154-007
32	0.4348	02-05-154-008
33	0.3169	02-05-154-009
34	0.4972	02-05-154-010
35	0.3674	02-05-154-011
36	0.4591	02-05-326-004
37	0.3588	02-05-326-005
	8.8299 ACRES	
	STREET R/W	
	TOTAL	8.5967 ACRES

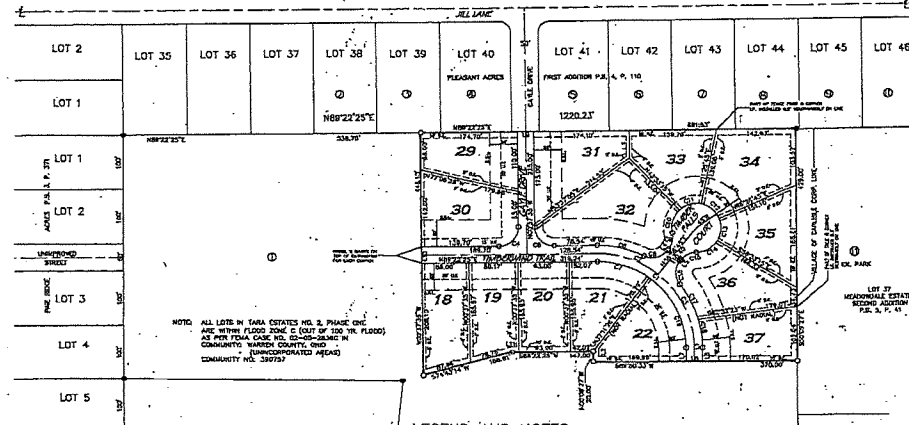
Area = 45.7911 02-05-301-016

CURVE	DELTA	RADIUS	LENGTH	CH. BEARING	CHORD
C1	97°29'00"	173.00	276.26	N47°02'00"W	246.50
C2	39°54'48"	173.00	109.87	S89°29'21"W	118.48
C3	30°57'48"	173.00	105.44	N23°36'21"W	105.07
C4	98°09'00"	32.00	54.90	N44°22'00"E	49.50
C5	98°09'00"	32.00	54.90	S45°38'00"W	49.50
C6	26°43'27"	198.00	98.63	N77°13'06"W	87.80
C7	26°17'12"	168.00	101.23	N75°09'39"W	99.65
C8	77°07'27"	35.00	47.13	N11°11'17"E	43.66
C9	31°19'34"	35.00	31.39	N61°36'13"W	30.71
C10	38°49'24"	43.00	46.20	S17°02'13"W	44.19
C11	33°09'00"	43.00	43.20	S73°36'40"W	41.56
C12	33°09'00"	43.00	43.20	N61°36'13"W	41.56
C13	38°49'24"	43.00	46.20	N65°11'17"E	44.19
C14	31°19'34"	35.00	31.39	S64°36'13"W	30.71
C15	77°07'27"	35.00	47.13	S69°29'21"W	43.66
C16	21°47'00"	200.00	78.24	N87°02'31"W	71.60
C18	18°16'26"	190.00	53.97	N89°17'48"W	53.79
C19	54°18'36"	160.00	131.00	N27°14'35"W	145.79



PROPERTY OWNER

PARCEL NO.	PROPERTY OWNER	DEED
02-05-301-004	TIMBERWIND, LLC	3189/348
02-05-301-008	CLYNTON & M. HIGHTMIGHT	1038/256
02-05-153-009	HARRY & JUDICE EVANS	497/257
02-05-153-010	WOLFEY G. NELSON	207/41
02-05-154-001	NELSON & RUTH BAKER	384/223
02-05-154-002	WATKINS FAYE ROBERTS	1024/208
02-05-154-003	DEWELL & R. GILLESPIE	1470/514
02-05-154-004	WILLIAM & S. GARY	1112/226
02-05-154-005	ROBERT WILLIAM AT AL	1412/971
02-05-154-006	MOAN S. SHIPMAN	1984/54
02-05-178-001	VILLAGE OF GARFIELD	388/628
02-05-326-002	JERRY & TERESA STURGES	2236/283



LEGEND AND NOTES

- IRON PIN FOUND
- 3/8" IRON PIN SET
- 4" X 4" WOOD SET
- U.E. = UTILITY EASEMENT
- D.E. = DRAINAGE AND UTILITY EASEMENT
- D.E.L. = DRAINAGE SECTION LINE

NOTE: ALL LOT CORNERS ARE TO HAVE A 3/8" IRON PIN SET.
NOTE: ALL SIDE LOT LINES ARE TO HAVE FIVE (5) FEET MIN. DRAINAGE AND UTILITY EASEMENTS UNLESS OTHERWISE SHOWN.

PREPARED BY:
P.A. RODENBECK AND ASSOCIATES, INC.
210 E. GLENN STREET
LEBANON, OHIO 45038
(513) 333-6625 FAX (513) 333-8150

APPROVALS

COUNTY COMMISSIONERS
WE, THE BOARD OF COUNTY COMMISSIONERS OF WARREN COUNTY, OHIO, DO HEREBY APPROVE THIS PLAT ON THIS 12th DAY OF December, 2003.

For County Seal
Carol Thompson
COUNTY COMMISSIONERS

WARREN CO. REGIONAL PLANNING COMMISSION
THIS PLAT WAS APPROVED BY THE WARREN COUNTY REGIONAL PLANNING COMMISSION ON THIS 20th DAY OF December, 2003.

WARREN COUNTY ZONING INSPECTOR
I HEREBY ACCEPT THIS PLAT ON THIS 6th DAY OF December, 2003.

COUNTY HEALTH DISTRICT
I HEREBY ACCEPT THIS PLAT ON THIS 5th DAY OF Dec, 2003.

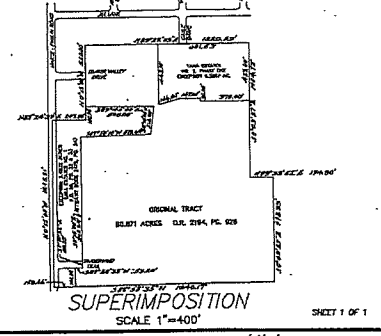
COUNTY ENGINEER
I HEREBY APPROVE AND ACCEPT THIS PLAT ON THIS 4th DAY OF December, 2003.

COUNTY AUDITOR
RECEIVED AND TRANSMITTED ON THIS DAY OF 12th DAY OF December, 2003.

COUNTY RECORDER
FILE NO. 448853
RECORDED ON THIS 22 DAY OF Dec, 2003 AT 1:00 PM
RECORDED IN BOOK NO. 2497 ON PAGE NO. 7

COUNTY SANITARY ENGINEER
I HEREBY APPROVE AND ACCEPT THIS PLAT ON THIS 1th DAY OF Dec, 2003.

CERTIFICATE OF SURVEYOR
I HEREBY CERTIFY THAT THIS MAP IS A TRUE AND COMPLETE SURVEY MADE UNDER MY SUPERVISION IN JULY, 2001 AND THAT ALL MONUMENTS AND LOT CORNER PINS ARE SET AS SHOWN.



Resolution

Number 18-0182

Adopted Date February 08, 2018

APPROVE A SIDEWALK BOND RELEASE FOR TIMBERWIND, LLC FOR COMPLETION OF IMPROVEMENTS IN TARA ESTATES NO. 2, PHASE TWO, SITUATED IN FRANKLIN TOWNSHIP

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

BOND RELEASE

Bond Number	:	05-008 (S)
Development	:	Tara Estates No. 2, Phase Two
Developer	:	Timberwind, LLC
Township	:	Franklin
Amount	:	\$19,440.00
Surety Company	:	Oak Hill Banks (LC#1082361D)

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

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

Resolution adopted this 8th day of February 2018.

BOARD OF COUNTY COMMISSIONERS



Laura Lander, Deputy Clerk

cc: Timberwind, LLC, Attn: James Luers, 1566 W. Pekin Rd, Lebanon, OH 45036
Oak Hill Banks – closed
Engineer (file)
Bond Agreement file

Resolution

Number 18-0183

Adopted Date February 08, 2018

APPROVE A STREET AND APPURTENANCES BOND RELEASE FOR TIMBERWIND, LLC FOR COMPLETION OF IMPROVEMENTS IN TARA ESTATES NO. 2, PHASE TWO SITUATED IN FRANKLIN TOWNSHIP

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

BOND RELEASE


Bond Number	: 05-008 (P)
Development	: Tara Estates No. 2, Phase Two
Developer	: Timberwind, LLC
Township	: Franklin
Amount	: \$15,466.95
Surety Company	: Oak Hill Banks (LC #1082361C)

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

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

Resolution adopted this 8th day of February 2018.

BOARD OF COUNTY COMMISSIONERS



Laura Lander, Deputy Clerk

cc: Timberwind, LLC, Attn: James Luers, 1566 W. Pekin Rd, Lebanon, OH 45036
Oak Hill Banks – closed
Engineer (file)
Bond Agreement file

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

Resolution

Number 18-0184

Adopted Date February 08, 2018

APPROVE TIMBERWIND TRAIL IN TARA ESTATES NO. 2, PHASE TWO FOR PUBLIC MAINTENANCE BY FRANKLIN TOWNSHIP

WHEREAS, the Warren County Engineer has verified that Timberwind Trail in Tara Estates No. 2, Phase Two has been constructed in compliance with the approved plans and specifications; and

Street Number	Street Name	Street Width	Street Mileage
2283-T	Timberwind Trail	0'-29'-0'	0.102

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

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

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

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

Resolution adopted this 8th day of February 2018.

BOARD OF COUNTY COMMISSIONERS



Laura Lander, Deputy Clerk

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



Franklin Township Trustees

Warren County, Ohio

Office: 418 Fairview Drive, Carlisle, OH 45005
Mailing: P.O. Box 364, Franklin, OH 45005-0364
(937) 746-2852 • Fax (937) 743-7761

January 30, 2017

Neil F. Tunison, P.E., P.S.
Warren County Engineer
105 Markey Road
Lebanon, OH 45036

Re: Tara Estates, Tara Estates No. 2 PH 1, and Tara Estates No. 2 PH 2

Dear Neil:

Franklin Township Road Superintendent, Rob Rose, has inspected Tara Estates No. 2PH1 /No. 2 PH2 and agrees they are complete and acceptable. Therefore, he recommends the Tara Estates be accepted for public maintenance.

Sincerely,

Traci Stivers
Franklin Township Administrator

OWNER'S CONSENT AND DEDICATION

WE, THE UNDERSIGNED, BEING ALL THE OWNERS AND LIEN HOLDERS OF THE LANDS HEREIN PLATTED, DO HEREBY VOLUNTARILY CONSENT TO THE EXECUTION OF THE SAID PLAT AND TO DEDICATE THE STREETS, PARCELS OR PUBLIC GROUNDS AS SHOWN HEREON TO THE PUBLIC USE FOREVER.

ANY PUBLIC UTILITY EASEMENTS OR RIGHTS SHOWN ON THIS PLAT ARE FOR THE PLACEMENT OF SIDEWALKS AND FOR THE MAINTENANCE AND REPAIR OF STREETS. THIS EASEMENT AND ALL OTHER EASEMENTS SHOWN ON THIS PLAT, UNLESS DESIGNATED FOR A SPECIFIC PURPOSE, ARE FOR THE CONSTRUCTION, MAINTENANCE, REPAIR, REPLACEMENT OR REMOVAL OF WATER, SEWER, GAS, ELECTRIC, TELEPHONE, CABLE, TELEVISION, OR OTHER UTILITY LINES OR SERVICES, STORMWATER INFRASTRUCTURE, AND FOR THE EXPRESS PURPOSE OF CUTTING, TRIMMING OR REMOVING ANY AND ALL TREES OR OTHER OBSTRUCTIONS WITHIN SAID EASEMENT, OR IMMEDIATELY ADJACENT THEREON, TO THE FREE USE OF SAID EASEMENTS OR ADJACENT STREETS AND ADJACENT TOWNSHIP SAID EASEMENTS TO THE PROPERTY FOR SAID PURPOSES AND ARE BUILT WITHIN SAID EASEMENTS, NOR MAY THE EASEMENT AREA BE PHYSICALLY ALTERED SO AS TO (1) REDUCE CLEARANCES OF EITHER OVERHEAD OR UNDERGROUND FACILITIES, (2) IMPAIR THE LAND SUPPORT OF SAID FACILITIES, (3) IMPAIR ABILITY TO MAINTAIN THE FACILITIES OR CREATE A HAZARD.

THE ABOVE PUBLIC UTILITY EASEMENTS ARE FOR THE BENEFIT OF ALL PUBLIC UTILITY SERVICE PROVIDERS INCLUDING, BUT NOT LIMITED TO AMERICAN, D.C. & E. Co., Columbus of Ohio, and Warren County Water Dept. (Consent)

Timberwind, LLC
 MARTIN G. LIERS, MEMBER
 WITNESS

Timberwind, LLC
 TIMOTHY B. LIERS, MEMBER
 WITNESS

ONE HOLY BROS (MORTGAGEE) BY
 ROBERT D. WARD, MANAGER
 WITNESS

Notary Public
 WITNESS

CERTIFICATE OF NOTARY PUBLIC

STATE OF OHIO
 COUNTY OF WARREN) s.s.

BE IT REMEMBERED THAT ON THIS 7th DAY OF March, 2006, BEFORE ME THE UNDERSIGNED A NOTARY PUBLIC IN SAID STATE AND COUNTY, PERSONALLY CAME TIMBERWIND, LLC WHO ACKNOWLEDGED THE SIGNING AND EXECUTION OF THE FOREGOING PLAT TO BE THEIR VOLUNTARY ACT AND DEED.

IN TESTIMONY WHEREOF, I HAVE SET MY HAND AND NOTARY SEAL ON THE DAY AND DATE ABOVE WRITTEN.

Carol D. Brennan
 NOTARY PUBLIC STATE OF OHIO
 February 13, 2006
 MY COMMISSION EXPIRES:

CERTIFICATE OF NOTARY PUBLIC

STATE OF OHIO
 COUNTY OF WARREN) s.s.

BE IT REMEMBERED THAT ON THIS 7 DAY OF March, 2006, BEFORE ME THE UNDERSIGNED A NOTARY PUBLIC IN SAID STATE AND COUNTY, PERSONALLY CAME ONE HOLY BROS BY ROBERT D. WARD WHO ACKNOWLEDGED THE SIGNING AND EXECUTION OF THE FOREGOING PLAT TO BE HIS VOLUNTARY ACT AND DEED.

IN TESTIMONY WHEREOF, I HAVE SET MY HAND AND NOTARY SEAL ON THE DAY AND DATE ABOVE WRITTEN.

Carol D. Brennan
 NOTARY PUBLIC STATE OF OHIO
 Feb 13, 2006
 MY COMMISSION EXPIRES:

DEED REFERENCE

SITUATE IN SECTION 5, TOWN 11N, RANGE 5E, FRANKLIN TWP., WARREN COUNTY, OHIO, CONTAINING 0.2724 ACRES AND BEING PART OF THE SAME PARCELS AS CONVEYED TO TIMBERWIND, LLC AND DESCRIBED IN THE DEED RECORDS IN OFFICIAL RECORD VOLUME 3303, PAGE 48, OF THE DEED RECORDS OF WARREN COUNTY, OHIO.

DRAINAGE STATEMENT

THE WARREN COUNTY COMMISSIONERS ASSUME NO LEGAL OBLIGATION TO MAINTAIN OR REPAIR ANY OPEN DRAINAGE DITCHES OR CHANNELS DESIGNATED AS "DRAINAGE EASEMENT" ON THIS PLAT. THE EASEMENT AREA OF EACH LOT AND ALL IMPROVEMENTS THEREON SHALL BE MAINTAINED CONTINUOUSLY BY THE LOT OWNER, WITHIN THE EASEMENTS, NO STRUCTURE, PLANTING, FENCING, ELEVATOR, OR OTHER MATERIAL SHALL BE PLACED OR PERMITTED TO REMAIN WHICH MAY OBSTRUCT, COLLIMATED OR OVERTHEW THE FLOW THROUGH THE WATERCOURSE, UNLESS OTHERWISE DESIGNATED ON THIS PLAT. A FIFTY (50) FOOT WIDE DRAINAGE EASEMENT SHALL EXIST ALONG ALL COMMON REAR LOT LINES AND A TEN (10) FOOT WIDE DRAINAGE EASEMENT SHALL EXIST ALONG ALL COMMON SIDE LOT LINES. THE COMMON LINE BEING THE CENTERLINE OF SAID EASEMENT, UNLESS THE COMMISSIONERS OF THE PUBLIC IMPROVEMENT MAINTENANCE BONDING PERIOD, AS APPLICABLE, THE DEVELOPER (OR THEIR AGENT) RESERVES THE RIGHT TO ENTER UPON ALL LOTS TO ESTABLISH OR RE-ESTABLISH DRAINAGE CHANNELS WITHIN ALL DRAINAGE EASEMENTS, FOR THE PURPOSE OF CONTROLLING AND DIRECTING STORMWATER TO COLLECTION FACILITIES OR DRAINAGE CHANNELS.

OWNER/DEVELOPER

TIMBERWIND, LLC
 MARTIN G. LIERS
 1030 E. PERRY ROAD (CLEARCREEK TWP.)
 LEONARD, OH 45003 (937) 743-0784

SURVEYOR'S NOTES

1. OCCUPATION AS INDICATED ON DRAWING.
 2. MONUMENTS FOUND ARE IN GOOD CONDITION, EXCEPT AS NOTED.
 3. ALL ELEVATIONS ARE NOTED ON DRAWING.
 4. BASIS OF BEARINGS IS ADJUTANT BOOK 2475, PAGE 547.

PROTECTIVE COVENANTS

THE PROTECTIVE COVENANTS FOR ALL LOTS WITHIN TARA ESTATES HOLD, PHASE TWO ARE RECORDED IN DEED BOOK 3374, PAGE 689 OF THE OFFICIAL RECORDS OF WARREN COUNTY, OHIO.

TARA ESTATES No. 2 PHASE TWO

SECTION 5, TOWN 11N, RANGE 5E, FRANKLIN TWP., WARREN COUNTY, OHIO

OLD# 02-05-301-016 45-7711

LOT	ACRES	PARCEL NO.
12	0.4900	02-05-302-006
13	0.4874	02-05-302-007
14	0.4864	02-05-302-008
15	0.3922	02-05-302-009
16	0.3979	02-05-302-010
17	0.3954	02-05-302-011
23	0.4824	02-05-153-015
24	0.4821	02-05-153-016
25	0.4777	02-05-153-017
26	0.3857	02-05-153-018
27	0.3837	02-05-153-019
28	0.3857	02-05-153-020

Rem# 02-05-301-017
 40.1437
 4-1-2005 (REC)

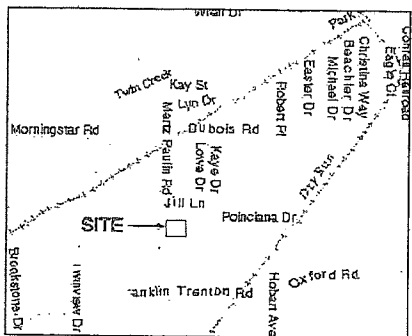
STREET R/W
 TOTAL 3.6274 ACRES

PARCEL NO.	PROPERTY OWNER	DEED
02-05-153-002	JOHN LONG	556/758
02-05-163-018	GREG & L CHARLES	501/408
02-05-153-008	SANDRA M. FARCETT	1984/301
02-05-153-007	JAMES & S. ALEXANDER	1280/477
02-05-123-008	CLINTON & M. MORGENTHAU	1839/858
02-05-153-009	HARRY & JONAS EVANS	487/167
02-05-301-041	TIMBERWIND, LLC	3203/741
02-05-301-003	JUDY & ROBERT HILEY	1328/183
02-05-301-002	JESSA ANN POWELL	1870/518
02-05-301-001	RUSSELL & C. MCGLONTER	1413/327
02-05-153-004	MARY S. HOLY	587/1064
02-05-153-003	RAY D. HAMILTON, et al	2630/448

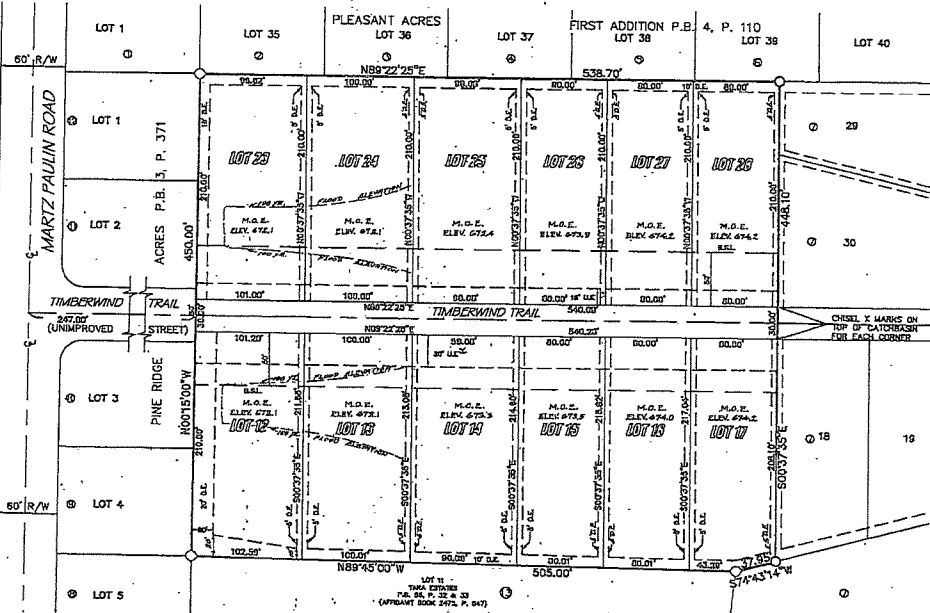
LEGEND AND NOTES

○ ROM PIN FOUND
 ○ 5/8" ROM PIN SET
 ○ MAC NAIL SET
 U.E. = UTILITY EASEMENT
 D.L.E. = DRAINAGE AND UTILITY EASEMENT
 B.S.L. = BUILDING SETBACK LINE
 *NOTE: ALL LOT CORNERS ARE TO HAVE A 5/8" ROM PIN SET.
 *NOTE: ALL SIDE LOT LINES ARE TO HAVE FIVE (5) FEET WIDE DRAINAGE AND UTILITY EASEMENTS UNLESS OTHERWISE SHOWN.

**VICINITY MAP
 NOT TO SCALE**



PREPARED BY:
 P.A. ROSENDOCK AND ASSOCIATES, INC.
 210 E. SILVER STREET
 LEONARD, OHIO 45008
 (513) 843-8922 FAX (513) 843-8150



APPROVALS

COUNTY COMMISSIONERS

WE, THE BOARD OF COUNTY COMMISSIONERS OF WARREN COUNTY OHIO, DO HEREBY APPROVE THIS PLAT ON THIS 31st DAY OF March, 2006

COMMISSIONERS
Notary Seal
Notary Seal

WARREN CO. REGIONAL PLANNING COMMISSION

THIS PLAT WAS APPROVED BY THE WARREN COUNTY REGIONAL PLANNING COMMISSION ON THIS 29th DAY OF March, 2006

EXECUTIVE DIRECTOR
M.S. K

WARREN COUNTY ZONING INSPECTOR

I HEREBY ACCEPT THIS PLAT ON THIS 4th DAY OF March, 2006

ZONING INSPECTOR
Notary Seal

COUNTY HEALTH DISTRICT

I HEREBY ACCEPT THIS PLAT ON THIS 9th DAY OF March, 2006

WARREN COUNTY HEALTH COMMISSIONER
Notary Seal

COUNTY ENGINEER

I HEREBY APPROVE AND ACCEPT THIS PLAT ON THIS 15th DAY OF March, 2006

WARREN COUNTY ENGINEER
Notary Seal

COUNTY AUDITOR

RECEIVED AND TRANSMITTED ON THIS DAY OF April, 2006 AT 2:55 PM.

COUNTY AUDITOR
Notary Seal

COUNTY RECORDER

FILE NO. 539605
 RECEIVED ON THIS 11th DAY OF April, 2006 AT 9:57 A.M.
 RECORDED ON THIS 11th DAY OF April, 2006 AT 10:21 A.M.
 RECORDED IN BOOK NO. 162 ON PAGE NO. 32

COUNTY RECORDER
Notary Seal

COUNTY SANITARY ENGINEER

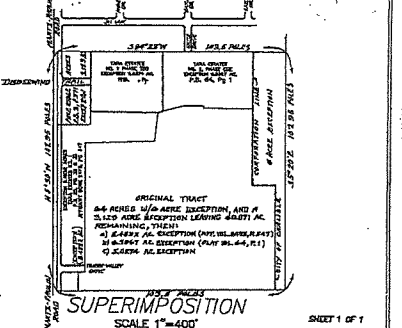
I HEREBY APPROVE AND ACCEPT THIS PLAT ON THIS 9th DAY OF March, 2006

WARREN COUNTY SANITARY ENGINEER
Notary Seal

CERTIFICATE OF SURVEYOR

I HEREBY CERTIFY THAT THIS MAP IS A TRUE AND COMPLETE SURVEY MADE UNDER MY SUPERVISION IN JULY, 2004 AND THAT ALL MONUMENTS AND LOT CORNER PINS ARE SET AS SHOWN.

Paul A. Rosendock
 OHIO REGISTERED SURVEYOR NO. 4309



Resolution

Number 18-0185

Adopted Date February 08, 2018

ENTER INTO EROSION CONTROL BOND AGREEMENT WITH KENSINGTON DEVELOPMENT CO. OF OHIO, LLC FOR COMPLETION OF IMPROVEMENTS IN KENSINGTON PHASE 1A & 1B SITUATED IN DEERFIELD TOWNSHIP

BE IT RESOLVED to enter into the following performance bond agreement upon recommendation of the Warren County Soil and Water Conservation District:

EROSION CONTROL PERFORMANCE BOND AGREEMENT

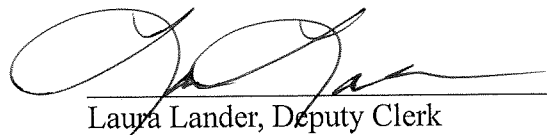
Bond Number	:	N/A
Development	:	Kensington Phase 1A & 1B
Developer	:	Kensington Development Co. of Ohio, LLC
Township	:	Deerfield
Amount	:	\$101,670.65
Surety Company	:	RLI Insurance Company (CMS0328938)

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

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

Resolution adopted this 8th day of February 2018.

BOARD OF COUNTY COMMISSIONERS



Laura Lander, Deputy Clerk

cc: Developer
Surety Co.
Soil & Water (file)
Bond Agreement file

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

EROSION & SEDIMENT CONTROL

Security Agreement No.

This Agreement made and concluded at Lebanon, Ohio, by and between _____
Kensington Development Co. of Ohio, LLC (1) (hereinafter the "Developer") and the
Warren County Board of County Commissioners, (hereinafter the "County Commissioners"), and
RLI Insurance Company (2) (hereinafter the "Surety").

WITNESSETH:

WHEREAS, the Developer is required to install certain improvements in _____
Kensington Subdivision, Phase (3) 1A & 1B (hereinafter the "Subdivision") situated in
Deerfield (4) Township, Warren County, Ohio, in accordance with the Warren County
Erosion and Sediment Control Regulations adopted November 16, 2006 (hereinafter called the
"Improvements"); and,

WHEREAS, it is estimated that the total cost of the Improvements is \$78,208.19,
and that the Improvements that have yet to be completed and approved may be constructed in the sum of
\$78,208.19; 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 Erosion and Sediment Control 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 \$101,670.65 to secure the performance of the construction of the
uncompleted or unapproved Improvements in accordance with Warren County Erosion and
Sediment Control 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 District Administrator of the Warren County Soil & Water Conservation District 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 performed in accordance with the Warren County Erosion and Sediment Control 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 Erosion and Sediment Control 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 Erosion and Sediment Control 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 \$16,641.64 to secure the performance of all maintenance upon the Improvements as determined to be necessary by the District Administrator of the Warren

County Soil & Water Conservation District (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 Director of the Warren County Soil & Water Conservation District of the maintenance required upon the Improvements to bring the same into compliance with Warren County Erosion and Sediment Control Regulations shall immediately undertake to perform and complete such required maintenance within the time set forth in the notice from the Director of the Warren County Soil & Water Conservation District.
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 Erosion and Sediment Control 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 Director of the Warren County Soil & Water Conservation District, 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 Soil & Water Conservation District:

Warren County Soil & Water Conservation
District Attn: Director
320 East Silver Street
Lebanon, OH 45036
Ph. (513) 695-1337

C. To the Developer:

Kensington Development Co. of Ohio, LLC

3940 Olympic Boulevard, Suite 100

Erlanger, KY 41018

Attn: Dave Stroup

Ph. (859) 344 - 3131

D. To the Surety:

RLI Insurance Company

525 W. Van Buren Street

Suite 350

Chicago, IL 60607

Ph. (312) 675 - 4136

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

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

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

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

 Original Escrow Letter (attached)

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

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

15. The term "Surety" as used herein includes a bank, savings and loan or other financial institution where the security provided is a letter of credit, escrow letter or surety obligation of a national bank. **The term "Surety" when referring to a bank, savings and loan or other financial institution is not intended to create obligations beyond those provided by Paragraphs 4 and/or 9 of this security agreement.**
16. **In the event that Surety shall fail to make funds available to the County Commissioners in accordance with Paragraphs 4 or 9, as applicable, within thirty (30) days after notification of default, then amounts due shall bear interest at eight per cent (8%) per annum.**
17. This Agreement shall not be assignable or transferrable by the Developer or Surety to any third party or parties without the express written consent of the County Commissioners. Developer and Surety waive any successor developer or successor surety claim or defense unless the County Commissioners have executed a written consent of assignment.
18. This Agreement shall be construed under the laws of the State of Ohio. The Developer and Surety hereby stipulate to the venue for any and all claims, disputes, interpretations and litigation of any kind arising out of this Agreement, being exclusively in the Warren County, Ohio Court of Common Pleas (unless both parties mutually agree in writing to attempt to resolve by alternate dispute resolution prior to litigation), and do further waive any right to bring or remove such claims, disputes, interpretation and litigation of any kind arising out of this Agreement, in or to any other state or a federal court.

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

DEVELOPER: Kensington Development Co. of Ohio, LLC
an Ohio limited liability company

SURETY: RLI Insurance Company

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

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

SIGNATURE: J. Paul Allen

SIGNATURE: Susan A. Yeazell

PRINTED NAME: J. Paul Allen

PRINTED NAME: Susan A. Yeazell

TITLE: General Counsel

TITLE: Attorney-in-Fact


DATE: January 29, 2018

DATE: January 29, 2018

[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 18-0185, dated 2/8/18.

**WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS**


SIGNATURE: 

PRINTED NAME: Tom Grossman

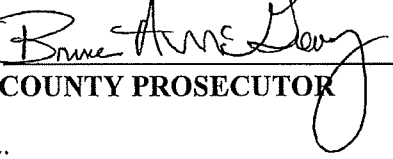
TITLE: President

DATE: 2/8/18

RECOMMENDED BY:

By: 
**DIRECTOR
WARREN COUNTY SOIL & WATER
CONSERVATION DISTRICT**

APPROVED AS TO FORM:

By: 
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

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS that, Kensington Development Co. of Ohio, LLC, as Principal, and RLI Insurance Company, as Surety, are held and firmly bound unto Warren County Commissioners, 406 Justice Drive, Lebanon, OH 45036, as Obligee, in the sum of One Hundred One Thousand Six Hundred Seventy and 65/100 Dollars (\$101,670.65) lawful money of the United States for the payment of which, well and truly be made, we bind ourselves, our heirs, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has agreed to construct and dedicate for public purpose and maintenance Erosion & Sediment Control in Kensington Phase 1A & 1B Subdivision in Deerfield Township, Warren County, OH.

NOW THEREFORE, if the said Principal hereinbefore set forth, shall fully and faithfully perform all the work specified to be done in accordance with plans for Erosion & Sediment Control in Kensington Phase 1A & 1B Subdivision in Deerfield Township, Warren County, OH, on record at Warren County Commissioners, then this obligation shall be void and of no further legal effect; otherwise, this bond shall remain in full force and effect in law; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder, shall in no event exceed the penal amount of this obligation, as herein stated to be the sum of One Hundred One Thousand Six Hundred Seventy and 65/100 Dollars (\$101,670.65) and no more.

SIGNED AND DATED THIS 29th day of January, 2018

Principal: Kensington Development Co. of Ohio,
LLC, an Ohio limited liability company

By: J. Paul Allen, Secretary
J. Paul Allen, General Counsel

Surety: Westchester Fire Insurance Company

By: Susana Yeazell
Susan A. Yeazell, Attorney-in-Fact



RLI Surety
 9025 N. Lindbergh Dr. | Peoria, IL 61615
 Phone: (800)645-2402 | Fax: (309)689-2036
 www.rlicorp.com

POWER OF ATTORNEY

RLI Insurance Company

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That **RLI Insurance Company**, an Illinois corporation, does hereby make, constitute and appoint:
Dan E. Ries, Susan A. Yeazell, Unique Kizer, jointly or severally

in the City of Cincinnati, State of Ohio its true and lawful Agent and Attorney in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, the following described bond.

Any and all bonds provided the bond penalty does not exceed Twenty Five Million Dollars (\$25,000,000.00).

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon this Company as if such bond had been executed and acknowledged by the regularly elected officers of this Company.

The **RLI Insurance Company** further certifies that the following is a true and exact copy of the Resolution adopted by the Board of Directors of **RLI Insurance Company**, and now in force to-wit:

"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, any 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."

IN WITNESS WHEREOF, the **RLI Insurance Company** has caused these presents to be executed by its Vice President with its corporate seal affixed this 17th day of August, 2016.



RLI Insurance Company

By: B. W. Davis
 Barton W. Davis Vice President

State of Illinois }
 County of Peoria } SS

CERTIFICATE

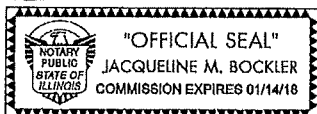
On this 17th day of August, 2016, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

I, the undersigned officer of **RLI Insurance Company**, a stock corporation of the State of Illinois, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** this 27th day of January, 2016.

By: Jacqueline M. Bockler
 Jacqueline M. Bockler Notary Public

RLI Insurance Company

By: B. W. Davis
 Barton W. Davis Vice President



Resolution

Number 18-0186

Adopted Date February 08, 2018

ENTER INTO STREET AND APPURTENANCES (INCLUDING SIDEWALKS) SECURITY AGREEMENT WITH HDCII, LLC FOR INSTALLATION OF CERTAIN IMPROVEMENTS IN GREYCLIFF LANDING, SECTION 5 SITUATED IN FRANKLIN 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

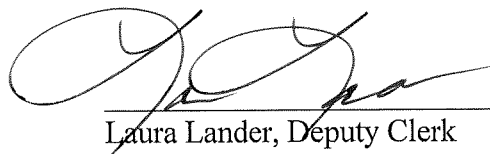
Bond Number	:	18-002 (P/S)
Development	:	Greycliff Landing, Section 5
Developer	:	HDCII, LLC
Township	:	Franklin
Amount	:	\$28,109.72
Surety Company	:	Civista Bank Cashier Check #1253303

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

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

Resolution adopted this 8th day of February 2018.

BOARD OF COUNTY COMMISSIONERS



Laura Lander, Deputy Clerk

cc: Developer
E. Hartmann
Engineer (file)
Bond Agreement file

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

**STREETS AND APPURTENANCES
(including Sidewalks)**

Security Agreement No.

18-002 (P/S)

This Agreement made and concluded at Lebanon, Ohio, by and between HDC II LLC
_____ (1) (hereinafter the "Developer") and the
Warren County Board of County Commissioners, (hereinafter the "County Commissioners"), and
_____ (2) (hereinafter the "Surety").

WITNESSETH:

WHEREAS, the Developer is required to install certain improvements in Greycliff
Landing **Subdivision, Section/Phase** 5 (3) (hereinafter the "Subdivision") situated in
Franklin (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 \$140,548.60,
and that the Improvements that have yet to be completed and approved may be constructed in the sum of
\$12,600; 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 \$28,109.72 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 2 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 \$28,109.72 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:

HDC II LLC % Todd Henderson
2969 Beal Rd
Franklin Ohio
45005
Ph. (937) 748 - 1559

D. To the Surety:

Civista Bank /cashier Chk
From HDC II LLC

Ph. (_____) _____ - _____

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 #** 1253303)

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: R Todd Henderson
 PRINTED NAME: R Todd Henderson
 TITLE: SO/owner /president
 DATE: Jan 30 2018

SURETY:

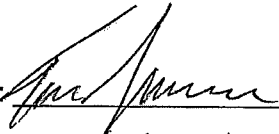
Pursuant to an instrument authorizing the undersigned to execute this agreement.

SIGNATURE: R Todd Henderson
 PRINTED NAME: R Todd Henderson
 TITLE: ✓
 DATE: Jan 30 2018

[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 18-0186, dated 2/18/18.

**WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS**

SIGNATURE: 

PRINTED NAME: Tom Grossmann

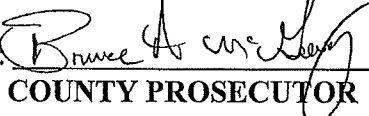
TITLE: President

DATE: 2/18/18

RECOMMENDED BY:

By: 
COUNTY ENGINEER

APPROVED AS TO FORM

By: 
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

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

Resolution

Number 18-0187

Adopted Date February 08, 2018

ENTER INTO A SUBDIVISION PUBLIC IMPROVEMENT PERFORMANCE AND MAINTENANCE SECURITY AGREEMENT WITH HDC II, LLC FOR INSTALLATION OF CERTAIN IMPROVEMENTS IN GREYCLIFF LANDING SECTION 5 SITUATED IN FRANKLIN TOWNSHIP

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

AGREEMENT

Bond Number	:	18-003 (W/S)
Development	:	Greycliff Landing Section 5
Developer	:	HDC II, LLC
Township	:	Franklin
Amount	:	\$3,748.30
Cashier's Check	:	Civista Bank, Cashiers Check #1253304

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

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

Resolution adopted this 8th day of February 2018.

BOARD OF COUNTY COMMISSIONERS



Laura Lander, Deputy Clerk

CGB

cc: HDC II, LLC, 2969 Beal Road, Franklin, OH 45005
E. Hartmann
Water/Sewer (file)
Bond Agreement file

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

WATER AND/OR SANITARY SEWER

Security Agreement No.

18-003 (w/s)

This Agreement made and concluded at Lebanon, Ohio, by and between HDC II LLC
_____ (1) (hereinafter the "Developer") and the
Warren County Board of County Commissioners, (hereinafter the "County Commissioners"), and
HDC II LLC (2) (hereinafter the "Surety").

WITNESSETH:

WHEREAS, the Developer is required to install certain improvements in Grey cliff Landing
Subdivision, Section/Phase 5 (3) (hereinafter the "Subdivision") situated in
Franklin (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 \$37483-
and that the Improvements that have yet to be completed and approved may be constructed in the sum of
0; and,

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

NOW, THEREFORE, be it agreed:

1. The Developer will provide **performance security** to the County Commissioners in the sum
of \$3,748.30 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 _____ 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 \$3,748.30 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:

HDC II LLC by Henderson
Construction by R. Todd Henderson
president at 2969 Beal Rd
Franklin Ohio, 45005
Ph. (937) 748 - 1559

D. To the Surety:

Civista Bank Cashier Check
From HDC II LLC
R. Todd Henderson
Same address as Developer

Ph. (_____) _____ - _____

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: R. Todd Henderson

PRINTED NAME: R. Todd Henderson

TITLE: President/owner

DATE: 1-25-18

SURETY:

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

SIGNATURE: _____

PRINTED NAME: _____

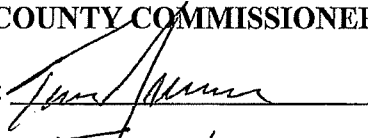
TITLE: _____

DATE: _____

[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 18-0187, dated 2/8/18.

**WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS**

SIGNATURE: 

PRINTED NAME: Tom Grossmann


TITLE: President

DATE: 2/8/18

RECOMMENDED BY:

By: 
SANITARY ENGINEER

APPROVED AS TO FORM:

By: 
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

Resolution

Number 18-0188

Adopted Date February 08, 2018

ENTER INTO STREET AND APPURTENANCES SECURITY AGREEMENT WITH FLYING R RANCH, LLC FOR INSTALLATION OF CERTAIN IMPROVEMENTS AFTON FALLS, SECTION 5 SITUATED IN DEERFIELD TOWNSHIP

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

SECURITY AGREEMENT


Bond Number	:	18-003 (P)
Development	:	Afton Falls, Section 5
Developer	:	Flying R Ranch, LLC
Township	:	Deerfield
Amount	:	\$60,600.80
Surety Company	:	Merrill Lynch Cashier's Check #915500485

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

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

Resolution adopted this 8th day of February 2018.

BOARD OF COUNTY COMMISSIONERS



Laura Lander, Deputy Clerk

cc: Developer
E. Hartmann
Engineer (file)
Bond Agreement file

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

STREETS AND APPURTENANCES

Security Agreement No.

18-003 (P)

This Agreement made and concluded at Lebanon, Ohio, by and between _____
Flying R Ranch, LLC (1) (hereinafter the "Developer") and the
Warren County Board of County Commissioners, (hereinafter the "County Commissioners"), and
_____ (2) (hereinafter the "Surety").

WITNESSETH:

WHEREAS, the Developer is required to install certain improvements in Afton Falls
Subdivision, Section/Phase 5 (3) (hereinafter the "Subdivision") situated in
Deerfield (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 \$303,004.00,
and that the Improvements that have yet to be completed and approved may be constructed in the sum of
\$22,720.00; and,

WHEREAS, the County Commissioners require all developers to post security in the sum of one hundred thirty percent (130%) of the estimated cost of uncompleted or unapproved Improvements to secure the performance of the construction of uncompleted or unapproved Improvements in accordance with Warren County subdivision regulations and to require all Developers to post security in the sum of twenty percent (20%) of the estimated total cost of the Improvements after the completion of the Improvements and their tentative acceptance by the County Commissioners to secure the performance of all maintenance upon the Improvements as may be required between the completion and tentative acceptance of the Improvements and their final acceptance by the County Commissioners.

NOW, THEREFORE, be it agreed:

1. The Developer will provide **performance security** to the County Commissioners in the sum of \$60,600.80 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 1 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 \$60,600.80 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:

Flying R Ranch, LLC

Scott D. Ready

2710 Western Row Road

Maineville, OH 45039

Ph. (513) 310 - 5790

D. To the Surety:

Ph. (_____) _____ - _____

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 # 915500485**)

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:

SURETY:

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

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

Flying R Ranch, LLC

SIGNATURE: 

SIGNATURE: _____

PRINTED NAME: Scott D. Ready

PRINTED NAME: _____

TITLE: Partner

TITLE: _____


DATE: 2/5/18

DATE: _____

[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 18-0188, dated 2/18/18.

WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS

SIGNATURE: 

PRINTED NAME: Tom Grossmann

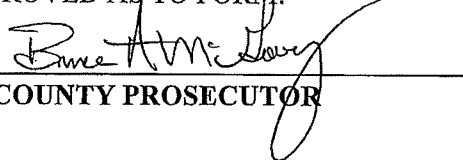
TITLE: President

DATE: 2/18/18

RECOMMENDED BY:

By: 
COUNTY ENGINEER

APPROVED AS TO FORM:

By: 
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

Resolution

Number 18-0189

Adopted Date February 08, 2018

ENTER INTO A SUBDIVISION PUBLIC IMPROVEMENT PERFORMANCE AND MAINTENANCE SECURITY AGREEMENT WITH FLYING R RANCH, LLC FOR INSTALLATION OF CERTAIN IMPROVEMENTS IN AFTON FALLS SECTION 5 SITUATED IN DEERFIELD TOWNSHIP

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

AGREEMENT

Bond Number	:	18-004 (W/S)
Development	:	Afton Falls, Section 5
Developer	:	Flying R Ranch, LLC
Township	:	Deerfield
Amount	:	\$19,219.50
Certified Check	:	Merrill Lynch Check #915500486

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

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

Resolution adopted this 8th day of February 2018.

BOARD OF COUNTY COMMISSIONERS



Laura Lander, Deputy Clerk

CGB

cc: Flying R Ranch, LLC, 2710 Western Row Road, Maineville, OH 45039
E. Hartmann
Water/Sewer (file)
Bond Agreement file

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

WATER AND/OR SANITARY SEWER

Security Agreement No.

18-004 (W/S)

This Agreement made and concluded at Lebanon, Ohio, by and between _____
Flying R Ranch, LLC (1) (hereinafter the "Developer") and the
Warren County Board of County Commissioners, (hereinafter the "County Commissioners"), and
_____ (2) (hereinafter the "Surety").

WITNESSETH:

WHEREAS, the Developer is required to install certain improvements in Afton Falls
Subdivision, Section/Road 5 (3) (hereinafter the "Subdivision") situated in
Deerfield (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 \$192,195.00,
and that the Improvements that have yet to be completed and approved may be constructed in the sum of
-0-; and,

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

NOW, THEREFORE, be it agreed:

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

2. The County Commissioners will, upon approval of the County Sanitary Engineer of all Improvements in the Subdivision, tentatively accept all Improvements.
3. The Developer shall be in default of the Performance Obligation if the construction or installation of any Improvement by the Developer is not completed within N/A 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 \$19,219.50 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:

Flying R Ranch, LLC

Scott D. Ready

2710 Western Row Road

Maineville, OH 45039

Ph. (513) 310 - 5790

D. To the Surety:

Ph. (_____) _____ - _____

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 #915500486**)

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.

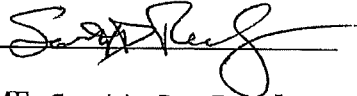
DEVELOPER:

SURETY:

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

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

Flying R Ranch, LLC

SIGNATURE: 

SIGNATURE: _____

PRINTED NAME: Scott D. Ready

PRINTED NAME: _____

TITLE: Partner

TITLE: _____

DATE: 2/5/18

DATE: _____

[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 18-0189, dated 2/8/18.

WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS

SIGNATURE: [Handwritten Signature]

PRINTED NAME: Tom Grossmann

TITLE: President

DATE: 2/8/18

RECOMMENDED BY:

By: [Handwritten Signature]
SANITARY ENGINEER

APPROVED AS TO FORM:

By: [Handwritten Signature] Asst. Pros.
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

Resolution

Number 18-0190

Adopted Date February 08, 2018

APPROVE VARIOUS RECORD PLATS

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


- Greycliff Landing Section 5 – Franklin Township
- Afton Falls Section 5 – Deerfield Township

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

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

Resolution adopted this 8th day of February 2018.

BOARD OF COUNTY COMMISSIONERS



Laura Lander, Deputy Clerk

cc: Plat File
RPC

Resolution

Number 18-0191

Adopted Date February 08, 2018

APPROVE APPROPRIATION DECREASES WITHIN VARIOUS FUNDS

WHEREAS, various Departments have cancelled purchase orders that were encumbered and carried over from previous years; and

WHEREAS, the Auditor's Office has advised this Board that any time prior year purchase orders are cancelled an appropriation decrease is necessary; and

NOW THEREFORE BE IT RESOLVED, to approve the following appropriation decreases within various Department Funds:

\$ 1,726.70	from	#101-1260-210	(Clerk of Courts – Office Supplies)
\$ 377.00	from	#101-1600-430	(Facilities Management – Utilities)
\$ 642.20	from	#101-1750-910	(Tax Map – Other Expense)
\$ 11,060.80	from	#202-3110-400	(Engineer – Purchased Services)
\$ 1,881.10	from	#202-3110-910	(Engineer – Other Expense)
\$ 11,003.28	from	#202-3120-210	(Engineer – Office Supplies)
\$ 691.34	from	#202-3120-400	(Engineer – Purchased Services)
\$ 9,933.85	from	#202-3130-210	(Engineer – Office Supplies)
\$ 2,000.00	from	#205-6710-317	(BDD – Capital Purchases under \$10,000)
\$ 143,907.93	from	#205-6710-400	(BDD – Purchased Services)
\$ 4,462.06	from	#205-6710-430	(BDD – Utilities)
\$ 12,000.00	from	#218-5401-400	(BDD – Purchased Services)
\$ 20,000.00	from	#218-5401-447	(BDD – Child Placement Specialized)
\$ 1,600.00	from	#229-3500-731	(Engineer – C.V.T. Projects)
\$ 6,541.36	from	#273-5100-446	(Children Services – Child-Placement)
\$ 8,566.90	from	#273-5100-910	(Children Services – Other Expense)
\$ 24,105.82	from	#650-1600-210	(Facilities Management – Office Supplies)

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

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

Resolution adopted this 8th day of February 2018.

BOARD OF COUNTY COMMISSIONERS



Laura Lander, Deputy Clerk

cc: Auditor vg
Appropriation Decrease file
Clerk of Courts (file)
Facilities Management (file)

Engineer (file)
Developmental Disabilities (file)
Children Services (file)
OMB

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

Resolution

Number 18-0192

Adopted Date February 08, 2018

APPROVE A CASH ADVANCE FROM COUNTY MOTOR VEHICLE FUND 202 INTO KING AVENUE BRIDGE PROJECT FUND 437

WHEREAS, Neil Tunison, Warren County Engineer and appointing authority for the King Avenue Bridge Project has requested a cash advance until monies are received from fund 202; and

NOW THEREFORE BE IT RESOLVED, to approve the following cash advance.

\$250,000.00 from #202-5555-666 (Advances of Cash Out)
into #437-5555-555 (Cash Advance In)

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


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

Resolution adopted this 8th day of February 2018.

BOARD OF COUNTY COMMISSIONERS



Laura Lander, Deputy Clerk

cc: Auditor 
Cash Advance File
Engineer (file)
OMB

Resolution

Number 18-0193

Adopted Date February 08, 2018

APPROVE AN OPERATIONAL TRANSFER FROM COMMISSIONERS FUND #101-1112 INTO HUMAN SERVICES FUND #203

WHEREAS, the Department of Human Services has requested that the seventh and eighth months of their mandated share for SFY 2018 be transferred into the Human Services Public Assistance Fund #203; and

NOW THEREFORE BE IT RESOLVED, to approve the following operational transfer from Commissioners Fund #101 into Human Services Fund #203:

\$34,189.50 from #101-1112-742-9000 (Commissioners Grants - Public Assistance)
into #203-2040-999-9000 (Human Services - Public Assistance)

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


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

Resolution adopted this 8th day of February 2018.

BOARD OF COUNTY COMMISSIONERS



Laura Lander, Deputy Clerk

cc: Auditor 
Operational Transfer file
Human Services (file)
OMB

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

Resolution

Number 18-0194

Adopted Date February 08, 2018

APPROVE SUPPLEMENTAL APPROPRIATION INTO SHERIFF'S OFFICE FUND #286

BE IT RESOLVED, to approve the following supplemental appropriation:

\$10,000.00 into #286-2200-210 (Office Supplies)

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


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

Resolution adopted this 8th day of February 2018.

BOARD OF COUNTY COMMISSIONERS



Laura Lander, Deputy Clerk

cc: Auditor 
Supplemental App. file
Sheriff (file)
OMB

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

Resolution

Number 18-0195

Adopted Date February 08, 2018

APPROVE SUPPLEMENTAL APPROPRIATION INTO JAIL CONSTRUCTION AND REHAB FUND #497

BE IT RESOLVED, to approve the following supplemental appropriation:

\$ 560.00 into #497-3712-400 (Purchased Services)

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

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

Resolution adopted this 8th day of February 2018.

BOARD OF COUNTY COMMISSIONERS



Laura Lander, Deputy Clerk

cc: Auditor sj
Supplemental Appropriation file
Sheriff (file)
OMB

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

Resolution

Number 18-0196

Adopted Date February 08, 2018

APPROVE AN APPROPRIATION ADJUSTMENT WITHIN PROSECUTOR FUND #245

BE IT RESOLVED, to approve the following appropriation adjustment:

\$5,827.42 from #245-2450-102 (Regular Salaries)
 into #245-2450-950 (Refunds – Unused Grants)

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

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

Resolution adopted this 8th day of February 2018.

BOARD OF COUNTY COMMISSIONERS



Laura Lander, Deputy Clerk

CSM/

cc: Auditor *YL*
Appropriation Adjustment file
Prosecutor (file)
OMB

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

Resolution

Number 18-0197

Adopted Date February 08, 2018

APPROVE APPROPRIATION ADJUSTMENT WITHIN COMMON PLEAS COURT
COMMUNITY BASED CORRECTIONS FUND #289

BE IT RESOLVED, to approve the following appropriation adjustment:

\$ 2,500.00 from #289-1226-210 (Office Supplies - General)
 into #289-1226-910 (Other Expense)

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


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

Resolution adopted this 8th day of February 2018.

BOARD OF COUNTY COMMISSIONERS



Laura Lander, Deputy Clerk

cc: Auditor 
Appropriation Adjustment file
Common Pleas (file)
Community Corrections (file)
OMB

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

Resolution

Number 18-0198

Adopted Date February 08, 2018

APPROVE APPROPRIATION ADJUSTMENTS WITHIN THE WATER AND SEWER REVENUE FUND NO. 510 & 580

WHEREAS, the Water and Sewer department incurs costs for utility billing; and

WHEREAS, appropriation adjustments are necessary to accommodate said costs; and

NOW THEREFORE BE IT RESOLVED, to approve the following appropriation adjustments:

\$1,000.00 from #510-3200-998 (Reserve Fund)
 into #510-3209-910 (Other Expenses)

\$100.00 from #580-3300-998 (Reserve Fund)
 into #580-3309-910 (Other Expenses)

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

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

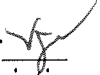
Resolution adopted this 8th day of February 2018.

BOARD OF COUNTY COMMISSIONERS



Laura Lander, Deputy Clerk

jmb

cc: Auditor 
Appropriation Adj. file
Water/Sewer (file)
OMB

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

Resolution

Number 18-0199

Adopted Date February 08, 2018

APPROVE APPROPRIATION ADJUSTMENTS WITHIN TREASURER'S OFFICE FUND
#101-1130 AND BUILDING AND ZONING FUND #101-2300

TREASURER'S OFFICE FUND #101-1130

\$2,600.00 from #101-1130-210 (Office Supplies)
into #101-1130-830 (Workers Compensation)

BUILDING AND ZONING FUND #101-2300

\$916.00 from #101-2300-910 (Other Expense)
into #101-2300-317 (Capital Purchases under \$10,000)

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

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

Resolution adopted this 8th day of February 2018.

BOARD OF COUNTY COMMISSIONERS



Laura Lander, Deputy Clerk

cc: Auditor Vy
Appropriation Adj. file
Treasurer (file)
Building/Zoning (file)
OMB

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

Resolution

Number 18-0200

Adopted Date February 08, 2018

AUTHORIZE PAYMENT OF BILLS

BE IT RESOLVED, to authorize payment of bills as submitted on Batches #02/08/2018 001, #02/08/2018 002, #02/08/2018 003, #02/08/2018 004, #02/08/2018 005, and #02/08/2018 006; said batches attached hereto and made a part hereof.

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

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

Resolution adopted this 8th day of February 2018.

BOARD OF COUNTY COMMISSIONERS



Laura Lander, Deputy Clerk

cc: Auditor 